Sites Project Authority
Reservoir Package
Construction Manager at Risk
Request for Proposals RFP No. 25-06

July 18, 2025

Submittal Deadline

October 10, 2025

Form of Submittal: Electronic Submittal Only via PlanetBids

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561-843-9740

1.0 Introduction

1.1 General Overview

The Sites Project Authority (Sites Authority) is requesting Proposals for the Reservoir Package CMAR Package from the following Short-listed Respondents (listed alphabetically) that were short-listed based on the Sites Authority's evaluation of their Statements of Qualifications (SOQs):

- Barnard Construction Company, Incorporated
- Flatiron Dragados-Obayashi Joint Venture
- Kiewit Infrastructure West Company

This RFP initiates the second step of the Sites Authority's two-step procurement process. Step 2 will also involve Proprietary Meetings with Short-listed Respondents, evaluation of submitted Proposals, reference checking, interviews and identifying the highest ranked team with which to initiate negotiations.

Proposals must conform to the requirements of this RFP and must be signed by the appropriately authorized individual with the authority to commit the Proposer to perform the Reservoir Package work. By submitting a Proposal, a Proposer agrees to be bound by the commercial and procedural requirements of this RFP, including all attachments as applicable.

1.2 RFP Organization

The RFP is organized as follows:

- **Section 1: Introduction** includes introductory information on the proposal phase of the Reservoir CMAR procurement including updates to background information since Request for Qualification (RFQ) issuance.

- **Section 2: RFP, Proposal, and Selection Process** provides an overview of the remaining procurement process for the Reservoir Package CMAR Contractor.

- **Section 3: Proposal Evaluation and Sites Authority's Goals and Evaluation Intent** describes the Proposal evaluation intent.

- **Section 4: Proposal Submittal Requirements** describes the information that Proposers must provide in their Proposals to be considered responsive to the RFP.

- RFP Attachments
    - Attachment A: Land Acquisition Status
    - Attachment B: Reservoir Package Minimum Insurance Requirements
    - Attachment C: Preliminary Phase 1a Activities List
    - Attachment D: Draft CMAR Contract
    - Attachment E: Indicative Pricing Table
    - Attachment F: Equipment Rate Table
    - Attachment G: RFP Forms

1.3 Updates to Background Information

Overall, there have been minimal changes to the overall Sites Project and to the Reservoir Package since RFQ issuance. Changes are summarized below:

- Land Acquisition – The Sites Authority completed its agreement to purchase land associated with Golden Gate Dam and related facilities. A visual of acquired land and future priority land acquisition parcels is shown in RFP Attachment A. The Sites Authority plans to fully fund land acquisitions upon completion of overall Sites Project funding.

- Construction Workforce Policy -- The Sites Authority adopted a Construction Workforce Policy (**link**) as well as local workforce utilization goals in April 2025. To the extent that PLAs are negotiated by the selected Reservoir Package CMAR they are expected to be consistent with the adopted Construction Workforce Policy.

- Reservoir Package Insurance Requirements -- Preconstruction phase insurance requirements are described in Attachment 2 to the Draft CMAR Contract. Considering input from Short-listed Respondents and from the insurance industry, the Sites Authority is currently studying various risk financing solutions for the Reservoir Package including, but not limited to, a rolling owner-controlled insurance program, master owner-provided general liability-only program, a master builder's risk program, a master contractor's pollution liability program, various contractor-controlled insurance programs, and a traditional insurance structure. Once the Sites Authority has concluded the analysis, the construction phase insurance requirements for the Reservoir Package will be published in an addendum to this RFP (refer to RFP Attachment B). As described in RFP Section 4, Proposers will be required to submit written confirmation from their insurance broker that certain insurance programs and limits can be procured by the selected Reservoir Package CMAR Contractor, including, but not limited to, general and excess liability, automobile liability, workers' compensation and employer's liability, contractor's pollution liability, professional liability, and builder's risk insurance.

- Environmental Review and Permitting (The current Sites Project permits can be accessed at the following link: https://sitesproject.org/permitting/)

    - Water Right - The final Water Right hearing was completed in March 2025. A final determination on the water right order and permit is expected between September and December 2025.

    - Environmental Impact Statement -- The Record of Decision by Reclamation is expected by August 2025. Reclamation, as National Environmental Policy Act (NEPA) lead, is the lead federal agency for this effort.

- Environmental Permitting – Since issuance of the RFQ, the Sites Authority has received or anticipates receiving the following key permits and agreements:
  - Master Lake and Streambed Alteration Agreement (received in July 2025 from CDFW).
  - Section 7 Project level Construction Biological Opinion (received in July 2025 from the United States Fish and Wildlife Service [USFWS]).
  - Section 106 Programmatic Agreement (expected in August 2025). Reclamation, as NEPA lead, is the lead federal agency for this effort.
  - Eagle Act 5-year construction permit (expected in December 2025 from the USFWS).
  - Section 7 Project level Operations Biological Opinions (expected in December 2025 from USFWS and National Marines Fisheries Service)
  - Clean Water Act Section 404/401 permits (expected by April 2026 from the State Water Resources Control Board and United States Army Corps of Engineers).

- Sites Biological Terrestrial Compensatory Mitigation Program -- In the Reservoir CMAR RFQ, the Sites Authority designated the Reservoir Package environmental mitigation manager as Key Personnel. Based on an evolution of the biological terrestrial compensatory mitigation program following Reservoir CMAR RFQ issuance, the Sites Authority does not anticipate the Reservoir Package CMAR Contractor performing biological terrestrial compensatory mitigation and therefore the Reservoir Package environmental mitigation manager no longer has a role within the Reservoir CMAR package.

- Sites Project Construction Cost – As described in a June 2025 update (link), the construction cost for the overall Sites Project is currently estimated to range between $6.2 billion and $6.8 billion in 2025 dollars. It is anticipated that the construction cost will be further refined up to the completion of overall Sites Project funding.

1.4 Reservoir Package Schedule

The current schedule for delivery of the Reservoir Package is listed below. This schedule is subject to change at the discretion of the Sites Authority**.** It is the intent of the Sites Authority to have the Reservoir Package CMAR Contractor under contract so that it can provide meaningful input on the 30 percent design through completion of the design.

- Initiation of Reservoir Package preconstruction (Phase 1a and Phase 1b) — December 2025
- Initiation of Reservoir Package Construction — Late 2026
- Reservoir Package Substantial Completion — Late 2032
- Reservoir Package Final Completion (assumed date for completion of reservoir filling) — Late 2035

1.5 Sites Authority's Approach to Preconstruction Services

Preconstruction services will be conducted in two phases. From notice to proceed to about July 2026 when overall Sites Project funding is expected (i.e., Phase 1a), the Sites Authority will work with the selected Reservoir Package CMAR Contractor to advance certain preconstruction work under a lump sum arrangement. Phase 1b will begin on completion of overall Sites Project funding and will continue through development and award of all GMP packages for the construction work. Due to the nature of the work, it is expected that Phase 1b will overlap with Construction work and will be compensated on a not to exceed basis.

1.6 Reference Documents

Proposers may rely on the following documents in preparing their Proposals:

Documents available on the Sites Project website:

- Final EIR/EIS (link)
- Construction Workforce Policy (link)
- Permits issued by regulatory agencies - The current Sites Project permits can be accessed at the following link: https://sitesproject.org/permitting/
- Local Community Working Group Policy Recommendations (links to Staff Report, Attachment, and Board Presentation)

Documents provided to a Short-listed Respondent upon receipt of a signed confidentiality agreement (to be returned via email to the Contact Person) included in RFP Attachment G:

- Unredacted Reservoir Package 30% design drawings
- Portions of the Reservoir Package 30% design basis of design report
- Funks Construction Access Road (roll plot)

Other documents posted on the Sites Authority's website (sitesproject.org) are provided for general information.

1.7 Definitions and Acronyms

1.7.1 Definitions

Any capitalized terms in this RFP shall have the meanings defined below. Any capitalized terms not defined in this RFP shall have the meanings set forth in the General Conditions of the Draft CMAR Contract.

Authority's Leads – independent firms under contract with the Sites Authority that advise on certain components of the Sites Project work.

Authority's Managers – the Executive Director, Environmental Planning and Permitting Manager, External Affairs Manager, Engineering & Construction Manager, and Finance Manager of the Sites Authority, or any of them, as the context requires.

Authority Board – the governing board of the Sites Project Authority inclusive of signatories to the Sites Authority's joint powers agreement or designees.

Contact Person – the Sites Authority's sole point of contact for the purpose of this procurement as further described in Section 2.2.1 of this RFP.

Design Engineers – AECOM and Jacobs, or either of them, as the context requires.

Draft CMAR Contract – The version of the CMAR Contract issued with the Reservoir CMAR RFP to Short-listed Respondents**.**

Evaluation Committee – the individuals, selected by the Executive Director, responsible for evaluating and scoring Proposals for the Reservoir Package procurement.

Final Completion - the time at which the Reservoir Package has reached Substantial Completion, commissioning of the Reservoir Package has been completed by the Reservoir Package CMAR Contractor, and the Sites Authority has accepted the Reservoir Package in its sole discretion.

Funding Requirements - the requirements of the state and/or federal funding sources for the Sites Project, as further described in Section 2.13 of this RFP and Attachment 9 to the Draft CMAR Contract.

Golden Gate Dam Development Scenario (Development Scenario)– an illustration by the Proposer submitted with its Proposal describing its proposed implementation of the Golden Gate Dam throughout preconstruction and construction, as further described in Section 4 of this RFP.

Indicative Pricing – non-binding pricing submitted by the Proposer as part of the Golden Gate Dam Development Scenario, as further described in Section 4 of this RFP. The format of the Indicative Pricing shall be similar to what the Reservoir Package CMAR Contractor proposes and commits to use for the duration of the Reservoir Package. The Sites Authority may choose to negotiate the format of the pricing.

Key Personnel – the individuals fulfilling the roles identified in Section 4 of this RFP and that must be identified in Proposer's Proposal and committed to work on the Project if Proposer is selected as the Reservoir Package CMAR Contractor. Key Personnel include:

- Project Director (responsible for direction, management and delivery of the overall Reservoir Package work)
- Project Manager(s)
- Preconstruction Manager
- Superintendents
- Leads for work by Key Subcontractors
- Reservoir Package Environmental Compliance Manager
- Public Outreach Manager(s)
- Safety Manager
- Quality Assurance Manager
- Project Controls Lead (Scheduler and Lead Cost Estimator)

Key Subcontractors – Firms fulfilling the key roles identified in Section 4 of this RFP and that must be identified in the SOQ and/or Proposal and committed to work on the Reservoir Package if Proposer is selected as the Reservoir Package CMAR Contractor.

Local Area – Colusa, Glenn, Yolo, Butte, Placer, Sacramento, Shasta, Sutter, Tehama, and Yuba counties.

Local Community Working Group – the individuals and organizations consulted by the Sites Authority on issues related to local impacts of the Sites Project.

Local Community Working Group Policy Recommendations – adopted by the Sites Authority in January 2024, refers to the policy recommendations of the Local Community Working Group, as further described in Section 4 of this RFP.

Maxwell Fire Protection District – the fire protection district for the town of Maxwell.

Maxwell Sites Pumping and Generating CMAR Package – also referred to as the Conveyance Package. Primarily covers the mechanical and electrical aspects of the Sites Project and is anticipated to be implemented using CMAR contracting.

Preliminary Phase 1a Preconstruction Activities List – a document issued with the Reservoir CMAR RFP that includes a list of preliminary activities anticipated to be completed by the Reservoir Package CMAR Contractor during Phase 1a.

Project Area – Colusa, Glenn, and Yolo counties.

Proposal – the document submitted by the Proposer in response to this RFP.

Proposer – Short-listed Respondent that submitted a Proposal in response to the Sites Authority's RFP for the Reservoir Package CMAR Contract.

Proposer's Contact Person - the Proposer's sole point of contact for the purpose of this procurement as further described in Section 2.2.2 of this RFP.

Proprietary Meetings – meetings conducted by the Sites Authority with each of the Short-listed Respondents to confidentially discuss the RFP and technical concepts as further described in Section 2.3 of this RFP.

Reclamation – The Department of Interior Bureau of Reclamation.

Reservoir Package – That portion of Sites Project generally described in Section 1.3 of the Reservoir Package CMAR RFQ.

Reservoir Package CMAR Contractor – The entity that, if Proposer is selected, will act as the contracting entity for the Reservoir Package CMAR Contract and that must meet certain requirements of this RFP (for example, the Reservoir Package CMAR Contractor must be the lead firm responsible for construction of the Sites Dam and Golden Gate Dam).

Reservoir Package CMAR Preconstruction Phase 1a (Phase 1a) – the first phase of preconstruction leading up to obtaining overall Sites Project funding.

Reservoir Package CMAR Preconstruction Phase 1b (Phase 1b) – the second phase of preconstruction to occur after obtaining overall Sites Project funding.

Reservoir Package CMAR Team (CMAR Team) – Members of the Reservoir Package CMAR Team including the Reservoir Package CMAR Contractor and Key Subcontractors, along with Key Personnel.

Reservoir Package Construction (Construction) – the period of time during which self-performed work and certain subcontracted work procured by the Reservoir Package CMAR Contractor will be utilized to construct the various facilities constituting the Reservoir Package, including completing work through Substantial Completion, a commissioning period to allow for filling of the reservoir, and achieving Final Completion. The Sites Authority may authorize Construction work using one or more Reservoir Guaranteed Maximum Prices ("RGMPs") developed during preconstruction. The Reservoir Package CMAR Contractor shall prepare and propose to the Sites Authority one or more RGMPs on an open book basis for individual Reservoir Package work packages. The Sites Authority will review and comment on the Reservoir Package CMAR Contractor's proposed RGMPs. RGMPs will aggregate together and be known as the Reservoir Package Guaranteed Maximum Price (Reservoir Package GMP).

Reservoir Package Environmental Compliance Manager – Proposer's individual(s) responsible for developing and implementing the proposed Reservoir Package CMAR Contractor's environmental compliance program in coordination with the Sites Authority's environmental compliance manager.

Reservoir Package Guaranteed Maximum Price – The price for which the Reservoir Package CMAR Contractor will complete the Reservoir Package work.

Respondent – The entities that responded to the Reservoir Package CMAR RFQ by submitting an SOQ.

Sites Authority or Sites Project Authority – an independent joint powers authority established to exercise powers common to the members to, among other things, effectively study, promote, develop, design, finance, acquire, construct, manage, and operate Sites Reservoir and related facilities such as recreation and power generation.

Sites Reservoir Project (Sites Project) – Sites dams, reservoirs, certain associated diversion and conveyance facilities, and other associated facilities, mitigation lands, and water right.

Short-listed Respondent – Entity that the Sites Project Authority short-listed based on evaluation of their respective SOQ.

Substantial Completion – The time at which the Reservoir Package is complete in accordance with the requirements in the contract documents.

1.7.2 Acronyms and Abbreviations

CDFW – California Department of Fish and Wildlife

CMAR – Construction Manager at Risk

C.F.R. - Code of Federal Regulations

DIR – Department of Industrial Relations

EIR – Environmental Impact Report

EIS – Environmental Impact Statement

GMP – Guaranteed Maximum Price

NEPA – National Environmental Policy Act

P6 – Oracle Primavera

QA – quality assurance

QC – quality control

RFP – Request for Proposals

RFQ – Request for Qualifications

RGMP – Reservoir Package Guaranteed Maximum Price

SOQ – Statement of Qualifications

2.0 RFP, Proposal and Selection Process

2.1 Overview and Schedule

The Sites Authority is conducting a two-step procurement process in accordance with Public Contract Code section 20928 et seq. to select a Reservoir Package CMAR Contractor for delivery of the Reservoir Package.

- **Step 1: RFQ/SOQs/Short-listing.** Completed.

- **Step 2: RFPs/Proposals/Selection.** The issuance of this RFP to Short-listed Respondents initiates the second step of the procurement process. Only the Short-listed Respondents are eligible to submit Proposals. The Sites Authority will conduct pre-proposal Proprietary Meetings and will conduct a site tour with each Short-listed Respondent. The Sites Authority, via its Evaluation Committee, will review Proposals, conduct interviews, and, at its sole discretion, may undertake additional reference checking, to support the evaluation of Proposals. Based on its evaluation, the Evaluation Committee will recommend a Proposer for initiation of negotiations of the CMAR Contract. In the event negotiations are unsuccessful, the Sites Authority reserves the right to initiate negotiations with the next highest ranked Proposer. Following completion of negotiations, if successful, the Authority Board will approve the contract for execution.

The Sites Authority's currently anticipated procurement schedule is included in Table 2-1. This schedule is subject to change without notice.

Table 2-1. Anticipated Procurement Schedule

Activity or Milestone	Anticipated Date
RFP issued	July 18, 2025
Deadline to submit to the Contact Person via email the signed Proprietary Meeting waiver and the name(s) and number of Reservoir Package CMAR Team members who will be in attendance at the Proprietary Meetings and site tour	3 days prior to the initial Proprietary Meeting
Proprietary Meetings with Short-Listed Respondent 1	August 4, 2025 (initial and site tour) August 5, 2025 (subsequent)
Proprietary Meetings with Short-Listed Respondent 2	August 6, 2025 (initial and site tour) August 7, 2025 (subsequent)
Proprietary Meetings with Short-Listed Respondent 3	August 11, 2025 (initial and site tour) August 12, 2025 (subsequent)
Deadline for questions on the RFP	August 27, 2025 at 1pm PST
Date for final addendum	September 5, 2025
Proposal submittal	October 10, 2025 at 1pm PST
Interviews (one day per Proposer)	November 4 – 6, 2025
Initiate negotiations	November 2025
Sites Authority approves Reservoir Package CMAR Contractor and preconstruction services	December 2025

2.2 Communications During Procurement Process

2.2.1 Sites Authority Contact Person

The following individual is the designated Contact Person for the Reservoir Package CMAR procurement:

Marcia Kivett

boardclerk@sitesproject.org

561-843-9740

2.2.2 Proposer's Contact Person

The point of contact identified in each Short-listed Respondent's SOQ will receive notices of addenda, questions and answers, and related updates to the original RFP solicitation.

2.2.3 Questions, Clarifications, and Addenda

Short-listed Respondents may submit written questions via PlanetBids about this RFP by the date and time listed in Table 2-1. The Contact Person will officially respond, on behalf of the Sites Authority, to any relevant questions and clarifications in an addendum which will be provided to all Short-listed Respondents via PlanetBids.

2.2.4 Communication Protocols

Any communications related to the Reservoir Package, this procurement process and the preparation of Proposal documents by a Short-listed Respondent with any of the Sites Authority members, Evaluation Committee, Executive Director, Authority's Managers, Authority's Leads, advisors or staff, or consultants, other than the Contact Person, may result in any ensuing Proposal that was submitted by the Short-listed Respondent as being deemed not accepted, which will result in the Proposal not being further considered.

2.2.5 Public Disclosure

Proposals, and any other correspondence in connection therewith, are a matter of public record and are open to inspection under the California Public Records Act. All Proposals received in response to the RFP will become the property of the Sites Authority and will not be returned. It is the Sites Authority's intent, to the extent permitted by law, to keep all Proposals confidential until execution of the Reservoir CMAR Contract.

If any Proposer claims any part of its Proposal is exempt from disclosure and copying, they shall so indicate in the cover letter. The Proposer shall clearly label and stamp the specific portions of the Proposal that the Proposer considers confidential, identify those portions in the cover letter, and state the specific provision in the California Public Records Act which provides the exemption as well as the factual basis for claiming the exemption. For example, if a Proposer submits trade secret information, Proposer must plainly mark the information as "Trade Secret" and refer to the appropriate section of the California Public Records Act which provides the exemption as well as the factual basis for claiming the exemption.

By submitting a Proposal, a Proposer acknowledges that the Sites Authority may determine in its sole and absolute discretion whether information that the Proposer considers confidential is subject to disclosure as a matter of law, including the California Public Records Act, and Proposer waives any challenge to the Sites Project Authority's decision in this regard. Proposer shall indemnify, defend and hold harmless Sites Authority, and its officers, directors, employees, and agents from and against all liability, loss, cost or expense (including attorney's fees) arising out of a legal action brought to compel the release of information submitted by a Proposer.

Notwithstanding the foregoing, Proposers recognize that the Sites Authority will not be responsible or liable in any way for claims or losses that a Proposer may suffer from the disclosure of information or materials to third parties.

2.3 Proprietary Meetings and Site Tour

Following issuance of the RFP, the Sites Authority will hold Proprietary Meetings to give each Short-listed Respondent an opportunity to confidentially discuss the RFP and their technical concepts, including innovations, on the dates preliminarily identified in Table 2-1 as may be modified by addendum. Time will also be allotted to discuss high level commercial concepts. The Proprietary Meetings will be scheduled individually with each Short-listed Respondent and will be of equal duration for each Short-listed Respondent. Unless changes to the RFP or Draft CMAR Contract result, the content of the individual Proprietary Meetings will not be shared with other Short-listed Respondents.

Regarding the Proprietary Meetings, Short-listed Respondents should note the following:

- The Proprietary Meetings will be subject to ground rules.
- Short-listed Respondents will be required to execute a Proprietary Meetings waiver, included in RFP Attachment G, acknowledging the Sites Authority's process for Proprietary Meetings and agreeing that by participating in the Proprietary Meetings Short-listed Respondent waives any right to protest the process. The signed waivers must be submitted to the Contact Person via email 3 days prior to the initial Proprietary Meetings.
- The Sites Authority's Environmental Planning and Permitting Manager will attend the Proprietary Meetings to provide information related to the Sites Authority's approach to regulatory and permit compliance, and protection of environmental resources. Each Short-listed Respondent's Reservoir Package Environmental Compliance Manager shall attend the Proprietary Meetings.
- The Sites Authority will be providing the opportunity for Proposers to recommend highest-value activities that could be conducted by the selected Reservoir Package CMAR Contractor during Phase 1a. A list of potential Phase 1a activities is included in RFP Attachment C. Other activities may be identified by Proposers.
- The Sites Authority expects that, at a minimum, the Short-listed Respondent's Key Personnel identified in their SOQ will be participating in these Proprietary Meetings. Short-listed Respondent must inform the Contact Person of the names and number of attendees for the Proprietary Meetings 3 days prior to the initial Proprietary Meetings.

- The initial Proprietary Meeting will also include a mandatory site tour. All participants in the mandatory site tour will be required to execute a waiver of liability and release form to participate in the tour. Each Short-listed Respondent will be limited to bringing up to fifteen (15) Reservoir Package CMAR Team members on the site tour. Transportation for the site tour will not be provided by the Sites Authority therefore Short-listed Respondents will be required to arrange their own transportation.

2.4 Interviews

The Evaluation Committee will conduct interviews during the Proposal evaluation process. Interviews will not be scored separately but will be considered when scoring other Proposal evaluation criteria.

Proposers may bring up to 10 individuals to the interviews. Interview attendees may include those listed below except where the list indicates required:

- Project Director -- required
- Project Manager(s) -- required
- Preconstruction Manager -- required
- Superintendents
- Leads for work by Key Subcontractors
- Reservoir Package Environmental Compliance Manager
- Public Outreach Manager
- Safety Manager
- Quality Assurance Manager
- Project Controls Lead (Scheduler and Lead Cost Estimator)

2.5 Material Comments on Draft CMAR Contract

In response to material comments on the Preliminary Draft CMAR Contract provided with the Reservoir Package CMAR RFQ, the Sites Authority has made certain modifications to the contract and is providing a revised contract (Draft CMAR Contract) for review by Proposers. These certain modifications are shown in redline in the Draft CMAR Contract.

Proposers are requested to include any material comments on the Draft CMAR Contract as an appendix to their Proposal (see Table 4-1). Only comments initially raised by a Short-listed Respondent to the Preliminary Draft CMAR Contract in its SOQ or comments to the verbiage shown in redline in the Draft CMAR Contract will be considered in negotiations of the CMAR Contract. While the Sites Authority intends to negotiate the Draft CMAR Contract in good faith, the Sites Authority is not obligated to accept any of the requested exceptions, modifications, additions, etc., submitted by the Proposers when negotiating and finalizing the CMAR Contract. The Sites Authority reserves the right to revise the terms of the CMAR Contract prior to execution to ensure compliance with all applicable laws and any additional revisions.

2.6 Evaluation Committee and Process

2.6.1 Evaluation Committee

The Sites Authority's Executive Director has established an Evaluation Committee responsible for reviewing Proposals, evaluating them relative to the criteria and weightings established in this RFP, recommending the highest ranked Proposer to begin negotiations with Sites Authority for the Reservoir Package CMAR Contract.

2.6.2 Evaluation Process

The Evaluation Committee will evaluate, score, and rank the responsive Proposals in order to identify the highest ranked Proposal for negotiations. Evaluations will consider information obtained during reference checking and will be based on consensus scoring by the Evaluation Committee.

For each scored criteria, the Evaluation Committee will assign a raw score of 1 (lowest scoring) to 10 (highest scoring) points. Raw scores will then be multiplied by the weightings in Table 4-2 to arrive at a final score.

2.6.3 Additional Reference Checking

As part of the Proposal evaluation process, the Sites Authority reserves the right to conduct additional reference checking (by phone and/or email) for the proposed Reservoir Package CMAR Team. Reference checking will generally follow the questions outlined herein and be used to verify information included in Proposals and will not be separately scored. Non-responsive listed references, references that fail to support applicable Proposal information, or poor references will be considered by the Evaluation Committee in scoring Proposals. The Sites Authority reserves the right to check references not included in a Proposer's Proposal.

2.7 Negotiations and Award

Upon determination of the highest ranked Proposal, Sites Authority and Proposer will, among other things, meet to review the Proposal, clarify any items contained in the Proposal and negotiate a mutually agreeable CMAR Contract.

If the final negotiation of the CMAR Contract, with the highest ranked Proposer, is not successful, Sites Authority reserves the right to terminate the negotiations and begin negotiations with the next highest ranked Proposer. This right shall be continued until a satisfactory CMAR Contract can be negotiated or until the Sites Authority elects to reject all Proposals.

After negotiating a CMAR Contract, Sites Authority will make the final recommendation to the Authority Board concerning the CMAR Contract. The Authority Board will authorize the Executive Director to execute the CMAR Contract.

2.8 Team Continuity and Team Enhancements

Proposers are reminded that all Key Subcontractors and Key Personnel identified in the SOQ (with the exception of the Reservoir Package environmental mitigation manager) shall remain on the Reservoir Package CMAR Team for the duration of the procurement process, through execution of the Reservoir Package CMAR Contract, and completion of the Reservoir Package. If extraordinary circumstances require a change of Key Subcontractors or Key Personnel during the procurement process, it must be submitted in writing via email to the Contact Person. The Sites Authority, at its sole discretion, will determine whether to authorize a change, recognizing that extraordinary circumstances (such as termination of employment) may occur that are beyond the Short-listed Respondent's control. Unauthorized changes to the Reservoir CMAR Team at any time during the procurement process may result in elimination of the Proposer from further consideration. Proposers should note that improper substitution of Key Subcontractors or Key Personnel during the Reservoir Package is prohibited in the Contract Documents.

Proposers may however enhance their teams in their Proposals provided that such enhancements do not replace Key Personnel or Key Subcontractors identified in the Short-listed Respondent's SOQ.

2.9 Disallowed Firms

The Sites Authority has retained the following Authority's Managers, Authority's Leads, and consulting firms to provide guidance in preparing this RFP, and advice on related financial, contractual, and technical matters for the Sites Project. The following firms are prohibited from joining any Proposer's team or otherwise assisting any Proposers with the procurement process for the Reservoir Package CMAR Contract.

Authority's Managers and Authority's Leads

- Jerry Brown, Waterology Consulting
- Alicia Forsythe, Forsythe Group LLC
- JP Robinette, Robinette Consulting LLC
- Kevin Spesert, Spesert Consulting
- Kyle Hughes, Hughes Consulting, LLC
- Shayleen O'Connell, Ag & Water Financial Consulting, LLC

Consultants

- AECOM
- Brown and Caldwell
- CreativEnvironment
- ESA
- GEI
- Geosyntec
- ICF
- HdL Consulting
- HDR
- Jacobs
- MBK
- Katz & Associates
- Phénix Environmental Planning

Any affiliated firms of the entities listed above are also precluded from participating or advising in the Reservoir Package procurement.

Law firms, lobbyists, and other policy advisors under contract with the Sites Authority are prohibited from joining any Proposer's team or otherwise assisting any Proposer with the procurement process for the Reservoir Package.

Other firms, currently or previously engaged on the Sites Project and not listed above, may be excluded from the Reservoir Package procurement at the sole discretion of the Sites Authority. Proposers are responsible for compliance with California Government Code section 1090, 2 Code of Federal Regulations 200.319(b), and all other applicable competitive advantage and conflict of interest rules and regulations.

2.10 Sites Authority Rights and Procurement Conditions

The Sites Authority reserves, holds without limitation, and may exercise, at its sole discretion, the following rights and conditions with regard to this RFP procurement process without incurring any obligations or liabilities. By responding to this RFP, a Proposer acknowledges and consents to the Sites Authority's rights and conditions, including, without limitation, the right to:

- Amend or modify the RFP through issuance of an addendum.
- Amend the scope of the Sites Project or the Reservoir Package.
- Appoint Evaluation Committee members to review Proposals.
- Investigate the qualifications of any Proposer by, among other things, contacting project references, visiting referenced facilities, accessing public information, contacting independent parties, or any other means.
- Seek or obtain information from any source related to the Proposals.
- Hold meetings and conduct discussions and correspondence with the Proposers.
- Require additional information, or confirm information, from Proposer concerning its Proposal.
- Seek and receive clarifications from a Proposer, in writing, of a Proposal.
- Require from a Proposer additional evidence of qualifications to perform the work required to construct the Reservoir Package.
- Disqualify any Proposer that submits an incomplete or inadequate Proposal, is not responsive to the requirements of the RFP, or is otherwise deemed to be unqualified during any stage of the procurement process.
- Extend, suspend, withdraw, modify or cancel the RFP at any time.
- Revise the information and other content included in the RFP or the Draft CMAR Contract.
- Waive any non-material defects, deficiencies, informalities, technicalities, or irregularities in a Proposal, or any non-material deviations from the requirements set forth in the RFP and accept and review a non-conforming Proposal.
- Reject any or all Proposals at any time.
- Reject any Proposals containing exceptions, additions, qualifications or conditions not called for in the RFP or otherwise not acceptable to Sites Authority, including where the requested information and materials are not provided.

- Rescind the shortlisting of a Respondent based on subsequently-acquired information.
- Issue a new RFP or re-advertise and/or re-solicit the requirements set forth in the RFP at any time.
- Not allow an appeal from a denial due to an incomplete or late Proposal.
- Add the next highest ranking Respondent to the short-list at any time during the procurement process.
- Negotiate with the next highest ranking Proposer if the Sites Authority is unable to successfully negotiate a contract with the highest-ranking Proposer.
- Rescind a CMAR Contract signed by the selected CMAR after award by the Sites Authority, but not yet executed by the Sites Authority.
- Not issue a notice to proceed after execution of the CMAR Contract.

This RFP does not commit the Sites Authority to enter into a CMAR Contract nor does it obligate the Sites Authority or any of its agents, employees, advisors or representatives to pay for any costs incurred by Proposers in preparation and submission of the Proposals, in anticipation of a CMAR Contract, or in any other activities included as part of the procurement process. By submitting a Proposal, a Proposer disclaims any right to be paid for such costs.

In no event will the Sites Authority be bound by or be liable for any obligations with respect to the CMAR Contract until such time (if at all) as the CMAR Contract, in form and substance satisfactory to the Sites Authority, has been executed and authorized by the Sites Authority and approved by all required parties and then only to the extent set forth therein.

2.11 Appeal Procedures

2.11.1 Waiver; Effect of Failure to Protest or Appeal.

The protest and appeal procedures and time limits set forth in this section are mandatory and constitute any protestor's sole and exclusive remedy in the event of an appeal or protest. A protestor's failure to timely complete the protest or appeal procedures shall be deemed a failure to exhaust administrative remedies. Failure to exhaust administrative remedies, or failure to comply otherwise with these procedures, shall constitute waiver of any right to further pursue the protest or appeal, including filing a California Government Code claim or legal proceedings. These provisions are included in this RFP expressly as consideration for such waiver and agreement by any protestor, including, but not limited to, Short-listed Respondents and Proposers.

2.11.2 Protest Procedures for RFP

a. Protest Contents of RFP

Only a Short-listed Respondent may protest the contents of the RFP. Any protest by someone other than a Short-listed Respondent will be subject to summary rejection without further consideration and the person or entity will have no right to any relief.

If a Short-listed Respondent has questions, concerns, or needs clarifications about the contents of the RFP, they must submit a written question to Sites Authority via PlanetBids by the designated deadline for submittal of written questions. If the Short-listed Respondent is not satisfied with Sites Authority's response, they may protest the contents of the RFP. Any such protest shall be limited to the Short-listed Respondent's unresolved question, concern, or requested clarification submitted by the designated deadline for questions.

Protests based on the content of the RFP shall be submitted in writing to Sites Authority no later than 5:00 p.m. on the 5th calendar day after Sites Authority issues the final addendum for the RFP (see Table 2-1). The notice of protest must be submitted in writing via email to the Contact Person. Any protest submitted untimely will be rejected by Sites Authority as invalid.

Any protest must include the following:

- The name, address and telephone number of the person representing the Short-listed Respondent;
- A detailed statement of the legal and/or factual grounds for each material issue identified in the protest; and
- All factual and legal documentation in sufficient detail to establish the merits of the protest.

Any matters not set forth in the protest shall be deemed waived. A failure to timely file a protest will waive a Short-listed Respondent's right to protest the content of the RFP. Sites Authority will review and evaluate the basis of the protest provided the protest is filed in strict conformity with the foregoing. Sites Authority will provide the Short-listed Respondent with a written statement concurring with or denying the protest. Action by Sites Authority relative to the protest will be final and not subject to appeal or reconsideration.

b. Protest Selection of Proposer After RFP Process

A Proposer may protest the selection of the highest ranked Proposer at the conclusion of the RFP process. Any protest by someone other than a Proposer will be subject to summary rejection without further consideration and the person or entity will have no right to any relief. Protests based on the selection of the highest ranked Proposer shall be submitted in writing to Sites Authority no later than 5:00 p.m. on the fifth (5th) business day after receipt of notification of Sites Authority's selection. The protest must be submitted in writing via email to the Contact Person. Any protest submitted untimely will be rejected by Sites Authority as invalid and Proposer's failure to timely file a protest will waive Proposer's right to protest.

Proposer's protest must include the following:

- The name, address and telephone number of the person representing Proposer;
- A detailed statement of the legal and/or factual grounds for each material issue identified in the protest; and
- All factual and legal documentation in sufficient detail to establish the merits of the protest.

Any matters not set forth in the protest shall be deemed waived. Sites Authority will review and evaluate the basis of the protest provided the protest is filed in strict conformity with the foregoing. Sites Authority will provide the protestor with a written statement responding to the protest. Action by Sites Authority relative to the protest will be final and not subject to appeal or reconsideration.

2.12 Public Works Prevailing Wage and Contractor Registration

Certain labor categories for the Reservoir Package may be subject to prevailing wages as identified in the State of California Labor Code commencing at sections 1720 et seq. and 1770 et seq. If applicable, employees working in these categories at the site must be paid not less than the basic hourly rates of pay and fringe benefits established by the California Department of Industrial Relations ("DIR"). Copies of the State of California wage schedules are available for review at www.dir.ca.gov/dlsr/. In addition, a copy of the prevailing rate of per diem wages will be made available at the Sites Authority's office upon request. The successful Reservoir Package CMAR Contractor shall post a copy of the prevailing wage rates at each job site. It shall be mandatory upon the Proposer to whom the CMAR Contract is awarded, and upon any subcontractors, to comply with all State of California Labor Code provisions, which include but are not limited to the payment of not less than the said specified prevailing wage rates to all workers employed by them in the execution of the CMAR Contract, employment of apprentices, hours of labor and debarment of contractors and subcontractors.

Pursuant to State of California Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a proposal, or enter into a contract to perform public work must be registered with the DIR. No Proposer may be accepted nor any contract entered into without proof of the Proposer's and subcontractors' current registration with the DIR to perform public work. If awarded the CMAR Contract, Proposer and its subcontractors shall maintain active registration with the DIR for the duration of the Reservoir Package. The CMAR Contract awarded pursuant to this RFP is subject to compliance monitoring and enforcement by the DIR.

2.13 Funding Requirements

Funding for the Sites Project has been provided in full or in part by federal, state, or local grants and/or loans (collectively, the “Funding Requirements”). The selected Reservoir Package CMAR Contractor shall comply, and assist Sites Authority in complying with, all duties, requirements, and obligations in and arising out of the Funding Requirements. The Funding Requirements are included in Attachment 9 to the Draft CMAR Contract.

Proposers shall be subject to 2 C.F.R. § 200.321 and should ensure that that small businesses, minority businesses, women’s business enterprises, veteran-owned businesses, and labor surplus area firms are considered when subcontracting work.

Such consideration means:

(1) These business types are included on solicitation lists;
(2) These business types are solicited whenever they are deemed eligible as potential sources;
(3) Dividing procurement transactions into separate procurements to permit maximum participation by these business types;
(4) Establishing delivery schedules (for example, the percentage of an order to be delivered by a given date of each month) that encourage participation by these business types; and
(5) Utilizing organizations such as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Proposers shall submit evidence of compliance with the foregoing when requested by the Sites Authority.

3.0 Proposal Evaluation and Sites Authority's Goals and Evaluation Intent

3.1 Overview

The Sites Authority desires to select a Proposer that best demonstrates its institutional capabilities, resources, and overall approach to successfully implement an undertaking of the duration, complexity, and size of the Reservoir Package through work on all phases of work including work during preconstruction, development of GMPs, construction, and commissioning. Accordingly, this RFP requests Proposals that conform to the following framework:

- Programmatic approach to managing the Reservoir Package work through preconstruction, construction, and commissioning.
- Development Scenario illustrating how the Proposer would successfully execute Golden Gate Dam through preconstruction and construction (not including commissioning).
- Reservoir Package pricing and cost management.

Proposers should note that preconstruction work has been divided into two phases as explained in RFP Section 1.5.

During the period between issuance of the notice to proceed and final Sites Project funding, the scope of preconstruction services to be included in Phase 1a (refer to RFP Attachment C for a preliminary list of scope items) will be discussed during the Proprietary Meetings. Following these meetings, the Sites Authority will issue an addendum defining the final Phase 1a scope of work. Proposers will then be required to submit a lump sum price for Phase 1a, without exceptions or modifications.

Phase 1b will begin upon overall Sites Project funding completion. Phase 1b will be compensated on a not to exceed basis using established all inclusive billing rates for Key Personnel and Key Subcontractor personnel as well as an established markup for Key Subcontractor work. It is the Sites Authority's intention to negotiate the scope and not to exceed budget prior to completion of obtaining overall Sites Project funding.

Proposers should also note that preconstruction phase insurance requirements are described in Attachment 2 to the Draft CMAR Contract. Considering input from Short-listed Respondents and from the insurance industry, the Sites Authority is currently studying various risk financing solutions for the Reservoir Package. The construction phase insurance requirements for the Reservoir Package will be published in an addendum to this RFP (refer to RFP Attachment B). Proposers are asked to confirm their ability to meet these requirements as part of Proposal Section 1.1.

The following table summarizes the overall intent of the Evaluation Committee in reviewing these three components of the Proposal. Specific evaluation criteria are included in Table 4-2.

Table 3-1. Evaluation Intent

Programmatic Approach	Development Scenario	Reservoir Package Pricing and Cost Management
The Evaluation Committee will consider how each Proposer would bring its resources, capabilities, and approach to create a long-term business partnership with the Sites Authority that recognizes the importance of community needs including the operation of existing facilities.	The Evaluation Committee will consider an array of factors related to each Proposer's technical narrative, preliminary Golden Gate Dam schedule, and Indicative Pricing, over the course of preconstruction and construction.	The Evaluation Committee will consider how the information provided by each Proposer reflects a transparent approach to pricing, provides the opportunity for cost reduction to the Sites Authority, and minimizes the risk of misalignment on future cost issues.

4.0 Proposal Submittal Requirements

4.1 General Submittal Requirements

4.1.1 Proposal Submittal Location and Deadline

Proposals shall be submitted electronically through PlanetBids on or before the date and time listed in Table 2-1.

4.2 Withdrawals / Resubmittal of Proposals

After submitting a Proposal to the Sites Authority, the Proposer may withdraw the Proposal if all of the following occurs:

- The Proposer submits a written notice to the Contact Person, signed by an authorized representative of the Proposer.
- The Sites Authority receives the request before the Proposal due date and time.

The original Proposal may be revised and resubmitted if the Sites Authority receives the revised Proposal before the Proposal due date.

4.3 Required Proposal Format

The Proposal with sections and subsections bookmarked shall be formatted as follows:

- **Language**: All information shall be in English.

- **Type Font**: The font shall be Times New Roman or Arial. All narrative text shall be single-spaced, 12 point font. The minimum font size for headings shall be 12 point font. The minimum font size for charts, exhibits, and other illustrative and graphical information shall be 9 point font.

- **Page Size**: With the exception of team and individual-level organization charts and schedules, all information shall be printed on 8.5-inch by 11-inch paper. Team and individual-level organization charts and schedules may be one-sided on 11-inch by 17-inch paper.

- **Page Margins**: No text, tables, figures, photos, or other substantive content shall be printed within 0.75 inch of any page edge.

- **Page Limit**: The Proposal page limit is 75 pages or less, excluding front cover, table of contents, executive summary, cover letter, forms, dividers, and appendices. A page is one printed side of one sheet (i.e., double-sided sheet counts as two pages). Any content exceeding the page limits will not be reviewed and will not be included in the evaluation. Brevity and the use of graphics and tables are encouraged.

- **Information to Include**. The Proposal shall include only information required by this RFP. No other information will be considered in the evaluation of the Proposal.

- **Dividers**: Section dividers shall contain the Section number and/or Section title. No other text, graphics, or photos are permitted on the dividers. The dividers will not be counted toward the allowable page total.

- **Front Cover**: The front cover of each Proposal shall be labeled with the name of the Proposer, along with the following:

  Sites Project Authority
  Reservoir Package CMAR RFP 25-06
  Proposal
  Date of Submittal

4.4 Proposal Organization and Required Content

The Proposal shall contain the information described in Table 4-1 in the order shown unless otherwise indicated.

Table 4-1. Proposal Organization and Submittal Requirements

Proposal Section and Appendices	Submittal Requirements
Cover Letter	Provide a cover letter, using Form A in RFP Attachment G. The letter must: • Be signed by an authorized representative of the proposed Reservoir Package CMAR Contractor with authority to commit to the work. • Confirm point of contact name and contact information for all future correspondence related to the Reservoir Package CMAR procurement. • Reference executed Corporate Documents (include in Proposal Appendix A).
Table of Contents	Provide a Table of Contents that includes major headings of the Proposal and associated page numbers as well as a list of appropriate tables, graphics, figures, photos, appendices, etc.
Executive Summary	Provide a brief description of the proposed CMAR Team and the approach the CMAR Team will take to providing the required Reservoir Package CMAR services. The Executive Summary should highlight important aspects of your programmatic approach, your approach to the Development Scenario, and your approach to pricing the work. 2 pages maximum

Proposal Section and Appendices	Submittal Requirements
Section 1.1: Ability to Provide Required Insurance, Payment and Performance Bonds	Provide the required letter from insurers (See Form B in Attachment G to this RFP) confirming the ability of the proposed Reservoir Package CMAR Contractor to provide the minimum insurance requirements defined in Attachment B to this RFP. If the proposed Reservoir Package CMAR Contractor is a Joint Venture or partnership provide required letter for each member or partner. Provide the required letter from surety(ies) (see Form C in Attachment G to this RFP) confirming the proposed Reservoir Package CMAR Contractor's ability to obtain payment and performance bonds and other related information. Include updated names and ratings of proposed sureties.
Section 1.2: Material adverse changes	Identify any material adverse changes to financial strength and contingent liabilities since SOQ submission. Proposer may provide explanatory information for consideration if applicable in Proposal Appendix B.

Proposal Section and Appendices	Submittal Requirements
Section 1.3: Staffing Approach	• Provide a narrative describing the CMAR Team's management principles and values. • Provide a narrative identifying specific roles and responsibilities for Key Personnel and how the assigned roles and responsibilities relate to your proposed approach to implementing the Reservoir CMAR Contract. • Describe your proposed staffing approach including: 1) your approach to ensuring continuity between preconstruction and construction and your team's depth of staff that will allow you to manage changes in personnel over the duration of construction. Identify strategies you will use to preserve and transfer institutional knowledge across the different project phases, 2) how the qualifications of your proposed Key Personnel reflect the requirements of your proposed approach to preconstruction and construction. • Provide a narrative identifying specific strategies Proposer will use to engage with the existing Sites Project team to foster an open, transparent, and collaborative working environment. • In the event that provided preconstruction and/or construction organization charts in the SOQ have varied, provide revised preconstruction and/or construction organization charts explaining the changes. If new preconstruction and/or construction organization charts are supplied, provide new resumes for added personnel (to be included in Proposal Appendix C). For the revised organization charts, if supplied, show roles and responsibilities for the proposed Reservoir Package CMAR Contractor and each Key Subcontractor. Key Personnel and their affiliations shall be identified on the respective organization charts.

Proposal Section and Appendices	Submittal Requirements
Section 1.4: Safety	• Describe your approach to safety including developing a culture of safety, implementing safety management systems, encouraging timely reporting of accidents and near-misses, providing safety training, and securing the jobsite, and approach to incorporating lessons learned over the duration of the work. • Describe how your safety approach will be tailored to the Reservoir Package work and will provide for the emergency services committed to by the Sites Authority in the Final EIR. • Describe specific safety risks anticipated for this work and how they would likely be addressed. • Describe the authority of the proposed Safety Manager and who the Safety Manager reports to. • Include updated safety statistics (Experience Modification Rate, Average Recordable Injury or Illness Rate, and Average Lost Work Rate) for the last three years for the proposed Reservoir Package CMAR Contractor and all Key Subcontractors.

Proposal Section and Appendices	Submittal Requirements
Section 1.5: Quality	• Describe your organization's quality program and how it will be tailored to the Reservoir Package work during preconstruction and construction. • Identify any corporate quality standards and how they will be modified for the Reservoir Package work, during preconstruction and construction. • The Sites Authority anticipates that it will have a quality assurance (QA) / oversight role. Describe how you see the interrelation of the roles between the Sites Authority and the Reservoir Package CMAR Contractor's quality duties, and your recommendations for integrating QA/ quality control (QC) activities to avoid duplication of effort and generally streamline oversight, while still ensuring specification compliance and alignment with the designer's intent. • Describe the authority of the proposed Quality Manager and who the Quality Manager reports to.
Section 1.6: Workforce Development	• Describe your approach to complying with the Sites Authority's Construction Workforce Policy. • Describe your approach to meeting or exceeding Project Area and Local Area goals from the Construction Workforce Policy. • Describe your approach to attracting, retaining, and training workforce.

Proposal Section and Appendices	Submittal Requirements
Section 1.7: Self-Performance and Subcontracting Strategies	• Describe your approach to self-performing work, work to be performed by Key Subcontractors and work that will be subcontracted through competitive bidding. Provide updated percentages for Reservoir Package construction work you expect to be self-performed and you expect to be performed by Key Subcontractors to the extent your approach results in changes to the percentages provided in the SOQ. • Describe your approach to encouraging, training, and utilizing local businesses in delivery of the Reservoir Package (contractors and vendors). • For work that will be competitively bid, describe your overall approach to subcontractor outreach.
Section 1.8: Approach to Preconstruction Services	• Describe the approach you recommend for negotiating scope, approach, and a not to exceed budget for Phase 1b. Are there elements you would recommend adding, modifying, or deleting from those activities identified in RFP Attachment C Preliminary Phase 1a Activities List? • Describe your approach to becoming embedded in the Sites Authority's established team. • Provide high-level feedback relating to the Reservoir Package design, strategic planning, and development of cost estimates and schedule.

Proposal Section and Appendices	Submittal Requirements

Section 1.9: High Level Programmatic Schedule and Narrative	• Provide a high-level schedule that demonstrates how you would sequence the work (preconstruction, construction, and commissioning) for all components of the Reservoir Package. This schedule is intended to be developed at a programmatic level showing the general strategy for executing and expediting the Reservoir Package. The schedule should show the proposed sequencing of work, the interrelationships of major work features, including interrelationships with the Maxwell Sites Pumping Generating (Conveyance) CMAR package.
	
	• Assumptions for schedule development:
	  ○ Incorporate assumptions used in the Development Scenario for Golden Gate Dam, particularly duration and assumed start (additional assumptions listed in Proposal Section 2.0)
	  ○ Assume tunneling for the Sites diversion will begin in 2027.
	  ○ Assume starting in 2028, work is not restricted by landownership or other factors. [Note: this is an overly simplified / optimistic assumption that is being used for the purposes of this RFP.]
	
	• The schedule shall be prepared using Oracle Primavera (P6) [version 22.12 (December 2022) or later] and printed on 11x17 paper. The Proposal shall also include an electronic XER file and PLF format file of the schedule in Proposal Appendix D.
	
	• Provide a corresponding narrative describing the approach and assumptions used to generate the schedule.

Section 1.10: Innovations and Unique Approaches	• Generally, describe any unique or innovative approaches to components of work other than the Golden Gate Dam, which is included in the Development Scenario (Section 2 of the Proposal).

Proposal Section and Appendices	Submittal Requirements
Section 1.11: Community Impacts and Benefits	• Describe your approach to workforce housing including development of working camps or other means of supporting a large and remote workforce. • Describe your approach to traffic management (for worker commuting and material hauling) and how it might change over the lifecycle of the Reservoir Package work. • Discuss your recommended strategies for maintaining community access through the Sites Reservoir area during construction prior to the final permanent road alignments. • Describe your concepts for reducing potential traffic impacts to affected agricultural production. • Discuss how your approach will account for minimizing effects of construction on local community public services. Address construction activities during the fire season and wet season and impacts on local utilities.

Proposal Section and Appendices	Submittal Requirements
Section 2: Golden Gate Dam Development Scenario	In preparing this section, Proposers are expected to make reasonable assumptions as needed. This exercise is not intended to be constrained by currently available information. The evaluation will be made on the reasonableness of specific assumptions made for unknown elements and to gain a holistic understanding of how the Proposer envisions executing a representative scope of work under a hypothetical scenario. The Development Scenario is to be based on constructing Golden Gate Dam, assuming the following: • Initiation of Reservoir Package preconstruction: as described in RFP Section 1.4. • Work package #1 is constructed in 2027 and generally establishes a field office complex, initial staging area, the north-south haul road (depicted on drawings: STS-1790-R-2102 through STS-1790-R-2104), rock borrow investigations, the establishment of the Funks Creek diversion, completion of the Golden Gate Dam cofferdam and the initiation of foundation excavation/preparation. • Work package #2 would start in the spring of 2028 and signify the start of construction in earnest (i.e. not constrained by land, funding, permits, etc). • At the start of Work package #2 the heavy and continuous construction traffic will not be permitted on Maxwell Sites Road. Construction traffic will utilize Delevan Road to the Funks Construction Access Road (callouts: 11, 12, 37, 38, 39 on drawing sheet STS-1700-R-0001) prior to the commencement of importing filter and drain materials. Proposers should note that this is an assumption for the sole purpose of the Development Scenario and will be refined as part of negotiations of work package #1.

Proposal Section and Appendices	Submittal Requirements

Section 2: Golden Gate Dam Development Scenario (continued)	For the Development Scenario, provide the following:
	• Technical narrative describing your proposed approach to constructing Golden Gate Dam. At a minimum, describe the following:
	  ○ Services provided during Phase 1a and Phase 1b, including process recommended for GMP development, specific collaboration strategies during preconstruction.
	  ○ Proposed sequencing and means and methods.
	  ○ Assumptions made based on available information.
	  ○ Key production rates or ranges.
	  ○ Critical risks and how they would be managed, mitigated and allocated (tied to the approach for the Indicative Pricing, see below).
	  ○ Innovation propositions and value engineering concepts.
	  ○ Approach to environmental compliance.
	  ○ Approach to upholding the Sites Authority's values.
	  ○ Alignment with the Local Community Working Group Policy Recommendations and proposed steps to generally minimize construction impacts to the surrounding community.
	• Schedule
	  ○ Schedule shall be from the start of Phase 1a through Substantial Completion.
	  ○ Schedule shall correspond to the technical narrative representing the proposed approach.
	  ○ The level of detail shall be sufficient to convey a clear and comprehensive understanding of the proposed approach. For evaluation purposes, the schedule should be concise and well-organized, emphasizing coherence and clarity. To convey this level of detail, it is recommended that the schedule contains between 30 and 50 activities.
	  ○ The schedule shall be prepared using P6 [version 22.12 (December 2022) or later] and printed on 11x17 paper. The Proposal shall also include an electronic XER file and PLF format file of the schedule in Proposal Appendix E.

Proposal Section and Appendices	Submittal Requirements

Section 2: Golden Gate Dam Development Scenario (continued)	• Indicative Pricing (non-binding)
	  ○ For the Indicative Pricing exercise, Proposers are to develop assumptions needed for pricing based on the available information provided. This exercise is only for evaluation purposes (not binding) and is not intended to achieve a high level of accuracy, but rather to provide insight into the Proposer's estimating structure.
	  ○ A brief narrative on the approach or other information thought to be useful for understanding the development of the Indicative Pricing.
	
	  ○ Indicative Pricing should be based on:
	  ▪ Proposer's understanding of provided information, site knowledge and experience and also be founded in the assumptions and identified risks outlined in the technical narrative and utilized in the schedule.
	  ▪ Production rates outlined in the technical narrative and used in the schedule.
	  ▪ Labor rates and equipment rates provided in the Reservoir Package Pricing and Cost Management (Proposal Section 3).
	  ▪ Proposers are to reference the Draft Material Handling and Development Technical Memorandum within the basis of design report for estimated quantities assumptions in addition to making their own assumptions.
	
	  ○ In Proposal Appendix F, Proposer shall include the completed Indicative Pricing table (see RFP Attachment E) and full detailed back up information from their estimating software in a pdf and excel format. The full detailed backup shall include the equipment spread with rates, labor crews with rates, material costs, subcontractor costs, production rates and appropriate notes related to the work approach, production, and assumptions.

Proposal Section and Appendices	Submittal Requirements
	Note: This Indicative Pricing is non-binding, however Sites Authority's may reference aspects of the Indicative Pricing assumptions in future negotiations, such as production rates and equipment spreads.

Proposal Section and Appendices	Submittal Requirements

Section 3: Reservoir Package Pricing and Cost Management	• For Phase 1a, provide your proposed lump sum pricing. Pricing to be based on addendum issued after the Proprietary Meetings. Include the backup information in Proposal Appendix G.
	
	• For Phase 1b, provide the following:
	  ○ A table in Proposal Appendix G showing all inclusive billing rates for Key Personnel and for personnel employed by Key Subcontractors. All inclusive billing rates must be inclusive of all overhead and profit, per diem and travel home allowances.
	  ○ Your proposed markup percentage for work performed by Key Subcontractors.
	
	• For construction work that will be self-performed or performed by Key Subcontractors, provide the following in Proposal Appendix G:
	  ○ Craft labor rates for expected craft labor classifications including straight time and overtime rates and the breakout of labor burden, including payroll taxes, insurance and per diem. For craft labor rates, provide a brief narrative explaining what labor scales are anticipated to be used and if an “attractive rate adder” is expected. If applicable, provide allowances for travel home costs.
	
	  ○ Management labor rates including, if applicable straight and overtime rates and the breakout of labor burden, including per diem. If applicable, provide allowances for travel home costs.
	
	  ○ Describe how you propose to adjust craft labor and managerial labor rates over the duration of the Reservoir Package work.
	
	Note: It is the Sites Authority’s intention that the provided craft and managerial labor rates are to be binding with spelled out terms for future adjustments/escalations, to be discussed and negotiated prior to contract execution. Provide current rates, not future escalated rates.

Proposal Section and Appendices	Submittal Requirements
Section 3: Reservoir Package Pricing and Cost Management (continued)	○ Equipment Rates ▪ For work that will be self-performed or performed by Key Subcontractors, complete the table in RFP Attachment F and submit as part of Proposal Appendix G providing rates for major and common equipment that is influential to the overall cost of the Reservoir Package. ▪ Propose a method for adjusting rates for future market conditions (fuel, tires, wear parts, etc.). ▪ Propose a method to establish rates for equipment that do not have previously agreed-to rates. ▪ Proposed criteria for operation conditions (average vs. severe use) with hypothetical site-specific examples. Note: It is the Sites Authority's intention that the provided equipment rates are to be binding with spelled out terms for future adjustments/escalations, to be discussed and negotiated prior to contract execution. Provide current rates, not future escalated rates. ○ Describe your recommended approach to establishing markups for overhead and profit for each GMP package. How does your approach account for differing risk levels based on the nature of the work, and how does your approach apply to work by Key Subcontractors, work that is competitively bid, and self-performed work? It is the Sites Authority's intention that the contract documents will define an agreed to approach for developing overhead and profit for each GMP package. ○ For work that will be self-performed or performed by Key Subcontractors, describe strategies you will employ to assure the Sites Authority of the reasonableness of your proposed pricing.

Proposal Section and Appendices	Submittal Requirements
Section 3: Reservoir Package Pricing and Cost Management (continued)	○ Provide recommendations for achieving alignment and estimated coordination with the Sites Authority's Independent Cost Estimator. Discuss your past experience implementing similar recommendations.

Proposal Section and Appendices	Submittal Requirements
Appendix A: Executed Corporate Documents	Provide executed corporate documents for the Proposer's legal entity.
Appendix B: Material adverse changes	Provide explanatory information related to material adverse changes to financial strength and contingent liabilities since SOQ submission.
Appendix C: Resumes	Resumes for added Key Personnel. Resumes shall include education, professional licenses and certifications, years of experience, descriptions of relevant projects and role; and two project references (including client reference contact information). Resumes shall be limited to no more than two pages each. Respondents should note that, in addition to the Key Personnel required by the SOQ, a Respondent may add additional Key Personnel. However, Respondents are cautioned not to arbitrarily add individuals as Key Personnel (and thereby add their resumes) unless such designation materially strengthens the Proposer's Proposal.
Appendix D: Programmatic Schedule Native File	Provide detailed electronic XER file and PLF format file of the programmatic schedule included in Proposal Section 1.9 High Level Programmatic Schedule and Narrative using P6 [version 22.12 (December 2022) or later].
Appendix E: Development Scenario Schedule Native File	Provide detailed electronic XER file and PLF format file of the Golden Gate Dam Development Scenario schedule included in Proposal Section 2 Golden Gate Dam Development Scenario using P6 [version 22.12 (December 2022) or later].
Appendix F: Detailed Indicative Pricing Backup	Provide the completed Indicative Pricing table and detailed backup (pdf and excel format) using Proposer's cost estimating software.

Proposal Section and Appendices	Submittal Requirements

Appendix G: Reservoir Package Pricing and Cost Management Backup	Provide the following per Proposal Section 3 Reservoir Package Pricing and Cost Management:
	• Backup information for Phase 1a proposed lump sum pricing
	• Proposer-developed table showing all inclusive billing rates for Phase 1b.
	• For construction work that will be self-performed or performed by Key Subcontractors, provide the following Proposer-developed forms:
	  ○ Craft labor rates
	  ○ Management labor rates
	• Completed equipment rate table

Appendix H: Comments to the Draft CMAR Contract	Proposers may provide comments on the Draft CMAR Contract, using Form I in RFP Attachment G, provided they include explanations of the rationale for the proposed change.
Appendix I: Other Executed Proposal Forms	Provide the following completed forms: • Form D: Organizational Conflict of Interest Certification • Form E: Non-Collusion Declaration • Form F: Executive Order N-6-22 Certification • Form G: Anti-Lobbying Certification • Form H: Debarment and Suspension Certification

4.5 Evaluation Process, Criteria, and Weighting

Table 4-2 sets forth the relative weightings that the Evaluation Committee will use in evaluating and scoring Proposals.

Table 4-2. Evaluation Criteria and Considerations

Evaluation Criteria	Evaluation Considerations
Cover Letter	Required, not scored
Table of Contents	Required, not scored
Executive Summary	Required, not scored
Section 1: Programmatic Approach	**40% of Proposal score**
Section 1.1: Ability to Provide Required Insurance, Payment and Performance Bonds	• Has Proposer demonstrated its ability to obtain the required insurance and payment and performance bonds as confirmed by letter from insurance agent(s) and by letter from surety(ies)?
Section 1.2: Material Adverse Changes to Financial Position	• Has there been any material adverse change in Proposer's financial strength including contingent liabilities since submittal of Proposer's SOQ? If yes, would these material adverse changes add significant risk to Proposer's ability to deliver the Reservoir Package?

Evaluation Criteria	Evaluation Considerations
Section 1.3: Staffing Approach	• To what extent does Proposer demonstrate that its team's qualifications are tailored to its proposed approach to implementing the Reservoir CMAR Contract? Are there any areas (specific Key Personnel and/or specific Key Subcontractors) of weakness or risk? • To what extent are Proposer's strategies for long-term staffing continuity and engagement (across preconstruction and construction and over the duration of construction) likely to be effective? • How effective and practical are the proposed strategies for fostering collaboration and transparency?
Section 1.4: Safety	• To what extent has Proposer demonstrated that its organization's safety management program is effective and well established and has resulted in improvements to Proposer's safety statistics over time? • To what extent does Proposer's identification of specific safety risks illustrate a thorough understanding of the Reservoir Package work? To what extent are Proposer's recommended strategies for managing these identified risks likely to be effective? • Will the proposed Safety Manager have the position and authority needed to assure effective implementation of the Reservoir Package safety program?

Evaluation Criteria	Evaluation Considerations
Section 1.5: Quality	• To what extent has Proposer demonstrated that its organization's quality program is effective and well established? • To what extent does Proposer's recommended reasonable division of responsibilities for QC, QA, and oversight between the Sites Authority and the Proposer balance the need for assuring a high level of quality while also minimizing unnecessary duplication of effort? • Will the proposed Quality Manager have the position and authority needed to assure effective implementation of the Reservoir Package quality program?
Section 1.6: Workforce Development	• To what extent is Proposer's recommended approach for complying with the Sites Authority's Construction Workforce Policy and for achieving Project Area and Local Area goals practical and effective? • To what extent has Proposer demonstrated practical, innovative, and effective strategies for attracting, retaining, and training workforce, including proposed workforce housing approach?

Evaluation Criteria	Evaluation Considerations
Section 1.7: Self-Performance and Subcontracting Strategies	• To what extent has Proposer provided a sound rationale for allocating the Reservoir Package work that will be self-performed, performed by Key Subcontractors, and competitively bid? • To what extent has Proposer identified practical and innovative approaches to encouraging, training, and utilizing local businesses in delivery of the Reservoir Package? • For work that will be competitively bid, to what extent has Proposer demonstrated practical and effective strategies for engaging subcontractors and for packaging the work to encourage interest and competition?
Section 1.8: Approach to Preconstruction Services	• To what extent has Proposer demonstrated an effective approach to implementing Phase 1b including any recommended scope modifications that are likely to result in cost savings or add costs to the work? • To what extent has Proposer demonstrated that it can quickly become embedded with the Sites Authority's established team? • To what extent does Proposer's approach provide for credible feedback to the Sites Authority and Design Engineers on the Reservoir Package design, input to strategic planning, and development of cost estimates and schedules in a transparent and iterative manner?

Evaluation Criteria	Evaluation Considerations
Section 1.9: High Level Programmatic Schedule and Narrative	• To what extent does Proposer's programmatic schedule, narrative, and assumptions reflect a thorough understanding of the work? • To what extent does Proposer's schedule reflect a reasonable approach to executing the work that is strategic and offers risk reduction?
Section 1.10: Innovations and Unique Approaches	• To what extent has Proposer identified unique or innovative approaches to the Reservoir Package work (other than Golden Gate Dam described in the Development Scenario) that are promising and likely to reduce costs and/or risks?
Section 1.11: Community Impacts and Benefits	• To what extent has Proposer demonstrated a practical approach to workforce housing that minimizes adverse impacts to the local community? • To what extent has Proposer demonstrated a practical approach to traffic management that is likely to minimize adverse impacts to the local community? • To what extent has Proposer identified strategies for maintaining community access through the Sites Reservoir area during construction prior to the final permanent road alignments? • To what extent has Proposer identified practical strategies for minimizing conflicts with agricultural production? • To what extent does Proposer's approach accounts for minimizing effects of construction on local community public services?

Evaluation Criteria	Evaluation Considerations
Section 2: Golden Gate Dam Development Scenario	**40% of Proposal score**
Section 2.1: Technical Narrative	• To what extent does the proposed technical approach reflect a thorough understanding of the work, including environmental and local community commitments? • To what extent does the narrative demonstrate an understanding of the risks and proposes reasonable ways to mitigate and allocate the risks? • To what extent does the technical narrative correlate and support the Indicative Pricing and schedule? To what extent is the technical narrative based on assumptions that are reasonable and realistic? • To what extent does the proposed technical approach offer innovative or value engineering measures that would benefit the Sites Authority.
Section 2.2: Schedule	• To what extent does the schedule demonstrate a thorough understanding of the Golden Gate Dam work? • To what extent is the Golden Gate Dam schedule based on assumptions that are reasonable and realistic? • To what extent is the Golden Gate Dam schedule clear, understandable and correlates to the technical narrative and Indicative Pricing?

Evaluation Criteria	Evaluation Considerations
Section 2.3: Indicative Pricing	• To what extent does the Indicative Pricing reflect a reasonable understanding of the work and risks? • To what extent is the Indicative Pricing full detailed backup (in Proposal Appendix F) transparent and easily understood? Proposers should note that clarity, reasonableness and alignment with the technical narrative and schedule will be the most significant part of the evaluation of the Indicative Pricing, not price or cost.
Section 3: Reservoir Package Pricing and Cost Management	**20% of Proposal score**
Section 3.1: Phase 1a lump sum pricing	• How does Proposer's lump sum pricing compare to the lump sum pricing in its competitor's Proposals? • To what extent has Proposer identified modifications, additions, and/or exceptions to the Phase 1a scope of work that are likely to require significant negotiation prior to contract execution? • To what extent has Proposer identified credible recommendations for achieving alignment with the Sites Authority's Independent Cost Estimator?
Section 3.2: Phase 1b Preconstruction all inclusive billing rates and proposed markups for work by Key Subcontractors	• How do Proposer's all inclusive billing rates for Phase 1b compare to the billing rates in its competitor's Proposals? • To what extent is Proposer's recommended markup percentage for work performed by Key Subcontractor's reasonable?

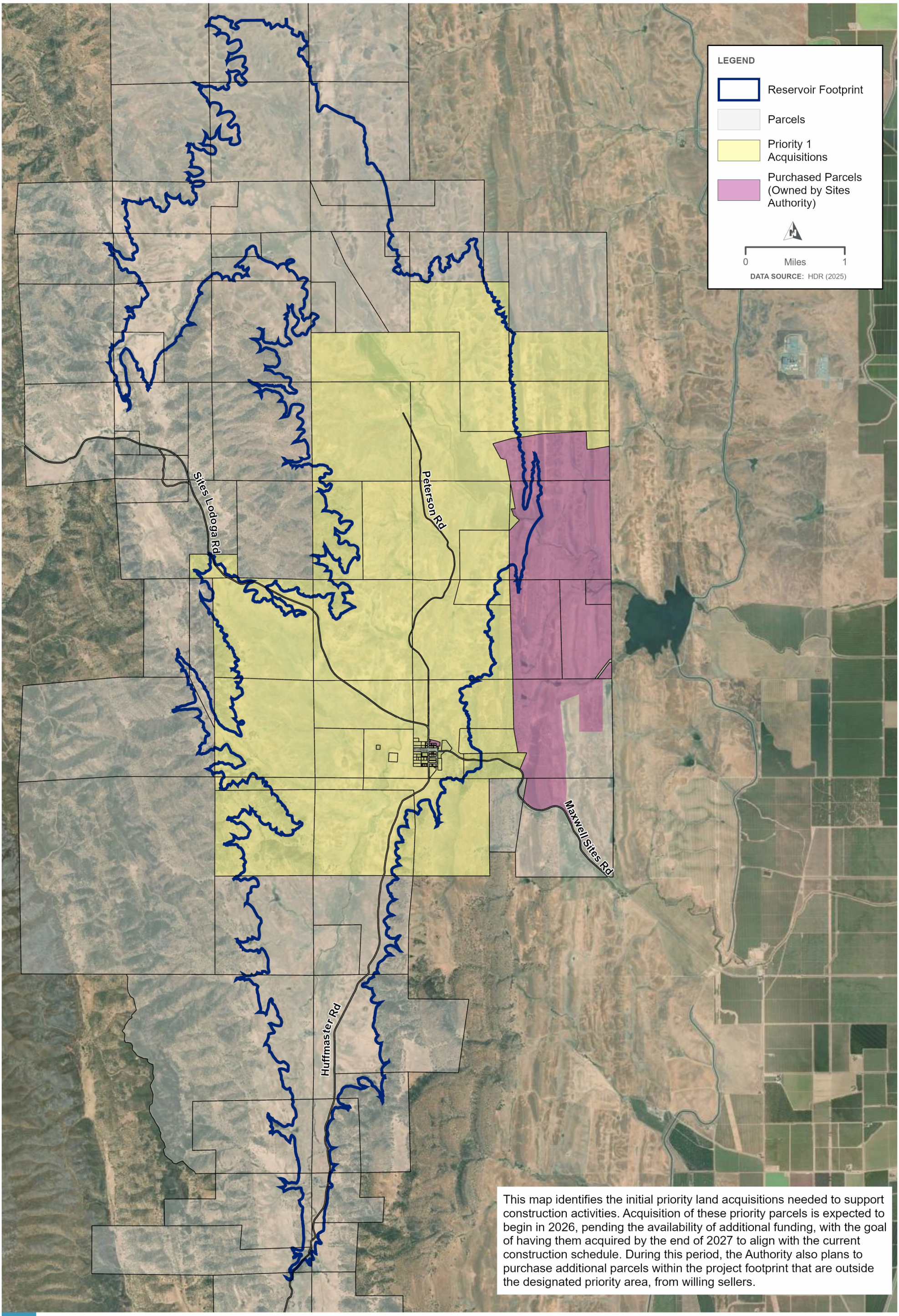
Evaluation Criteria	Evaluation Considerations
Section 3.3: Self-Performed or Key Subcontractor performed work during construction • Craft labor rates, management labor rates, and allowances and proposed method for adjusting rates over the duration of the Reservoir Package • Equipment rates, methods for adjustment and methods for developing new rates. • Proposed approach for establishing markups for overhead and profit • Strategies to assure reasonableness of pricing	• To what extent are the proposed labor billing rates cost competitive compared to the other Proposers? • To what extent are the proposed equipment billing rates cost competitive and reasonable? • To what extent do the proposed methods for adjusting equipment rates and developing new equipment rates reduce the chances of future misalignment and increases the Sites Authority's cost certainty? To what extent are Proposer's methods transparent, objective, and easily understood? • To what extent does Proposer's approach to markups for overhead and profit balance reasonable risk/reward against administrative burden? • To what extent has Proposer identified effective strategies for assuring the Sites Authority that self-performed or Key Subcontractor performed work is reasonably priced?

Evaluation Criteria	Evaluation Considerations
Proposal Appendices	
Appendix A: Executed Corporate Documents	Required, not scored.
Appendix B: Material adverse changes	Considered with Proposal Section 1.2.
Appendix C: Resumes	Considered with Proposal Section 1.3.
Appendix D: Programmatic Schedule Native File	Required, not scored.
Appendix E: Development Scenario Schedule Native File	Required, not scored.
Appendix F: Detailed Indicative Pricing Backup	Considered with Proposal Section 2.
Appendix G: Reservoir Package Pricing and Cost Management Backup	Considered with Proposal Section 3.
Appendix H: Comments to the Draft CMAR Contract	Will be used to facilitate contract negotiations.
Appendix I: Other Executed Proposal Forms	Required, not separately scored.

RFP Attachments

Attachment A: Land Acquisition Status

Priority 1 Land Acquisitions



This map identifies the initial priority land acquisitions needed to support construction activities. Acquisition of these priority parcels is expected to begin in 2026, pending the availability of additional funding, with the goal of having them acquired by the end of 2027 to align with the current construction schedule. During this period, the Authority also plans to purchase additional parcels within the project footprint that are outside the designated priority area, from willing sellers.

Attachment B:

Reservoir Package Minimum Insurance Requirements

Attachment B:

Reservoir Package Minimum Insurance Requirements

Preconstruction phase insurance requirements are described in Attachment 2 to the Draft CMAR Contract.

As described further in RFP Section 1.3, the Sites Authority anticipates issuing an addendum delineating the construction phase insurance requirements that Proposer must provide.

Attachment C:

Preliminary Phase 1a Activities List

Attachment C:

Preliminary Phase 1a Activities List

This is a list of preconstruction activities that could occur during Phase 1a, pending further discussion in the Proprietary Meetings.

- Construction sequencing to help inform land acquisition strategy.
- Constructability reviews of available 30% design, including innovation and value engineering concepts. Note: the design is not planned to be progressed during this period.
- Pricing and planning for initial RGMP work package.
- Regular occurring progress meetings – assume offsite three times per month and onsite once per month.
- Review of environmental commitments and restrictions.
- Development of various plans including but not limited to, Reservoir Package Construction Sequencing Plan, Environmental Management and Monitoring Plan, Self Performance, Subcontracting, and RGMP Packaging Plan, Project Support Facilities Plan, Construction Traffic Management Plan, and Preliminary Construction Phase Quality Control Plan.
- Development of the Project Labor Agreement (as applicable).
- Assistance with utility applications for relocation and temporary power.
- Assistance with the development of air quality permits and emissions modeling.
- Coordinate and adjust fire safety and emergency response plans of the Reservoir Package CMAR Contractor based on input from Maxwell Fire Protection District.
- Coordination and meetings with the Local Community Working Group.
- Coordination with the Sites Authority's biological terrestrial compensatory mitigation provider.
- Project Area and Local Area contractor outreach and coordination.

Attachment D: Draft CMAR Contract

(certain modifications shown in redline)

SITES PROJECT AUTHORITY



SITES RESERVOIR PROJECT:

CONSTRUCTION MANAGER AT-RISK CONTRACT FOR THE SITES PROJECT RESERVOIR PACKAGE

DRAFT

Sites Project Authority
122 Old Highway 99 West
Maxwell, CA 95955

TABLE OF CONTENTS

Page

CONSTRUCTION MANAGER AT-RISK CONTRACT 1

ATTACHMENT 1 PRECONSTRUCTION SCOPE OF SERVICES A1-1

ATTACHMENT 2 GENERAL CONDITIONS A2-1

ATTACHMENT 3 SPECIAL CONDITIONS A3-1

ATTACHMENT 4 CONSTRUCTION MANAGER'S COST PROPOSAL FORM A4-1

ATTACHMENT 5 SAMPLE TASK ORDER FOR PRECONSTRUCTION SERVICES FORM A5-1

ATTACHMENT 6 SAMPLE RESERVOIR WORK PACKAGE AMENDMENT A6-1

ATTACHMENT 7 PERFORMANCE BOND; PAYMENT BOND A7-1

ATTACHMENT 8 CMAR CERTIFICATIONS FROM RFQ AND RFP A8-1

ATTACHMENT 9 FUNDING REQUIREMENTS A9-1

DRAFT

CONSTRUCTION MANAGER AT-RISK CONTRACT
BETWEEN
SITES PROJECT AUTHORITY AND
[*INSERT CONSTRUCTION MANAGER NAME***]**
FOR THE SITES PROJECT RESERVOIR PACKAGE

This Construction Manager At-Risk Contract ("Contract") is made and entered into this ___ day of _____, 2025 ("Effective Date") by and between Sites Project Authority, a joint powers authority, (hereinafter referred to as "Sites Authority") and [***INSERT CONSTRUCTION MANAGER NAME***] (hereinafter referred to as "CMAR"). Sites Authority and CMAR are sometimes individually referred to as "Party" and collectively as "Parties."

RECITALS

A. Sites Authority is a public agency of the State of California and is in need of construction management services for the Sites Project Reservoir Package ("Project"), part of the Sites Reservoir Project, that will include two phases: (1) Reservoir Package CMAR preconstruction phase services ("Preconstruction Phase" or "Preconstruction Services"); and (2) Reservoir Package CMAR construction phase services ("Construction Phase" or "Construction Services") (each a "Phase" or collectively the "Phases"), each of which are more fully described in the Contract Documents (collectively, "Services"). As further described in the Contract Documents, the Preconstruction Phase includes both a Reservoir Package CMAR Preconstruction Phase 1A ("Phase 1A") and a Reservoir Package CMAR Preconstruction Phase 1B ("Phase 1B"). The Preconstruction Phase and Construction Phase may be performed concurrently.

B. Sites Authority has retained A/E of Record to provide and perform certain services in connection with design of the Project, including preparation of the Design Documents.

C. Sites Authority is authorized by Public Contract Code section 20928 *et seq*. to use construction manager at-risk contracting on the Project and issued a request for qualifications ("RFQ") to interested and qualified teams to submit statements of qualifications ("SOQs") and, based on the evaluation of the SOQs, short listed potential construction managers, including CMAR. Sites then invited short listed construction managers, including CMAR, to submit a proposal ("RFP Proposal") in response to Sites Authority's request for proposals ("RFPs").

D. Sites Authority determined that CMAR's RFP Proposal provided the best value to Sites Authority under a competitive process conducted in 2025 and the Sites Authority Board has awarded this Contract to CMAR taking into consideration the representations and commitments made by the CMAR during that process.

E. During the Preconstruction Phase, CMAR shall prepare and propose to Sites Authority multiple Reservoir Guaranteed Maximum Prices ("RGMPs") on an Open Book Basis for individual Reservoir Work Packages. RGMPs will aggregate together and be known as the Reservoir Package Guaranteed Maximum Price ("Reservoir Package GMP").

F. The first RGMP will include an overall budgetary-level estimate for the remaining Construction Services. Subsequent RGMPs for individual Reservoir Work Packages will include updated budgetary-level pricing for the remaining Construction Services and the original budget level estimate will be reduced as Reservoir Work Packages are performed.

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G. In entering into this Contract, the Parties expressly agree that Sites Authority is under no obligation to proceed with the Construction Phase or individual Reservoir Work Packages.

H. CMAR warrants and represents that it is able and qualified to perform the Services for the Project.

I. The Parties desire to enter into this Contract for the purpose of setting forth the terms and conditions upon which CMAR will complete the Project.

TERMS

1. CONTRACT DOCUMENTS.

1.1 Incorporation of Recitals; Contract Documents.

(a) The above referenced recitals are true and correct and are incorporated into this Contract by this reference. This Contract includes and hereby incorporates in full by reference the following documents which are the "Contract Documents", including all exhibits, drawings, specifications and documents therein, and attachments and addenda thereto:

[INSERT ADDITIONAL DOCUMENTS OR REMOVE DOCUMENTS LISTED IF NOT APPLICABLE TO THIS CONTRACT; THEN FINALIZE PRIOR TO EXECUTION]:

(i) Construction Manager At-Risk Contract

(ii) Preconstruction Scope of Services (**Attachment 1**)

(iii) General Conditions (**Attachment 2**)

(iv) Special Conditions (**Attachment 3**)

(v) CMAR's Cost Proposal Form (**Attachment 4**)

(vi) Task Order for Preconstruction Services (**Attachment 5**)

(vii) Reservoir Work Package Amendment (**Attachment 6**)

(viii) Performance and Payment Bonds (**Attachment 7**)

(ix) CMAR Certifications from RFQ and RFP (**Attachment 8**)

(x) Funding Requirements **(Attachment 9)**

(xi) Project Labor Agreement

(xii) Design Documents

(xiii) Change Orders

(xiv) Permits

DRAFT

(xv) Request for Qualifications and all addenda, attachments and appendices

(xvi) Request for Proposals and all addenda, attachments and appendices

1.2 Use of Defined Terms. Any capitalized term herein not defined in the Contract, or other Contract Documents, shall have the meaning set forth in the General Conditions.

1.3 Integration/Modification. The Contract Documents and any documents specifically incorporated by reference are completely integrated as the complete and exclusive statement of the terms of this Contract. This Contract supersedes all previous contracts, agreements, and/or communications, both oral and written, and constitutes the entire understanding of Sites Authority and CMAR. No extrinsic evidence whatsoever shall be admissible or used to explain or supplement the terms of this Contract, Contract Documents, or any items incorporated by reference.

2. CMAR SERVICES AND RESPONSIBILITIES.

2.1 Preconstruction Phase.

(a) Preconstruction Services. CMAR promises and agrees to furnish to Sites Authority all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately perform the Preconstruction Phase and complete the Preconstruction Services consistent with the requirements in the Contract Documents.

(b) Phase 1A. Subject to Sites Authority issuing a Task Order, CMAR's initial task as part of Preconstruction Services shall be to complete the Phase 1A Services described in the Preconstruction Scope of Services in Attachment 1.

(c) Phase 1B. Subject to Sites Authority issuing a Task Order, CMAR's remaining tasks as part of Preconstruction Services shall be to complete the Phase 1B Services described in the Preconstruction Scope of Services in Attachment 1.

(d) ~~(b)~~ Preconstruction Phase Task Orders. Preconstruction Services shall be performed pursuant to Task Orders issued in a form substantially similar to the sample Task Order form attached hereto and shall be subject to all terms and conditions of the Contract Documents. No compensation shall be provided for any Preconstruction Services unless authorized by a fully executed Task Order.

(e) ~~(c)~~ Preconstruction Phase Commencement. CMAR shall commence the performance of Preconstruction Services upon Sites Authority's issuance of a Task Order to complete certain Preconstruction Services in accordance with the Contract Documents. Sites Authority has no obligation to issue a Task Order for Preconstruction Services. All Preconstruction Services performed by CMAR prior to Sites Authority's issuance of a Task Order shall be at CMAR's sole risk.

(f) ~~(d)~~ Preconstruction Phase Term.

DRAFT

(i) Preconstruction Services shall be provided and completed promptly and in such a manner as to avoid hindrance, interruption or delay to the orderly progress and timely completion of CMAR's review of the Design Documents.

(ii) CMAR shall not be entitled to any costs due to any impacts, disruption, or delays occurring during performance of Preconstruction Services. If Sites Authority or any other party exceeds or fails to meet any time limit provided in the Contract Documents for performance of any action during Preconstruction Services, Contractor's sole remedy shall be an adjustment of the time period for performance of Preconstruction Services. Any delay that occurs during the Preconstruction Phase shall have no impact on Sites Authority's right to terminate Preconstruction Services at any time as provided in the General Conditions.

(g) ~~(e)~~ Early Purchase Items. The Parties may agree to have CMAR procure Early Purchase Items prior to commencing Construction Services.

2.2 Construction Phase.

(a) Commencement of Construction.

(i) Reservoir Work Packages. Sites Authority and CMAR may agree to complete the Construction Services in multiple stages with individual Reservoir Work Packages. Each Reservoir Work Package would be a discrete and defined portion of the Project that includes its own RGMP and Milestone Date, agreed to by the Parties in a Reservoir Work Package Amendment. Sites Authority may issue Reservoir Work Packages that CMAR can perform concurrently.

(ii) Construction Phase. CMAR shall not commence Construction Services for a Reservoir Work Package until Sites Authority executes a Reservoir Work Package Amendment and issues a Notice to Proceed for that Reservoir Work Package. CMAR shall not construct any portion of the Project until the design of such portion has been issued for construction.

(b) Construction Phase Contract Time.

(i) Guaranteed Completion Date. CMAR shall complete the Reservoir Package within the Guaranteed Completion Date. As of the Effective Date, the Guaranteed Completion Date has not been agreed to by the Parties. The Guaranteed Completion Date will be established in the first RGMP and it shall run from the Notice to Proceed for that Reservoir Work Package even if issued prior to completion of the 100% Design Documents and may be adjusted through the negotiations of future RGMPs.

(ii) Milestone Date. CMAR shall complete each Reservoir Work Package within a Milestone Date established in the Reservoir Work Package Amendment. A Milestone Date shall run from the Notice to Proceed for a Reservoir Work Package.

3. CMAR'S COMPENSATION.

3.1 Preconstruction Phase Compensation.

(a) Preconstruction Fee.

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[THE FOLLOWING WILL NEED TO BE ~~UPDATED TO CORRELATE WITH THE RFP AND~~ COMPLETED UPON AWARD OF CONTRACT TO CMAR]

(i) Sites Authority shall pay CMAR a lump sum amount of [***INSERT AMOUNT***] for performance of Phase 1A Services based on the work satisfactorily performed and approved by Sites Authority's Representative, subject to any additions or deductions as provided in the Contract Documents ("Phase 1A Pricing").

(ii) ~~(i)~~ Sites Authority shall pay CMAR ~~a total not to exceed amount of [***INSERT AMOUNT***]~~ for performance of ~~the Preconstruction~~Phase 1B Services based on the work satisfactorily performed and approved by Sites Authority's Representative and at the billing rates and manner set forth in CMAR's Cost Proposal Form and established in the applicable Task Order, subject to any additions or deductions as provided in the Contract Documents ("Phase ~~1~~1B Pricing"). The billing rates shall be inclusive of all costs, including overhead and profit. The billing rates for the Phase 1B Services will be adjusted yearly based on [INSERT], subject to a yearly cap of [INSERT]. CMAR will be reimbursed for direct costs not covered by the billing rates. The reimbursable direct costs are identified in CMAR's Cost Proposal Form or Task Order.

(iii) The Phase 1A Pricing and Phase 1B Pricing together constitute the Phase 1 Pricing.

(iv) There is no guarantee, either expressed or implied, as to the actual dollar amount that will be authorized for the Preconstruction Services. Each Task Order shall include a not to exceed amount for that Task Order and the final Phase 1 Pricing shall be comprised of the aggregate amounts of each Task Order.

~~(ii) CMAR will be reimbursed for hours worked at the hourly rates specified in CMAR's Cost Proposal Form. The specified hourly billing rates includes the actual hourly rate [INSERT HOW CALCULATED]. The billing rates for the Preconstruction Services will be adjusted yearly based on [INSERT], subject to a yearly cap of [INSERT].~~

~~(iii) CMAR will be reimbursed for direct costs not covered by the billing rates. The reimbursable direct costs are identified in CMAR's Cost Proposal Form.~~

3.2 Construction Phase Compensation.

(a) Prerequisites to Construction Phase. CMAR's compensation for Construction Services shall be a not-to-exceed Reservoir Package GMP, made up of individual RGMPs, as further described in the General Conditions, and subject to, the limitations set forth below and as indicated in the Contract Documents. CMAR expressly agrees and acknowledges that, as of the Effective Date, CMAR is not entitled to any compensation for Construction Services, and shall only be entitled to such compensation if: (1) Sites Authority accepts a Reservoir Work Package Proposal; (2) the Parties execute, and Sites Authority approves, a Reservoir Work Package Amendment; and (3) Sites Authority issues a Notice to Proceed for the Reservoir Work Package.

4. PROJECT LABOR AGREEMENT.

4.1 Project Labor Agreement. Pursuant to CMAR's ~~RFP Proposal~~SOQ, CMAR agrees to enter into a Project Labor Agreement ("PLA") for the Project consistent with Sites

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Authority's Construction Workforce Policy and Public Contract Code section 20928 *et seq*. CMAR shall execute a PLA for the Project prior to preforming Services covered by the PLA, or by [TO BE DETERMINED, whichever occurs first. CMAR and Subcontractors, including lower tier subcontractors, shall at all times comply with the requirements of the PLA in the prosecution of the Project. CMAR agrees to require Subcontractors, including lower tier subcontractors, to agree in writing in the form of a letter of assent, or similar, to be bound by each and every provision of the PLA prior to the commencement of Services covered by the PLA or at the time of such subcontract, whichever occurs first. Any delays related to labor disputes involving implementation of the PLA shall be the responsibility of the Contractor. The PLA for the Project shall not prevent contractors not signatory to the PLA from accessing and performing work at the Site. CMAR shall be responsible for any delays or extra costs resulting from the foregoing.

5. PROJECT FUNDING REQUIREMENTS.

5.1 Project Funding. Funding for this Contract has been provided in full or in part by federal, state, or local grants and/or loans (collectively, the "Funding Requirements"). CMAR shall comply, and assist Sites Authority in complying, with all duties, requirements, and obligations in and arising out of the Funding Requirements. The Funding Requirements are included in Attachment 9 to this Contract.

6. THE LOCAL COMMUNITY.

6.1 Working with the Local Community. CMAR shall be responsive to the community needs in Maxwell and the Project Area and Local Area. All work on the Project will be, to the extent possible, performed in a manner that is compatible with the needs of the local communities within vicinity of the Project work area or directly affected by the Project work. This includes, but is not limited to, developing temporary housing for workers that is limited to the duration of the Project and avoids or minimizes any material adverse impacts on public services or municipalities within the Project Area, participating in local community working group discussions to foster collaboration and address issues of local concern during the Project (when requested by Sites Authority), abiding by the "Respect for Local Community" value of Sites Authority, and, to the extent allowed by law, encouraging and utilizing Project Area and Local Area business and workforce participation in the Project by conducting workforce employment outreach, providing training, and connecting with local contractors, businesses, and suppliers. The foregoing requirements are further described in the Contract Documents.

7. ENVIRONMENTAL STEWARDSHIP.

7.1 Environmental Compliance. Sites Authority operates under a number of environmental permits issued by various Governmental Bodies. CMAR shall be an environmental steward on the Project and comply with all applicable federal, state, and local environmental rules and regulations, including, but not limited to, all environmental permits applicable to the Project.

8. SITES PROJECT AUTHORITY POLICIES.

8.1 Policy Compliance. Sites Authority has adopted various policies and procedures that govern the completion of the Sites Reservoir Project. To the extent applicable, CMAR shall comply with these adopted policies and procedures, including, but not limited to, the following:

DRAFT

- Construction Workforce Policy ~~(to be adopted)~~ – April 18, 2025
- Procurement and Contract Policy – November 15, 2024
- Real Property and Land Management Policy – May 25, 2022
- Records Management Policy – February 16, 2024
- Contracting Strategy – July 22, 2022
- Local Community Working Group Policy Recommendations – January 19, 2024
- Reservoir CMAR Procurement Policy Guidance – November 15, 2024

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8.2

SIGNATURE PAGE TO CONSTRUCTION MANAGER AT-RISK CONTRACT BY AND BETWEEN SITES PROJECT AUTHORITY AND [*INSERT***]**

IN WITNESS WHEREOF, the Parties hereby execute this Construction Manager At-Risk Contract as of the Effective Date.

SITES PROJECT AUTHORITY

By:_____
[INSERT NAME]
[INSERT TITLE]

ATTEST:

By: _____
[INSERT NAME]

APPROVED AS TO FORM:

By: _____
[INSERT NAME]

[***INSERT NAME OF CMAR***]

[IF CORPORATION, TWO SIGNATURES, PRESIDENT **OR** VICE PRESIDENT **AND** SECRETARY **OR** TREASURER **REQUIRED**]

By:_____

Its:_____

Printed Name:_____

[DELETE THE FOLLOWING SIGNATURE LINE IF NOT **REQUIRED**]
By:_____

Its:_____

Printed Name:_____

_____
CMAR's Contractors License Number

_____
DIR Registration Number

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ATTACHMENT 1
PRECONSTRUCTION SCOPE OF SERVICES

~~During the Preconstruction Phase, CMAR shall perform management and coordination services and provide input on the Design Documents, means and methods, constructability, value engineering, schedule, cost, phasing, risk, innovation and alternative ideas, and other services throughout the development of the Work. CMAR's Preconstruction Phase tasks are set forth below in this Attachment 1.~~

CMAR's Preconstruction Phase tasks are set forth below in this Attachment 1.

[~~THESE~~PHASE 1A SERVICES WILL BE FINALIZED PRIOR TO EXECUTION OF THE CONTRACT.]

DRAFT

ATTACHMENT 2
GENERAL CONDITIONS

ARTICLE 1 TERMS; DEFINITIONS 5

1.1 Applicability. 5

1.2 Defined Terms. 5

1.3 Terminology. 14

ARTICLE 2 EXAMINATION; GENERAL PROVISIONS REGARDING THE CONTRACT DOCUMENTS 15

2.1 Examination of Design Documents; Project Site. 15

2.2 Intent of Contract Documents. 16

2.3 Reference Standards. 16

2.4 Reporting and Resolving Discrepancies. 16

2.5 Order of Precedence. 17

2.6 Amending and Supplementing Contract Documents. 18

2.7 Reuse of Documents. 18

2.8 Work Product. 19

2.9 Confidential Information. 19

ARTICLE 3 INDEMNIFICATION; INSURANCE; BONDS 20

3.1 Indemnification. 20

3.2 Preconstruction Services Insurance. 21

3.3 Construction Services Insurance. 25

3.4 Performance and Payment Bonds. 25

ARTICLE 4 COST OF CONSTRUCTION WORK. 27

4.1 Summary of Reservoir Package Guaranteed Maximum Price. 27

4.2 Early Purchase Item. 27

4.3 Guaranteed Maximum Price. 28

4.4 Composition of Reservoir Guaranteed Maximum Price. 28

4.5 Self-Performed Construction Services. 34

4.6 Key Subcontractors. 36

4.7 Subcontracted Construction Services. 36

4.8 Reservoir Work Package Proposal. 39

4.9 Reservoir Work Package Amendment. 40

DRAFT

ARTICLE 5 CMAR RESPONSIBILITIES. 44
5.1 General Responsibilities. 44
5.2 Staffing of Project. 45
5.3 Subcontractors. 46
5.4 Safety Requirements. 48
5.5 Security. 50
5.6 Hazardous Waste. 50
5.7 Water Quality Management and Compliance. 51
5.8 Environmental Requirements. 52
5.9 Labor Requirements. 54
ARTICLE 6 SUBMITTALS; SHOP DRAWINGS 59
6.1 Submittals. 59
6.2 Shop Drawings and Sample Submittal Procedures. 60
ARTICLE 7 MATERIALS; EQUIPMENT 63
7.1 Materials, Equipment. 63
7.2 Test and Inspections of Work. 64
7.3 Requests for Substitutions. 66
ARTICLE 8 PROJECT SITE 68
8.1 Use of Project Site. 68
8.2 Preservation and Restoration of Property. 69
8.3 Conditions at Project Site. 71
8.4 Ownership of Site Materials Found. 72
8.5 Existence of Utilities at the Work Site. 72
8.6 Trenches. 74
8.7 Differing Site Conditions. 75
ARTICLE 9 PROSECUTION OF THE WORK 77
9.1 Access to Work. 77
9.2 Construction Quality Assurance, Quality Control. 77
9.3 CMAR's Performance of Services. 78
9.4 Related Projects; Cooperation. 78
9.5 Traffic Control. 79
9.6 Record Drawings. 80

DRAFT

9.7 Defective Work. 80
9.8 Partial Utilization. 81
ARTICLE 10 SCHEDULE; CONTRACT TIME 82
10.1 Construction Schedule. 82
10.2 Time for Completion. 83
10.3 Liquidated Damages. 84
ARTICLE 11 CHANGE ORDERS; DISPUTE RESOLUTION 85
11.1 Preconstruction Phase Change Orders. 85
11.2 Construction Services Change Orders. 86
11.3 Partnering. 91
11.4 Procedure for Resolving Claims. 91
ARTICLE 12 COMPLETION 97
12.1 Completion of the Project. 97
12.2 Reservoir Work Package Completion. 97
12.3 Substantial Completion of Reservoir Package. 98
12.4 Commissioning and Final Completion of Work. 98
12.5 Guarantee of Work. 99
ARTICLE 13 TERMINATION; SUSPENSION 102
13.1 Termination of Preconstruction Services. 102
13.2 Suspension of Preconstruction Services by Sites Authority. 102
13.3 Suspension of Construction Services by Sites Authority. 103
13.4 Termination of Construction Services for Cause by Sites Authority. 103
13.5 Termination of Construction Services for Convenience by Sites Authority. 104
ARTICLE 14 MEASUREMENT; PAYMENT 106
14.1 Payment of Compensation for Preconstruction Services. 106
14.2 Payment of Compensation for Construction Services. 106
14.3 Payments to Subcontractors. 109
14.4 Final Acceptance and Payment. 109
ARTICLE 15 MISCELLANEOUS CONTRACT PROVISIONS 111
15.1 Patents. 111

DRAFT

15.2	Separate Contracts.	111
15.3	Document Retention & Examination.	111
15.4	Notice.	111
15.5	Notice of Third Party Claims.	111
15.6	State License Board Notice.	111
15.7	Assignment of Contract.	112
15.8	Change In Name And Nature Of CMAR's Legal Entity.	112
15.9	Prohibited Interests.	112
15.10	Controlling Law.	112
15.11	Jurisdiction; Venue.	112
15.12	Cumulative Remedies.	113
15.13	Survival of Obligations.	113
15.14	Severability.	113
15.15	Headings.	113
15.16	Assignment of Antitrust Actions.	113
15.17	Other Legal Provisions.	113

DRAFT

ARTICLE 1~~ARTICLE 1~~
- TERMS; DEFINITIONS

1.1 Applicability.

A. These General Conditions govern the Preconstruction Phase, Construction Phase, and completion of the Project by CMAR.

1.2 Defined Terms.

A. Whenever used in the Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined below, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

1. Act of God – An earthquake of magnitude of 3.5 or higher on the Richter scale or a tidal wave.

2. A/E of Record – The individual, partnership, corporation, joint venture, or other legal entity that prepares the Design Documents. There may be more than one A/E of Record on the Project.

3. Allowance – A sum used by Sites Authority for categories of Construction Services that cannot be established at the time of a Reservoir Work Package Amendment.

4. Applicable Laws – The laws, statutes, ordinances, rules, codes, regulations, permits, and licenses of any kind, issued by local, state or federal governmental authorities, or private authorities with jurisdiction (including utilities), to the extent they apply to the Project.

5. Certificate of Reservoir Work Package Completion – A certificate issued by Sites Authority to CMAR when CMAR achieves Reservoir Work Package Completion.

6. Certificate of Substantial Completion – A certificate issued by Sites Authority to CMAR when there is Substantial Completion of the Reservoir Package.

7. Change Order – A document that authorizes an addition, deletion, or revision in the Project or an adjustment to an RGMP or Contract Time, issued in accordance with the Contract Documents.

8. Change Order Request – A request made by CMAR for an addition, deletion, or revision in the Project or an adjustment to an RGMP or Contract Time as the result of a CMAR-claimed change to the Project.

9. CMAR – The entity with which Sites Authority has contracted for performance of the Preconstruction Services and Construction Services.

DRAFT

10. CMAR Contingency – An amount approved by Sites Authority and part of an RGMP that CMAR may use with the written approval of Sites Authority for unanticipated work as further described in the Contract Documents.

11. CMAR's Representative – The person designated by CMAR to act as its representative during the performance of the Contract and identified in the Special Conditions.

12. CMAR's RFP Proposal – The proposal submitted by CMAR in response to the RFP.

13. CMAR's Self-Performance ~~Fee~~Profit – CMAR's fee for its ~~home office overhead and~~ profit applied to CMAR's Direct Cost and Indirect Cost, as further described in the Contract Documents.

14. CMAR's SOQ – The statement of qualifications submitted by CMAR in response to the RFQ.

15. CMAR's Subcontractor ~~Fee~~Profit – CMAR's fee for its ~~home office overhead and~~ profit applied to Subcontractor Construction Cost, as further described in the Contract Documents.

16. Constructability Review – A systematic review of the Design Documents by CMAR to ensure the Design Documents delineate clear and feasible construction techniques, including, without limitation, making certain that the requirements of the Work are clear, the Design Documents are coordinated, and that they assist CMAR in construction of the Project, Subcontractor bidding, and Project administration to result in reduced cost and time impacts to the Project. The Constructability Review is further described in the Preconstruction Scope of Services.

17. Construction Phase – Phase 2 of the Reservoir Package performed by CMAR and includes the Construction Services.

18. Construction Services – Construction services performed as part of the Construction Phase in accordance with the Contract Documents to construct the Work. Construction Services may be made up of more than one Reservoir Work Package.

19. Contract – The entire integrated written agreement between Sites Authority and CMAR concerning the Project.

20. Contract Time – The number of days or the date stated in a Reservoir Work Package Amendment to achieve a Milestone Date or the Guaranteed Completion Date.

21. Critical Path – A sequence of logically tied activities that represents the longest path within a project, which determines the shortest possible duration. Any delay of activity completion along this path will proportionately affect the completion date of the project.

DRAFT

22. Critical Path Method (CPM) Schedule – A scheduling method that uses a network diagram to depict the sequences of tasks required to complete the Project, or a portion thereof, which are known as paths. Once the paths are defined, the duration of each path is calculated by an algorithm to identify the Critical Path, which determines the total duration of the Project, or a portion thereof.

23. Critical Supply Shortage – An unusual shortage in materials that is (a) supported by documented proof that CMAR made every effort to obtain such materials from all available sources; (b) such shortage is due to the fact that such materials are not physically available from single or multiple sources or could have been obtained only at exorbitant prices entirely inconsistent with current and standard rates taking into account the quantities involved and the usual industry practices in obtaining such quantities; and (c) such shortages and the difficulties in obtaining alternate sources of materials could not have been known or anticipated by CMAR at the time it entered into a Reservoir Work Package Amendment. Market fluctuations in prices of materials, whether or not resulting from a Force Majeure Event, does not constitute a Critical Supply Shortage.

24. Day – A calendar day of 24 hours measured from midnight to the next midnight.

25. Defective Work – Work that is unsatisfactory, faulty, or deficient, that does not conform to the Contract Documents, or that does not meet the requirements of any inspection, reference standard, test, or approval referenced in the Contract Documents.

26. Design Documents – The Drawings, Specifications, reports, calculations, records and other work product and instruments of service prepared by or on behalf of A/E of Record for the Reservoir Package and include without limitation surveys, soils reports, design and trade packages and other documents.

27. Direct Cost – Verifiable cost necessarily incurred in the performance of Construction Services and more particularly described in Article 4 of the General Conditions.

28. Drawings – That part of the Design Documents prepared by A/E of Record which graphically shows the scope, extent, and character of the Work to be performed by CMAR. Shop Drawings and other CMAR Submittals are not Drawings as so defined.

29. Early Purchase Item – Long lead procurement items (manufactured/fabricated items, equipment, materials and supplies) for the Project.

30. Early Purchase Item Amendment – An approved amendment to the Contract authorizing CMAR to commence procurement of an Early Purchase Item.

31. Final Completion – The time at which the Reservoir Package has reached Substantial Completion, commissioning of the Reservoir Package has been completed by CMAR, and Sites Authority has accepted, at the sole discretion of

DRAFT

Sites Authority, the Reservoir Package, as further described in the Contract Documents.

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

33. Funding Requirements – The requirements of the state and/or federal funding sources for the Project and more particularly described in Attachment 9 to the Contract.

34. Governmental Approvals – Any permit, license, authorization, consent, certification, exemption, grant, waiver, ruling, entitlement, variance or other approval, and any revision, modification, amendment, supplement, renewal or extension of any of the foregoing, issued by a Governmental Body of whatever kind and however described, which is required under Applicable Law to be obtained or maintained by any person with respect to the Project.

35. Governmental Body – Any federal, state, regional or local legislative, executive, judicial or other governmental board, department, agency, authority, commission, administration, court or other body, or any official thereof, other than the Sites Authority, having jurisdiction in any way over or in respect of any aspect of the performance of this Contract or the Project.

36. Guaranteed Completion Date – The time within in which CMAR must achieve Substantial Completion of the Reservoir Package.

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

38. Holiday – Holidays occur on:

New Year's Day - January 1
Memorial Day - Last Monday in May
Independence Day - July 4
Labor Day - First Monday in September
Thanksgiving Day - Fourth Thursday in November

Friday after Thanksgiving
Christmas Day - December 25

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

39. Indirect Cost – Verifiable cost necessarily incurred in the management and support of Construction Services and more particularly described in Article 4 of the General Conditions.

40. Key Personnel – CMAR's personnel identified as key to the overall success of the Project, and, at a minimum, including those positions defined as Key Personnel in CMAR's SOQ. Key Personnel are specifically identified in the Special Conditions.

41. Key Subcontractor – A Subcontractor identified in CMAR's SOQ that CMAR contracts with to fulfill a key role in CMAR completing the Project. Key Subcontractors are identified in the Special Conditions.

42. Key Subcontractor ~~Fee~~Profit – A Key Subcontractor's fee for its ~~home office overhead and~~ profit applied to a Key Subcontractor's Direct Cost and Indirect Cost, as further described in the Contract Documents.

43. Local Area – The Project Area plus Butte, Placer, Sacramento, Shasta, Sutter, ~~and~~ Tehama, and Yuba counties.

44. Lump Sum Price – If allowed by Sites Authority as a substitute for an RGMP, the maximum possible compensation paid by Sites Authority to CMAR for the performance of Construction Services and completion of a Reservoir Work Package, subject to any additions or deductions as provided in the Contract Documents. There may be more than one Lump Sum Price on the Project, which may be specific to a particular Reservoir Work Package.

45. Milestone Date – The date upon which CMAR is required to complete a Reservoir Work Package, or a particular stage, element or component of the Project. A Milestone Date may be defined as a date certain or as a number of calendar days or working days from a Notice to Proceed or other event.

46. Notice to Proceed – A written notice given by Sites Authority to CMAR fixing the date on which CMAR may proceed with a Phase, Reservoir Work Package, or a particular stage, element or component of the Project, and when the Contract Time will commence to run.

47. Open Book Basis – CMAR's provided information, including estimates and pricing, that shows all assumptions, data, and other substantiation supporting the information presented and that allows Sites Authority to check and verify the accuracy of the material presented. This entails all information CMAR used to develop the cost under consideration, including labor, fringe, benefits, equipment, materials, productivity, estimating factors, allowances, risk, contingency, indirect

costs, discount rates, interest rates, inflation, insurance, bonding, fees, overhead, profit, and other items that comprise the cost.

48. Parties or Party – Sites Authority and CMAR, or either of them, as the context requires.

49. Payment Bond – The labor and materials payment bond provided by CMAR's surety to secure the payment obligations of CMAR for Work, as described in and maintained pursuant to this Contract and in the form set forth in the Contract Documents.

50. Performance Bond – The performance bond provided by CMAR's surety to secure performance of Work, as described in and maintained pursuant to this Contract and in the form set forth in the Contract Documents.

51. Phase – Either the Preconstruction Phase or Construction Phase.

~~52. Phase 1 – The Preconstruction Phase.~~

52. ~~53.~~ Phase 1 Pricing – The total not-to-exceed price for CMAR to complete the Preconstruction Services. The components of the Phase 1 Pricing are further described in the Contract Documents.

~~54. Phase 2 – The Construction Phase.~~

53. ~~55.~~ Preconstruction Phase – Phase ~~1~~1A and 1B of the Project performed by CMAR and includes the Preconstruction Services.

54. ~~56.~~ Preconstruction Services – The services performed by CMAR as part of the Preconstruction Phase in accordance with the Preconstruction Scope of Services and the Contract Documents.

55. ~~57.~~ Project – The entire Preconstruction Services and Construction Services required to complete the Reservoir Package pursuant to the Contract Documents.

56. ~~58.~~ Project Area – Colusa, Glenn, and Yolo counties.

57. ~~59.~~ Punch List – A list of items for the Project or a Reservoir Work Package, prepared by the Sites Authority, which remain to be replaced or completed in accordance with the requirements for completion of Work.

58. ~~60.~~ Quality Control (QC) – Includes, among other things, checks; inspection of material handling and construction; calibration and maintenance of sampling and testing equipment; working plan review; document control; production process control; any inspection, sampling, and testing done for these purposes; and documentation of these activities that are performed by CMAR, Subcontractors, or Suppliers to ensure the Work meets the requirements of the Contract Documents.

DRAFT

59. ~~61.~~ Quality Control Plan – The plan to implement Quality Control on the Project and further described in the Contract Documents.

60. ~~62.~~ Record Drawings – The record set of as-builts prepared by CMAR during the Project that reflect all changes made in the Design Documents during the Construction Services, and show the exact dimensions, geometry, and location (including alignment points) of all elements of the Work completed under the Contract Documents.

61. ~~63.~~ Recyclable Waste Materials – Materials removed from the Site which are required to be diverted to a recycling center rather than an area landfill. Recyclable Waste Materials include, but are not limited to, asphalt, concrete, brick, concrete block, and rock.

62. ~~64.~~ Request for Information or RFI – CMAR's written request to Sites Authority for clarification about the Design Documents, Drawings, Specifications, any other document, or Project condition.

63. ~~65.~~ Request for Qualifications or RFQ – Sites Authority's request for qualifications for the Project and issued to construction manager at-risk entities.

64. ~~66.~~ Request for Proposals or RFP – Sites Authority's request for proposals issued to construction manager at-risk entities short listed after the RFQ process.

~~67. Required Construction Services Insurance – The insurance policies and coverage required to be provided by CMAR under this Contract for the Construction Services.~~

65. ~~68.~~ Reservoir Committee – The reservoir committee of the Sites Authority, established by a joint powers authority agreement, as such Reservoir Committee may be modified from time to time.

66. ~~69.~~ Reservoir Work Package Guaranteed Maximum Price or RGMP – The maximum possible compensation paid by Sites Authority to CMAR for the performance of a Reservoir Work Package, subject to any additions or deductions as provided in the Contract Documents. There may be more than one RGMP on the Project, which may be specific to a particular Reservoir Work Package.

67. ~~70.~~ Reservoir Work Package – A package of Work for specific scopes of the Project developed by A/E of Record from the Design Documents. A Reservoir Work Package is a discrete and defined portion of the Work that results in its own RGMP and Milestone Date.

68. ~~71.~~ Reservoir Work Package Amendment – A written amendment duly executed by the Parties resulting from CMAR submitting a Reservoir Work Package Proposal and the Parties agreeing to a mutually acceptable RGMP for a Reservoir Work Package.

DRAFT

69. ~~72.~~ Reservoir Work Package Completion – The time at which a Reservoir Work Package, or a portion thereof, is complete in accordance with the requirements in the Contract Documents.

70. ~~73.~~ Reservoir Work Package Proposal – CMAR's proposal to Sites Authority to complete a Reservoir Work Package and further described in the Contact Documents.

71. ~~74.~~ Reservoir Package – That portion of the Sites Reservoir Project required to be constructed by CMAR according to the Design Documents and Contract Documents.

72. ~~75.~~ Reservoir Package GMP – The maximum possible compensation paid by Sites Authority to CMAR as full compensation for performance of Construction Services and completion of the Reservoir Package as agreed to by the Parties in Reservoir Work Package Amendments, subject to any additions or deductions as provided in the Contract Documents. The Reservoir Package GMP consists of the entire aggregate of RGMPs.

73. ~~76.~~ Reservoir Package Warranty – A guarantee provided to Sites Authority by CMAR that the Work will remain free of defects and suitable for its intended use, as designed, and further defined in the Contract Documents.

74. ~~77.~~ Safety Plan – CMAR's plan for health and safety in implementing the Construction Services, to be developed as part of the Preconstruction Services in accordance with the Contract Documents.

75. ~~78.~~ Sample – A physical example furnished by CMAR to illustrate materials, equipment or workmanship; to establish standards by which the Work will be judged.

76. ~~79.~~ Schedule of Submittals – A schedule, prepared and maintained by CMAR, of required submittals and the time requirements to facilitate scheduled performance of related construction activities.

77. ~~80.~~ Security Plan – CMAR's plan for security at the Site in implementing the Construction Services, to be developed as part of the Preconstruction Services in accordance with the Contract Documents.

78. ~~81.~~ Self-Performed Construction Services – Construction Services performed by CMAR with their own forces in accordance with the Contract Documents.

79. ~~82.~~ Shop Drawings – All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for CMAR and submitted by CMAR to illustrate some portion of the Work.

80. ~~83.~~ Site – Lands or areas indicated in the Contract Documents as being furnished by Sites Authority upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Sites Authority which are designated for the use of CMAR.

DRAFT

81. ~~84.~~ Sites Authority – A California joint powers authority operating under and by virtue of Section 6500 *et seq*., of the California Government Code, established for the purpose of, among other things, effectively study, promoting, developing, designing, financing, acquiring, constructing, managing, and operating the Sites Reservoir Project and related facilities such as recreation and power generation.

82. ~~85.~~ Sites Authority Board – The board of directors that govern the Sites Project Authority.

83. ~~86.~~ Sites Authority Contingency – An amount set by Sites Authority not part of an RGMP that Sites Authority may use to pay for Change Orders, in Sites Authority's sole and absolute discretion. Sites Authority Contingency shall be for the sole and exclusive use and benefit of Sites Authority.

84. ~~87.~~ Sites Authority's Representative – The person designed by Sites Authority to act as its representative during the performance of the Contract, and identified in the Special Conditions, or other person authorized to act for and on behalf of Sites Authority, acting either directly or through properly authorized agents, such agents acting severally within the scope of the particular duties entrusted to them.

85. ~~88.~~ Sites Reservoir Project – The project by Sites Authority to construct an approximately 1.5 million acre-foot off-stream reservoir, intake, tunnels, conveyance facilities, transmission and substation facilities, new and improved roads, a new bridge and other appurtenant facilities.

86. ~~89.~~ Specifications – That part of the Design Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.

87. ~~90.~~ Subcontractor Construction Cost – Any and all costs by a Subcontractor with a direct contract with CMAR to perform Work. What constitutes Subcontractor Construction Cost is further defined in the General Conditions.

88. ~~91.~~ Subcontracted Construction Services – Construction Services performed by Subcontractors, but not Key Subcontractors or CMAR, with their own forces in accordance with the Contract Documents.

89. ~~92.~~ Subcontractor – An individual or entity having a contract with CMAR for performance of any portion of Services and, where applicable, any lower tier subcontractors performing Services.

90. ~~93.~~ Submittal – Written and graphic information and physical samples prepared and supplied by CMAR demonstrating various portions of the Work.

91. ~~94.~~ Substantial Completion – The time at which the Reservoir Package is complete in accordance with the requirements in the Contract Documents.

92. ~~95.~~ Supplier – A manufacturer, fabricator, supplier, distributor, material man, or vendor having a direct contract with CMAR or with any Subcontractor to furnish

materials or equipment used in the performance of the Work or to be incorporated in the Work.

93. ~~96.~~ Task Order – An order issued by Sites Authority that authorizes CMAR to proceed with certain Preconstruction Services during the Preconstruction Phase.

94. ~~97.~~ Underground Facilities – All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

95. ~~98.~~ Work – The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents to complete the Project. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

96. ~~99.~~ Work Product – All original papers, maps, models, estimates, plans, specifications, calculations, designs, studies, surveys, reports, data, notes, computer files, documents, drawings and other work product produced by CMAR pursuant to the Contract Documents.

1.3 Terminology.

A. The words and terms below are not defined but, when used in the Contract Documents, have the indicated meaning.

1. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words "perform" or "provide," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

4. Regardless of whether "furnish," "install," "perform," or "provide" is used in connection with services, materials, or equipment, an obligation of CMAR is implied.

B. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

DRAFT

ARTICLE 2~~ARTICLE 2~~ - EXAMINATION; GENERAL PROVISIONS REGARDING THE CONTRACT DOCUMENTS

2.1 Examination of Design Documents; Project Site.

A. Examination of Project Site. As part of the Preconstruction Services and throughout the Construction Services, as land ownership and permit constraints allow, CMAR shall inspect and become familiar with the Site, its physical condition relevant to the obligations of CMAR pursuant to the Contract, including surface and subsurface conditions, normal and usual soil conditions, roads, Underground Facilities, topographical conditions and air and water quality conditions and shall, among other things, review the Design Documents relative to the Site. CMAR shall be familiar with all local and other conditions which may be material to CMAR's performance of the Work (including transportation; seasons and climate; access, availability, disposal, handling and storage of materials and equipment; and availability and quality of labor); CMAR shall have received and reviewed all information regarding the Site provided to or developed by it in connection with the Preconstruction Services pursuant to the Contract; and CMAR shall have made all other Site investigations that it deems necessary to make a determination as to the suitability of the Site and to submit a Reservoir Work Package Proposal to Sites Authority in accordance with the Contract Documents. CMAR's Reservoir Work Package Proposal shall serve as a representation by CMAR that, based on the foregoing, that the Site constitutes an acceptable and suitable site for the Work and that the Work can be performed on the Site within the RGMP and in accordance with the Contract Documents, including the schedule requirements of the Contract.

B. Examination of Contract Documents. Before commencing any portion of the Construction Services, CMAR shall, in addition to the Preconstruction Services, carefully examine the Site, all applicable Contract Documents, the Design Documents, and other information given to CMAR as to materials and methods of construction and other Project requirements. CMAR shall immediately notify Sites Authority of any potential error, inconsistency, ambiguity, conflict, or lack of detail or explanation. If CMAR performs, permits, or causes the performance of any Work which is in error, inconsistent or ambiguous, or not sufficiently detailed or explained, CMAR shall bear any and all resulting costs, including, without limitation, the cost of correction. In no case shall CMAR or any Subcontractor proceed with Work if uncertain as to the applicable requirements.

C. Additional Instructions. After notification of any error, inconsistency, ambiguity, conflict, or lack of detail or explanation, Sites Authority's Representative will provide any required additional instructions, by means of drawings or other written direction, necessary for proper execution of Work.

D. Quality of Parts, Construction and Finish. All parts of the Work shall be of the best quality of their respective kinds and CMAR must use all diligence to inform itself fully as to the required construction and finish.

DRAFT

E. CMAR's Variation from Contract Document Requirements. If it is found that CMAR has varied from the requirements of the Contract Documents including the requirement to comply with all Applicable Laws, the Sites Authority's Representative may at any time, before or after completion of the Work, order the improper Work removed, remade or replaced by CMAR at CMAR's expense.

2.2 Intent of Contract Documents.

A. Complementary. The Contract Documents are complementary, what is required by any one of them will be binding as if required by all. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that reasonably may be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to Sites Authority.

B. Completion of Work. CMAR shall furnish, unless otherwise provided in the Contract Documents, all materials, implements, machinery, equipment, tools, supplies and labor necessary to the prosecution and completion of the Project. If utilities to equipment or fixtures are not shown but are necessary to operate the equipment or fixtures, the utilities service installation is considered to be part of the Work. The implied Work will conform to the appropriate sections of the Contract Documents. Organization of the Contract Documents into divisions, sections, and articles, and arrangement of drawings shall not control CMAR in dividing Work among Subcontractors or in establishing the extent of Work to be performed by any trade. Clarifications and interpretations of the Contract Documents shall be issued by the Sites Authority's Representative as provided in these General Conditions.

2.3 Reference Standards.

A. Standards, Specifications, Codes, Laws, and Regulations. Reference to federal specifications, federal standards, state standards, other standards, specifications, manuals, or codes of any technical society, organization, or association, or to Applicable Laws, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Applicable Laws in effect at the time of the Effective Date, and in case of Work during the Construction Services, when the Parties executed a Reservoir Work Package Amendment, except as may be otherwise specifically stated in the Contract Documents.

B. Responsibilities. No provision of any such standard, specification, manual, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Sites Authority, CMAR, or any of their Subcontractors, consultants, agents, or employees, from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to Sites Authority, or any of their officers, directors, members, partners, employees, agents, consultants, or Subcontractors, any duty or authority to supervise or direct the performance of Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

DRAFT

2.4 Reporting and Resolving Discrepancies.

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

2.5 Order of Precedence.

[INSERT ADDITIONAL DOCUMENTS OR REMOVE DOCUMENTS LISTED IF NOT APPLICABLE TO THIS CONTRACT PRIOR TO EXECUTION OF CONTRACT]

A. In case of conflicts between the Contract Documents, the order of precedence shall be as follows:

1. Permits from other agencies as may be required by law
2. Change Orders, most recent first
3. Reservoir Work Package Amendment, most recent first
4. Contract
5. Funding Requirements
6. Project Labor Agreement
7. Special Conditions
8. Design Documents, as follows:
    a. Specifications
    b. Drawings, which shall also be interpreted as follows:
        (i) Figures govern over scaled dimensions
        (ii) Detail drawings govern over general drawings

DRAFT

(iii) Drawings govern over standard drawings

(iv) Drawings govern over Shop Drawings

9. Task Order, most recent first

10. Preconstruction Scope of Services

11. General Conditions

12. RFP and all addenda, attachments and appendices

13. RFQ and all addenda, attachments and appendices

14. CMAR Certifications from RFQ and RFP

15. To the extent applicable, in the following order:

    a. Local agency standards and specifications

    b. Standard drawings

    c. Reference documents

B. Notwithstanding the orders of precedence established above, in the event of conflicts, the higher standard, higher quality shall always apply.

2.6 Amending and Supplementing Contract Documents.

A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Project or to modify the terms and conditions thereof only by Change Order.

B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized at no cost to Sites Authority, by one or more of the following ways:

1. Sites Authority's Representative's review of a Submittal, Shop Drawing, Sample or substitution request without exception (subject to the provisions of the Contract Documents); or

2. Sites Authority's Representative's issuance of a response to an RFI.

C. However, no review or RFI response will reduce or modify CMAR's obligation to fully satisfy and comply with the requirements of the Contract Documents.

2.7 Reuse of Documents.

A. CMAR, or any Subcontractor or Supplier, shall not have or acquire any title to or ownership rights in any of the Design Documents or other documents (or copies of any thereof) prepared by or bearing the seal of A/E of Record or its consultants,

DRAFT

including electronic media editions; or reuse of any such Design Documents, other documents, or copies thereof on extensions of the Project or any other project without written consent of Sites Authority. The prohibitions of this Article will survive final payment, or termination of the Contract. Nothing herein shall preclude CMAR from retaining copies of the Contract Documents for record keeping purposes.

2.8 Work Product.

A. CMAR hereby assigns to Sites Authority all right, title, and interest, including any copyrights, patents, or any other intellectual property rights in all Work Product and all ideas, methods or information specifically developed for Work Product. CMAR will take such steps as are necessary to perfect or protect the ownership interest of Sites Authority in such Work Product. Upon completion, expiration or termination of this Contract, CMAR shall turn over to Sites Authority all such original Work Product in CMAR's possession or control.

2.9 Confidential Information.

A. No Unauthorized Disclosure. All information gained or Work Product produced by CMAR in the performance of this Contract will be considered confidential, unless such information is in the public domain. CMAR shall not release or disclose any such information or Work Product to persons or entities other than Sites Authority without the prior written consent of Sites Authority, except as otherwise required by law. CMAR shall promptly notify Sites Authority should CMAR, or its representatives, be served summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, requests for admissions or other discovery request or court order from any third party regarding this Contract and the Services performed under this Contract.

B. Media. CMAR shall not comment publicly to the press or any other media or issue any news release or public relations item of any nature whatsoever regarding this Contract without prior review of the contents thereof by Sites Authority and receipt of Sites Authority's written permission.

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ARTICLE 3~~ARTICLE 3~~
- INDEMNIFICATION; INSURANCE; BONDS

3.1 Indemnification.

A. Indemnification. To the fullest extent permitted by law, CMAR shall immediately defend (with counsel of Sites Authority's choosing), indemnify and hold harmless Sites Authority, its officials, officers, employees, agents, and authorized volunteers, and each of them from and against:

1. Any and all claims, demands, causes of action, costs, expenses, injuries, losses or liabilities, in law or in equity, of every kind or nature whatsoever, but not limited to, injury to or death, including wrongful death, of any person, and damages to or destruction of property of any person, arising out of, related to, or in any manner directly or indirectly connected with the Preconstruction Services, Construction Services, Work or the Contract, including claims made by Subcontractors for nonpayment, including without limitation the payment of all consequential damages and attorney's fees and other related costs and expenses, however caused, regardless of whether the allegations are false, fraudulent, or groundless, and regardless of any negligence of Sites Authority or its officials, officers, employees, agents, or authorized volunteers (including passive negligence), except such loss or damages caused by the sole negligence or willful misconduct or active negligence of Sites Authority or its officials, officers, employees, or authorized volunteers.

2. CMAR's defense and indemnity obligation herein includes, but is not limited to damages, fines, penalties, attorney's fees and costs arising from claims under the Americans with Disabilities Act (ADA) or other federal or state disability access or discrimination laws arising from CMAR's Work during the course of construction of the improvements or after the Project is complete, as the result of defects or negligence in CMAR's construction of the Work.

3. Any and all actions, proceedings, damages, costs, expenses, fines, penalties or liabilities, in law or equity, of every kind or nature whatsoever, arising out of, resulting from, or on account of the violation of any Applicable Law, compliance with which is the responsibility of CMAR.

4. Any and all losses, expenses, damages (including damages to the Project itself), attorney's fees, and other costs, including all costs of defense which any of them may incur with respect to the failure, neglect, or refusal of CMAR to faithfully perform the Preconstruction Services or Construction Services and all of CMAR's obligations under Contract. Such costs, expenses, and damages shall include all costs, including attorney's fees, incurred by the indemnified parties in any lawsuit to which they are a party.

B. Defense. CMAR shall immediately defend, at CMAR's own cost, expense and risk, with the counsel of Sites Authority choosing, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against Sites Authority or its officials, officers, employees, agents, or authorized

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volunteers. CMAR shall pay and satisfy any judgment, award or decree that may be rendered against Sites Authority or its officials, officers, employees, agents, or authorized volunteers, in any such suit, action or other legal proceeding. CMAR shall reimburse Sites Authority and its officials, officers, employees, agents, and authorized volunteers for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. The only limitations on this provision shall be those imposed by Civil Code section 2782.

C. Survival, Insurance. The provisions of this Article shall survive the termination of the Contract howsoever caused, and no payment, partial payment, or acceptance of occupancy in whole or part of the Work shall waive or release any of the provisions of this Article. CMAR's obligation to indemnify and defend Sites Authority shall not be restricted to insurance proceeds, if any, received by Sites Authority and its officials, officers, employees, agents, and authorized volunteers.

3.2 Preconstruction Services Insurance.

A. General Requirements.

1. CMAR shall obtain, and at all times during performance of the Preconstruction Services, maintain all of the insurance described in this Article.

2. CMAR shall not commence Services under this Contract until it has provided evidence satisfactory to Sites Authority that it has secured all insurance required hereunder. Failure to provide and maintain all required insurance shall be grounds for Sites Authority to terminate this Contract for cause. CMAR shall furnish Sites Authority with original certificates of insurance and endorsements effective coverage required by this Contract on forms satisfactory to Sites Authority. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms acceptable to Sites Authority. All certificates and endorsements must be received and approved by Sites Authority before Services commence.

3. CMAR shall require Subcontractors working under this Contract to provide the insurance required under this Article unless otherwise agreed to in writing by Sites Authority. CMAR shall make certain that any and all Subcontractors hired by CMAR are insured in accordance with this Contract. CMAR shall not allow any Subcontractor to commence work on any subcontract until it has provided evidence satisfactory to Sites Authority that the Subcontractor has secured all insurance required under this Article If any Subcontractor's coverage does not comply with the foregoing provisions, CMAR shall indemnify and hold Sites Authority harmless from any damage, loss, cost, or expense, including attorneys' fees, incurred by Sites Authority as a result thereof.

4. Notwithstanding the minimum limits set forth in this Contract for any type of insurance coverage, if CMAR maintains higher limits than the minimums shown above, Sites Authority requires and shall be entitled to coverage for the higher limits maintained by CMAR. Any available insurance proceeds in excess of the

DRAFT

specified minimum limits of insurance and coverage shall be available to Sites Authority.

B. Additional Insureds; Waiver of Subrogation. Sites Authority, its officials, officers, employees, agents and authorized volunteers shall be named as additional insureds CMAR's and its Subcontractors' policies of Commercial General Liability and Automobile Liability insurance using, for CMAR's policy/ies of Commercial General Liability insurance, ISO CG forms 20 10 and 20 37 (or endorsements providing the exact same coverage, including completed operations), and, for Subcontractors' policies of Commercial General Liability insurance, ISO CG form 20 38 (or endorsements providing the exact same coverage). Notwithstanding the minimum limits set forth in the Contract for any type of insurance coverage, all available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as additional insureds hereunder. All insurance coverage maintained or procured pursuant to this Contract shall be endorsed to waive subrogation against Sites Authority, its officers, officials, agents, employees or volunteers or shall specifically allow CMAR - or others providing insurance evidence in compliance with these specifications - to waive their right of recovery prior to a loss. CMAR hereby waives its own right of recovery against Sites Authority, and shall require similar written express waivers and insurance clauses from each of its Subcontractors. Copies of these waivers shall be submitted to Sites Authority prior to commencement of Services.

C. Workers' Compensation Insurance. CMAR shall provide workers' compensation insurance for all of the employees engaged in Services under this Contract, on or at the Site, and CMAR shall require Subcontractors similarly to provide workers' compensation insurance for all the latter's employees as prescribed by State law. ~~Any class of employee or employees not covered by a Subcontractor's insurance shall be covered by CMAR's insurance. In case any class of employees engaged in Services under this Contract, on or at the Site, is not protected under the Workers' Compensation Statutes, CMAR shall provide or shall cause Subcontractor to provide, adequate insurance coverage for the protection of such employees not otherwise protected.~~ CMAR is required to secure payment of compensation to his employees in accordance with the provisions of section 3700 of the Labor Code. CMAR shall file with Sites Authority certificates of his insurance protecting workers. Company or companies providing insurance coverage shall be acceptable to Sites Authority, if in the form and coverage as set forth in the Contract Documents.

D. Employer's Liability Insurance. CMAR shall provide Employer's Liability Insurance, including Occupational Disease, in the amount of at least one million dollars ($1,000,000.00) per person per accident. CMAR shall provide Sites Authority with a certificate of Employer's Liability Insurance. Such insurance shall comply with the provisions of the Contract Documents. The policy shall be endorsed, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement and contain a Waiver of Subrogation in favor of Sites Authority.

E. Commercial General Liability Insurance. CMAR shall provide "occurrence" form Commercial General Liability insurance coverage at least as broad as the most current ISO CGL Form 00 01, including but not limited to, premises liability, contractual liability, products/completed operations, personal and advertising injury which may arise from or out of CMAR's operations, use, and management of the

Site, or the performance of its obligations hereunder. The policy shall not contain any exclusion contrary to this Contract including but not limited to endorsements or provisions limiting coverage for (1) contractual liability (including but not limited to ISO CG 24 26 or 21 39); or (2) cross-liability for claims or suits against one insured against another. Policy limits shall not be less than $5,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. Defense costs shall be paid in addition to the limits.

1. Such policy shall comply with all the requirements of this Article. The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve CMAR from liability in excess of such coverage, nor shall it limit CMAR's indemnification obligations to Sites Authority, and shall not preclude Sites Authority from taking such other actions available to Sites Authority under other provisions of the Contract Documents or law.

2. All general liability policies provided pursuant to the provisions of this Article shall comply with the provisions of the Contract Documents.

3. All general liability policies shall be written to apply to all bodily injury, including death, property damage, personal injury, owned and non-owned equipment, blanket contractual liability, completed operations liability, explosion, collapse, under-ground excavation, removal of lateral support, and other covered loss, however occasioned, occurring during the policy term, and shall specifically insure the performance by CMAR of that part of the indemnification contained in these General Conditions relating to liability for injury to or death of persons and damage to property.

4. If the coverage contains one or more aggregate limits, a minimum of 50% of any such aggregate limit must remain available at all times; if over 50% of any aggregate limit has been paid or reserved, Sites Authority may require additional coverage to be purchased by CMAR to restore the required limits. CMAR may combine primary, umbrella, and as broad as possible excess liability coverage to achieve the total limits indicated above. Any umbrella or excess liability policy shall include the additional insured endorsement described in the Contract Documents.

5. All policies of general liability insurance shall permit and CMAR does hereby waive any right of subrogation which any insurer of CMAR may acquire from CMAR by virtue of the payment of any loss.

F. Automobile Liability Insurance. CMAR shall provide Automobile Liability Insurance at least as broad as ISO CA 00 01 (Any Auto) in the amount of, at least, one million dollars ($~~1,000,000~~2,000,000) per accident for bodily injury and property damage. Such insurance shall provide coverage with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by CMAR or for which CMAR is responsible, in a form and with insurance

companies acceptable to Sites Authority. All policies of automobile insurance shall permit and CMAR does hereby waive any right of subrogation which any insurer of CMAR may acquire from CMAR by virtue of the payment of any loss.

G. Pollution Liability Insurance. If there is potential for pollution liability related to CMAR's Work, CMAR shall provide Environmental Impairment Liability Insurance written on a Contractor's Pollution Liability form or other form acceptable to Sites Authority providing coverage for liability arising out of sudden, accidental and gradual pollution and remediation. The policy limit shall be no less than $5,000,000 dollars per claim and in the aggregate. All activities contemplated in this Contract shall be specifically scheduled on the policy as "covered operations." The policy shall provide coverage for the hauling of waste from the Project site to the final disposal location, including non-owned disposal sites.

H. ~~G.~~ Professional Liability Insurance. CMAR, along with all architects, engineers, consultants or design professionals retained by CMAR, shall procure and maintain, for a period of ~~five~~three (~~5~~3) years following completion of the Contract, errors and omissions liability insurance with a limit of not less than $2,000,000 per claim. Any policy inception date, continuity, or retroactive date must be before the effective date of the Contract. ~~Defense costs shall be paid in addition to the limits.~~

I. ~~H.~~ Form and Proof of Carriage of Insurance.

1. Any insurance carrier providing insurance coverage required by the Contract Documents shall be admitted to and authorized to do business in the State of California unless waived, in writing, by Sites Authority's Risk Manager. Carrier(s) shall have an A.M. Best rating of not less than an A:VII. Insurance deductibles or self-insured retentions must be declared by CMAR. At the election of Sites Authority, CMAR shall ~~either 1) reduce or eliminate such deductibles or self-insured retentions, or 2)~~ procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses. If umbrella or excess liability coverage is used to meet any required limit(s) specified herein, CMAR shall provide ~~a "follow form"~~an endorsement satisfactory to Sites Authority indicating that such coverage is subject to the same terms and conditions as the underlying liability policy.

2. Each insurance policy required by this Contract shall be endorsed to state that: (1) coverage shall not be suspended, voided, reduced or cancelled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to Sites Authority; and (2) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to Sites Authority, its officials, officers, agents, employees, and volunteers.

3. The certificates(s) and policies of insurance shall contain or shall be endorsed to contain the covenant of the insurance carrier(s) that it shall provide no less than thirty (30) days written notice be given to Sites Authority prior to any material modification or cancellation of such insurance. In the event of a material modification or cancellation of coverage, Sites Authority may terminate the Contract or stop the Service in accordance with the Contract Documents, unless Sites Authority receives, prior to such effective date, another properly executed

original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. CMAR shall not take possession, or use the Site, or commence operations under this Contract until Sites Authority has been furnished original Certificate(s) of Insurance and certified original copies of endorsements or policies of insurance including all endorsements and any and all other attachments as required in this Article. The original endorsements for each policy and the Certificate of Insurance shall be signed by an individual authorized by the insurance carrier to do so on its behalf.

4. The certificate(s) of insurance, policies and endorsements shall so covenant and shall be construed as primary, and Sites Authority's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.

5. Sites Authority reserves the right to adjust the monetary limits and types of insurance coverages during the term of this Contract including any extension thereof if, in Sites Authority's reasonable judgment, the amount or type of insurance carried by CMAR becomes inadequate.

6. CMAR shall report to Sites Authority, in addition to CMAR's insurer, any and all insurance claims submitted by CMAR in connection with the Services under this Contract.

7. Products/completed operations coverage shall extend a minimum of ~~three~~ten years after the project completion. Coverage shall be included on behalf of the insured for covered claims arising out of the actions of independent contractors. If the insured is using subcontractors, the policy must include work performed "by or on behalf" of the insured. Policy shall contain no language that would invalidate or remove the insurer's duty to defend or indemnify for claims or suits expressly excluded from coverage. Policy shall specifically provide for a duty to defend on the part of the insurer. Sites Authority, its officers, officials, agents employees, and volunteers shall be included as insureds under the policy.

3.3 Construction Services Insurance.

~~A. The Required Construction Services Insurance will be determined prior to commencement of Construction Services and will be included as part of a Reservoir Work Package Amendment.~~

A. By submitting an RFP Proposal, CMAR agrees and is obligated to provide the minimum insurance policies and coverage for the Construction Services required by the RFP. For any other insurance policies and coverage required by Sites Authority, CMAR shall use all commercially reasonable efforts to obtain the proper insurance.

3.4 Performance and Payment Bonds.

A. Generally. Prior to CMAR's commencement of Construction Services, CMAR shall submit Performance Bonds and Payment Bonds on the forms provided with the Contract Documents, duly executed by a responsible corporate surety admitted to

transact surety business in the State of California, as defined in Code of Civil Procedure section 995.120, and listed in the United States Department of the Treasury circular entitled "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies," authorized to do business in the State of California and acceptable to Sites Authority conditioned upon the faithful performance by CMAR of all requirements of the Contract Documents. The obligations of the Performance Bond surety shall continue so long as any obligation of CMAR remains. Nothing herein shall limit Sites Authority's rights or CMAR's or surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

B. Amount of Bonds. The initial Performance Bond and Payment Bonds shall be in a sum no less than one hundred percent (100%) of the first RGMP. No payment will be made to CMAR until the bonds have been approved by Sites Authority. The amount of the Performance Bond and the Payment Bond shall be increased by CMAR to reflect the adjustment to the Reservoir Package GMP upon the execution of each Reservoir Work Package Amendment and as a condition to execution of the Reservoir Work Package Amendment. CMAR shall, upon request of Sites Authority, cause the amount of the bonds to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to Sites Authority. The bonds shall further provide that no change or alteration of the Contract (including, without limitation, an increase in the Reservoir Package GMP, as referred to above), extensions of time, or modifications of the time, terms, or conditions of payment to CMAR will release the surety. If CMAR fails to furnish any required bond, Sites Authority may terminate the Contract for cause.

C. Monitoring of Sureties. CMAR shall be responsible throughout the Project for monitoring the financial condition of any surety issuing bonds under this Contract and for making inquiries no less often than annually to confirm that each such surety complies with the qualification requirements specified in this Article. In the event any surety is declared bankrupt or becomes insolvent or has the rights to do business in the state terminated, CMAR shall promptly notify Sites Authority of such event and shall promptly take steps to ensure continued compliance with this Article by furnishing or arranging for the furnishing of a substitute or additional bond of a surety whose qualifications satisfy all above requirements.

D. Insufficient Bonds. Should, in Sites Authority's sole opinion, any bond become insufficient or surety found to be unsatisfactory, CMAR shall renew or replace the effected bond within 10 Days of receiving notice from Sites Authority. In the event the surety or CMAR intends to reduce or cancel any required bonds, at least thirty (30) Days prior written notice shall be given to Sites Authority, and CMAR shall post acceptable replacement bonds at least ten (10) Days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under the Contract until any replacement bonds required by this Article are accepted by Sites Authority.

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ARTICLE 4~~ARTICLE 4~~
- COST OF CONSTRUCTION WORK.

4.1 Summary of Reservoir Package Guaranteed Maximum Price.

A. The Reservoir Package GMP will consist of the RGMPs for individual Reservoir Work Packages. The RGMP for the first Reservoir Work Package will also include an overall budgetary-level estimate for the remaining Construction Services. Subsequent RGMPs for individual Reservoir Work Packages will include updated budgetary-level pricing for the remaining Construction Services and the original budget level estimate will be reduced as Reservoir Work Packages are performed and completed.

B. The budget-level estimates will be based on all relevant information available to CMAR as of each Reservoir Work Package Amendment date, including the cost estimating information produced during the Preconstruction Services and discussions between the Parties as to the assumptions and qualifications contained therein.

4.2 Early Purchase Item.

A. Early Purchase Item Requirements.

1. Sites Authority may direct, or the Parties may agree, that CMAR will procure an Early Purchase Item. For purposes of interpretation, and unless otherwise stated, the terms of these General Conditions that apply to procurement of equipment and materials shall apply to an Early Purchase Item. This includes, but is not limited to, applicable procurement requirements and compensation for an Early Purchase Item.

2. Approval by Sites Authority of an Early Purchase Item shall not prejudice any right of Sites Authority with respect to the remainder of the Construction Services, including Sites Authority's right to terminate the Contract if the Parties cannot agree to a Reservoir Work Package Amendment. For the avoidance of doubt, in no event shall an Early Purchase Item be construed as a Reservoir Work Package Amendment or as a Notice to Proceed with Construction Services.

3. CMAR expressly agrees and acknowledges that this process for an Early Purchase Item is a contractual mitigation measure to avoid increased costs and to avoid delay(s) to the construction of the Project. Sites Authority's consent to this process hereunder shall in no way entitle CMAR to an increase in the Reservoir Package GMP or an extension of the Contract Time after the issuance of a Notice to Proceed for Construction Services, unless otherwise permitted, and consistent with the requirements of, the Contract Documents.

B. Procurement of an Early Purchase Item.

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1. CMAR shall procure an Early Purchase ~~Items~~Item on either a best value or low-bid basis, as allowed by Sites Authority. In the event that a best value procurement is utilized, CMAR will obtain approval of the evaluation criteria from Sites Authority and Sites Authority has the right to review all proposals submitted. In the event that a low-bid procurement is utilized, Sites Authority has the right to review and accept ~~all bids~~any bid submitted.

2. An Early Purchase Item Amendment, if any, shall set forth all pricing, schedule, and other relevant commercial terms specific to the corresponding Early Purchase Item. CMAR shall obtain express written authorization from Sites Authority prior to procurement of any equipment as part of an Early Purchase Item. CMAR may procure equipment at its own risk without obtaining Sites Authority's prior approval.

3. Upon delivery of an Early Purchase Item to CMAR, whether at the Site or off-site, CMAR shall provide Sites Authority with verifiable documentation of the receipt of any Early Purchase Item(s) including bill of lading and photographs specifically identifying:

   a. The Early Purchase Item;

   b. The serial number of each Early Purchase Item; and/or

   c. Other indicia authenticating the Early Purchase Item.

4. CMAR's obligations to store an Early Purchase Item shall comply with all requirements for storage of equipment and materials the Contract Documents and shall ensure that all policies of insurance protecting property shall cover the Early Purchase Item.

4.3 Guaranteed Maximum Price.

A. CMAR guarantees that the final cost to construct a Reservoir Work Package shall not exceed the RGMP for that Reservoir Work Package, subject to any additions or deductions as provided in the Contract Documents. Except as otherwise provided in the Contract Documents, CMAR shall assume the risk of all costs in excess of the RGMP in the performance of a Reservoir Work Package and to provide a fully completed and successfully operational Project, complete in every detail according to the provisions of the Contract Documents and shall not be entitled to additional payments because of such excess costs. Should CMAR believe that it is entitled to additional compensation, whether money or time, it must request such compensation pursuant to the Contract Documents. If the final accounting of the costs for the Reservoir Work Package exceeds the applicable RGMP, including all adjustments to the RGMP in accordance with the Contract Documents, CMAR shall be solely responsible for all costs exceeding such amount.

B. Each RGMP includes and assumes that from time to time, CMAR will encounter delays and difficult site conditions arising from limited access to work areas, other interference, or conditions at the Site. CMAR assumes full responsibility for its examination, investigation and understanding of the difficulties which may be encountered, and has included in each RGMP the cost of any Construction Services

DRAFT

associated with such difficulties. These costs should be presented to Sites Authority through a risk register or other mutually acceptable mechanism as part of the open book pricing for each RGMP. To the extent the Design Documents are anticipated to require further development by the A/E of Record, CMAR shall provide in the RGMP for such further development consistent with the Contract Documents and reasonably inferable therefrom.

4.4 Composition of Reservoir Guaranteed Maximum Price.

A. RGMP Elements. Each RGMP will be based on an Open Book Basis and comprised of the following elements:

1. Cost of Work, including:

   a. Direct Cost;

   b. Indirect Cost; and

   c. Subcontractor Construction Cost.

2. Bond costs without markup.

3. Insurance costs without markup.

4. Home office overhead percentage applied to Direct Cost and Subcontractor Construction Cost.

5. ~~4.~~ CMAR's Self-Performance ~~Fee~~Profit applied to CMAR's Direct Cost and Indirect Cost.

6. ~~5.~~ CMAR's Subcontractor ~~Fee~~Profit applied to Subcontractor Construction Cost.

7. ~~6.~~ CMAR Contingency, if any.

8. ~~7.~~ Allowances, if any.

B. Cost of Work Components.

1. Direct Cost.

~~a.~~ Direct Cost includes the actual and verifiable Direct Cost necessarily incurred and paid by CMAR in the proper performance of Construction Services for the applicable Reservoir Work Package. Direct Cost will be negotiated in each RGMP and include, but are not limited to, the following:

a. Field Labor Cost.

(i) CMAR will be paid for field labor cost at the rates established in CMAR's Cost Proposal Form. For each Reservoir Work Package, the Parties have agreed to a methodology to calculate any increases or decreases to the

DRAFT

rates established in CMAR's Cost Proposal Form. [INSERT METHODOLOGY]

(ii) ~~(i) Field Labor Cost. The~~In the absence of a rate for labor established in CMAR's Cost Proposal Form, the cost of field labor will be the actual cost for wages prevailing locally for each craft or type of worker at the time the Work is done, plus employer payments of payroll taxes and insurance, health and welfare, pension, vacation, apprenticeship funds, and other direct costs resulting from federal, state or local laws, as well as assessment or benefits required by lawful collective bargaining agreements. Sites Authority shall not be responsible for any labor rates in excess of the prevailing wage rate unless specifically authorized by Sites Authority's Representative for individuals with special qualifications. Wages, burdens, and fringes will be paid at actual cost as verified as part of the labor compliance reporting process and are fully auditable. They shall include the following: actual wages paid to employees; labor burden, including charges for social security taxes, Medicare taxes, federal unemployment taxes, state unemployment taxes, and other taxes pertaining to labor; and employer payments to or on behalf of the workers for health, welfare, pension, vacation, apprenticeship funds and similar purposes, as well as assessments or benefits required by lawful collective bargaining agreements. Cost for supervision above the level of working foremen (such as general foremen, superintendent, project manager, etc.) is considered to be included in Indirect Cost. ~~Premium~~

(iii) For all labor rates, premium and overtime rates shall not be paid by the Sites Authority unless authorized or directed by the Sites Authority in writing.

b. ~~(ii)~~ Materials, Equipment Cost. The cost of materials and equipment incorporated into the Project shall be actual costs, including purchase, transportation, inspection, testing, storage and handling costs. Cost of materials described in the preceding sentence in excess of those actually installed but required to provide reasonable allowance for waste and for spoilage, require written approval by Sites Authority. Unused excess materials, if any, shall be turned over to Sites Authority at the completion of the Project or, at Sites Authority's option, shall be sold by CMAR; amounts realized, if any, from such sales shall be credited to Sites Authority as a deduction from the Direct Cost. Sites Authority reserves the right to furnish materials and equipment for the Project.

c. Construction Equipment Cost.

(i) Equipment Rate Sheet. CMAR will be paid for the use of equipment at the rates established in the contractual equipment rate table [WILL BE REFERENCED AFTER CMAR SELECTION], included in the CMAR's Cost Proposal Form. These rates shall be used as a baseline for each Reservoir Work Package. The contractual equipment rate table shall only apply to owned or leased equipment, not rental equipment.

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(ii) Escalation, De-escalation of Equipment Rates. For each Reservoir Work Package, the Parties have agreed to a methodology to calculate any increases or decreases to the equipment rates established in CMAR's Cost Proposal Form. [WILL INSERT METHODOLOGY AFTER CMAR SELECTION]

(iii) Equipment Without Predetermined Rates. In the absence of a rate for equipment in the contractual equipment rate table [WILL BE REFERENCED AFTER CMAR SELECTION], CMAR will be paid for the use of equipment at rates agreed to by the Parties based on extrapolating rates from the contractual equipment rate table and/or referencing published rates schedules for equipment such as the U.S. Army Corps of Engineers publication "Construction Equipment Ownership and Operating Expense Schedule" for Region 7. For rental equipment, the Parties will establish equipment rates based on the actual rental costs and agreed to operating costs, similar to operating expenses in the U.S. Army Corps of Engineers publication. These agreed upon rates will then be added to the contractual equipment rate table for use on each Reservoir Work Package.

(iv) ~~(iii) Construction Equipment Cost. Regardless of ownership, rates for temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers, which are provided by CMAR at the Site, whether rented from CMAR or others, and costs of transportation, installation, minor repairs and replacements, dismantling and removal thereof, shall not exceed listed rates prevailing locally at equipment rental agencies, or distributors, at the time the Work is performed. CMAR shall furnish cost data supporting the establishment of the equipment rate. In the absence of a identified direct cost for the equipment, CMAR will be paid for the use of equipment at the rental rates identified for such equipment in the edition of the State of California Department of Transportation (Caltrans) publication "Labor Surcharge & Equipment Rental Rates" as supplemented by the Caltrans "Miscellaneous Equipment Rental Rates" publication in effect on the date the Work is performed. If that equipment is not listed in either Caltrans publication,~~Equipment Rates Inclusions. All equipment rates, as provided for above, shall be inclusive of all ownership and operating expenses as outlined in the U.S. Army Corps of Engineers publication "Construction Equipment Ownership and Operating Expense Schedule" ~~in effect on the date the Work is performed shall be used to determine the rental rate. The~~for Region 7. Maintenance costs for equipment above and beyond the maintenance and repair costs in the foregoing referenced U.S. Army Corps of Engineers publication, such as dedicated mechanic and fuel trucks, master mechanics, or equipment managers, shall not be included in the equipment rates and paid~~, as above provided,~~ for as either a Direct Cost or Indirect Cost, as applicable, unless otherwise agreed to by the Parties.

(v) ~~shall include the cost of fuel, oil, lubrication supplies, small tools, necessary attachments, repairs and maintenance of all kinds,~~

~~depreciation, storage, insurance, and all incidentals. Rates and quantities of equipment rented will be subject to Sites Authority's prior approval~~Payment of Equipment Rates. All equipment shall, in the opinion of Sites Authority, be in good working condition and suitable for the purpose for which the equipment is to be used. The time to be paid for equipment shall be the time the equipment is in productive operation on the Work being performed. Charges for time will not be allowed while equipment is warming up, cooling down, inoperative due to breakdowns~~. All equipment shall, in the opinion of Sites Authority, be in good working condition and suitable for the purpose for which the equipment is to be used. When hourly rates are listed, any part of an hour less than 30 minutes of operation shall be considered to be 1/2 hour of operation, and any part of an hour greater than 30 minutes will be considered one hour of operation. When daily rates are listed, any part of a day less than 4 hours operation shall be considered to be 1/2 day of operation.~~ , or any other non-operational periods.

(vi) Operating Conditions. For each Reservoir Work Package, the Parties have agreed to a methodology to determining average, difficult, and severe operating conditions, similar to the U.S. Army Corps of Engineers publication "Construction Equipment Ownership and Operating Expense Schedule". [WILL INSERT METHODOLOGY WITH SITE SPECIFIC EXAMPLES AFTER CMAR SELECTION]

(vii) Standby Time. CMAR will be paid for equipment standby time, at the sole discretion of Sites Authority, directly caused by unreasonable delay by Site Authority unless the equipment would have otherwise been in idle status. Standby rates shall be based those in the U.S. Army Corps of Engineers publication "Construction Equipment Ownership and Operating Expense Schedule" for Region 7. Paid standby must not exceed 40 hours per week (7 calendar days) (based on a 40-hour workweek) per unit of equipment. Actual operating hours during a week will be credited against the 40 hours maximum standby allowance.

(viii) Small Tools. Individual pieces of equipment having a replacement value of five thousand dollars ($5,000.00) or less shall be considered to be small tools or small equipment and no payment will be made for them. Small tools are part of Indirect Cost.

d. ~~(iv)~~ Sales Tax. CMAR's charge for sales tax will be its actual, verified direct sales tax costs only.

e. ~~(v)~~ Per Diem for Travel~~; Lodging Cost~~ Related Expenses. The reasonable cost of ~~travel, accommodations, and meals for~~per diem for travel related expenses, including lodging, meals, and incidental expenses, for CMAR's field labor directly involved in the performance of the Reservoir Work Package shall be established in each Reservoir Work Package based on [INSERT AGREED TO PARAMETERS BASED ON CMAR'S PROPOSAL]. Unless otherwise agreed to by the Parties, the foregoing shall only be

applicable to CMAR's personnel directly involved in the performance of a Reservoir Work Package that reside outside of the Local Area.

f. Travel Allowances. The reasonable cost of CMAR's field labor directly involved in the performance of the Reservoir Work Package~~, negotiated for~~ to travel home shall be established in each Reservoir Work Package based on [INSERT AGREED TO PARAMETERS BASED ON CMAR'S PROPOSAL].

g. ~~b.~~ Costs Not Considered Direct Cost. Direct Cost do not include the following: Indirect Cost; Subcontractor Construction Cost; CMAR's personnel primarily stationed at CMAR's principal or home offices; material or equipment provided by Sites Authority; cost of CMAR's capital used in the performance of the Construction Services; cost that would cause the RGMP to be exceeded; discounts and rebates and the salvage value of tools and equipment consumed in the Work charged by CMAR; cost incurred in performing call-back, repair and warranty work; cost due to the negligence, error, or omission of CMAR or to the failure of CMAR to fulfill a specific responsibility to Sites Authority set forth in the Contract Document; cost incurred as a result of a delay which does not constitute compensable delay under the Contract Documents; cost incurred in the performance of Preconstruction Services; legal fees and costs related to or arising from disputes between the Parties, including, but not limited to, mediation and litigation fees; any cost not specifically and expressly described as a reimbursable cost; and cost CMAR is required to bear as a result of CMAR's failure to perform in accordance with the Contract Documents.

2. Indirect Cost. Unless otherwise agreed to by the Parties, Indirect Cost includes the actual and verifiable Indirect Cost necessarily incurred by CMAR in the proper performance of Construction Services but only for that portion required for the applicable Reservoir Work Package. Indirect Cost will be negotiated in each RGMP and include, but are not limited to, the following:

a. CMAR's staff at the Site, including the following:

(i) CMAR will be paid for CMAR's supervisory and administrative personnel engaged in the performance of Construction Services, but only for that portion of their time required for the Reservoir Work Package, at the rates established in CMAR's Cost Proposal Form. For each Reservoir Work Package, the Parties have agreed to a methodology to calculate any increases or decreases to the rates established in CMAR's Cost Proposal Form. [INSERT METHODOLOGY]

(ii) ~~(i) Hourly~~In the absence of a rate for CMAR's supervisory and administrative personnel engaged in the performance of Construction Services established in CMAR's Cost Proposal Form, hourly costs of wages or salaries, including fringe benefits, of all CMAR's supervisory and administrative personnel engaged in the performance of Construction Services but only for that portion of their time required for the Reservoir Work Package, including but not limited to the project manager, construction manager, superintendent(s), and those

responsible for managing and implementing CMAR's general conditions, including, but not limited to, scheduling, cost control, billing, surveying, Security Plan, Quality Control Plan, and Safety Plan.

(iii) ~~(ii) Hourly costs of wages or salaries, including fringe benefits, of the~~CMAR will be compensated for CMAR's supervisory and administrative personnel engaged off of the Site at suppliers, at workshops, or on the road, to assist in the coordination, production, or transportation of material or equipment for the Reservoir Work Package.

(iv) The reasonable cost of per diem for travel related expenses, including lodging, meals, and incidental expenses, for CMAR's supervisory and administrative personnel engaged in the performance of Construction Services shall be established in each Reservoir Work Package based on [INSERT AGREED TO PARAMETERS BASED ON CMAR'S PROPOSAL]. Unless otherwise agreed to by the Parties, the foregoing shall only be applicable to CMAR's supervisory and administrative personnel that reside outside of the Local Area.

(v) The reasonable cost of CMAR's supervisory and administrative personnel engaged in the performance of Construction Services to travel home shall be established in each Reservoir Work Package based on [INSERT AGREED TO PARAMETERS BASED ON CMAR'S PROPOSAL].

b. Field office costs for CMAR staff, including the following:

(i) CMAR field office mobilization and demobilization

(ii) Office trailer rental

(iii) Office furniture and equipment

(iv) Office janitorial

(v) Office supplies

(vi) Office computers, software and maintenance

(vii) Office telephones, telephone and internet services, and all job site communication for the Project

(viii) Document reproduction services (off-site or custom)

(ix) Copy machines, fax machines, printers, scanners, and paper shredders

(x) Postage, courier, and express delivery

(xi) Accounting and data processing costs

(xii) Jobsite radios/cellular phones

DRAFT

(xiii) Scheduling expenses

(xiv) Job meeting expenses

(xv)Employee identification system

(xvi) Record Drawings

(xvii) Project preconstruction and progress photos

(xviii) Job Site security

c. Temporary amenities and utilities (includes hookup, metering, and consumption costs) including the following:

(i) Drinking water

(ii) Temporary toilets

(iii) Temporary water distribution and meters

(iv) Temporary fire protection

(v) Temporary power

(vi) Temporary and emergency lighting

(vii)Temporary construction facilities and services

(viii) Temporary heat and ventilation

3. Subcontractor Construction Cost. Subcontractor Construction Cost includes payments made by CMAR to Subcontractors for the proper performance of Construction Services. Subcontractor Construction Cost include, but are not limited to, the following:

a. Payments made by CMAR to Key Subcontractors performing Construction Services. Key Subcontractors are paid based on their actual and verifiable Direct Cost and Indirect Cost plus a Key Subcontractor ~~Fee~~Profit. The Key Subcontractor ~~Fee~~Profit shall compensate Key Subcontractors for their ~~home office overhead,~~ profit~~,~~ and other costs and expenses not specifically included in their Direct Cost and Indirect Cost. Unless otherwise agreed to by the Parties, the Key Subcontractor Profit shall be established in each Reservoir Work Package based on [INSERT AGREED TO PARAMETERS BASED ON CMAR'S PROPOSAL]. The Key Subcontractor ~~Fee~~Profit shall be a percentage ~~is identified in the Special Conditions~~ and shall only be applied to a Key Subcontractor's Direct Cost and Indirect Cost. At Sites Authority's discretion, Key Subcontractor pricing for an RGMP may be converted to a lump sum price with a negotiated discount.

DRAFT

b. Payments made by CMAR to Subcontractors for any and all cost to perform Subcontracted Construction Services as part of each Reservoir Work Package established in either a quote, proposal, or bid to CMAR, including, but not limited to, the Subcontractor's direct costs, indirect costs, field and office overhead, performance bonds, payment bonds, insurance, and profit.

C. Bond Costs. CMAR's charge for Performance Bond and Payment Bond costs, including for Subcontractors, shall be its actual, verified costs, without any markup, and identified in each Reservoir Work Package Amendment.

D. Insurance Costs. CMAR's charge for ~~Required~~ Construction Services ~~Insurance~~insurance, including for Subcontractors, shall be its actual, verified costs, without any markup, and identified in each Reservoir Work Package Amendment.

E. Home Office Overhead. Unless otherwise agreed to by the Parties, CMAR's charge for home office overhead shall be a percentage, agreed to by the Parties in CMAR's Cost Proposal Form, applied to the Cost of Work except for Indirect Cost. For each Reservoir Work Package, the Parties have agreed to a methodology to calculate any increases or decreases to the percentage established in CMAR's Cost Proposal Form. [INSERT METHODOLOGY]

F. ~~E.~~ CMAR's Self-Performance ~~Fee~~Profit. CMAR's Self-Performance ~~Fee~~Profit shall compensate CMAR for its ~~home office overhead,~~ profit~~,~~ and other costs and expenses not specifically included in the Cost of Work. Unless otherwise agreed to by the Parties, CMAR Self-Performance ~~Fee~~Profit shall be established in each Reservoir Work Package based on [INSERT AGREED TO PARAMETERS BASED ON CMAR'S PROPOSAL]. CMAR's Self-Performance Profit shall be a percentage ~~is identified in the Special Conditions~~ and shall only be applied to CMAR's Direct Cost and Indirect Cost. For each RGMP, CMAR's Self-Performance ~~Fee~~Profit shall be provided as a fixed fee after applying the CMAR's Self-Performance ~~Fee~~Profit percentage to CMAR's Direct Cost and Indirect Cost for that Reservoir Work Package.

G. ~~F.~~ CMAR's Subcontractor ~~Fee~~Profit. CMAR's Subcontractor ~~Fee~~Profit shall compensate CMAR for its ~~home office overhead and~~ profit on Subcontractor Construction Cost. CMAR's Subcontractor ~~Fee~~Profit shall be established in each Reservoir Work Package based on [INSERT AGREED TO PARAMETERS BASED ON CMAR'S PROPOSAL]. CMAR's Self-Performance Profit shall be a percentage ~~is identified in the Special Conditions~~ and shall only be applied to Subcontractor Construction Cost. For each RGMP, CMAR's Subcontractor ~~Fee~~Profit shall be provided as a fixed fee after applying CMAR's Subcontractor ~~Fee~~Profit percentage to Subcontractor Construction Cost for that Reservoir Work Package.

H. ~~G.~~ CMAR Contingency. CMAR may propose within each RGMP a CMAR Contingency, in an amount to be approved by Sites Authority and established in that Reservoir Work Package Amendment. If agreed upon by Sites Authority and included within that Reservoir Work Package Amendment, CMAR Contingency will be available for CMAR to cover any Construction Services that could not have been anticipated by CMAR on the effective date of the Reservoir Work Package Amendment, such as ~~resequencing the Reservoir Work Package for the benefit of the Project.~~unforeseen items that could not have reasonably understood or risks

identified in the development of each RGMP. If an RGMP includes CMAR Contingency, that Reservoir Work Package Amendment shall describe when CMAR Contingency may be used by CMAR. Use of CMAR Contingency requires Sites Authority's approval, not to be unreasonably withheld. CMAR Contingency is not a separate fund, but is tracked as a separate line item within the RGMP and will be used as a cost management tool. When used, CMAR Contingency funds will be subtracted from the CMAR Contingency line item and applied to one or more line items in the RGMP.

I. ~~H.~~ Allowances. In developing each Reservoir Work Package Proposal, CMAR may propose including appropriate Allowances for defined items of Work that cannot be appropriately quantified and estimated at the time each Reservoir Work Package Amendment is established, including, but not limited to, for refinements to incomplete design plans. Each such item of Work will be covered in a separate line item and have a clear description in that Reservoir Work Package Amendment of what is covered by the Allowance. Allowance items will be converted to, and included as, a line item within that RGMP once conditions exist that allow them to be properly quantified and priced, only with specific written approval of Sites Authority. Allowance items that cannot reasonably be quantified and estimated before the Allowance Work begins will be reconciled based on the actual cost of the Allowance Work. If the actual cost of the Work covered by an Allowance will be greater than the amount of the Allowance, CMAR will notify Sites Authority and if Sites Authority authorizes the Allowance Work in a Change Order, that RGMP will be increased by the additional agreed upon amount.

4.5 Self-Performed Construction Services.

A. Self-Performed Construction Services Generally.

1. Amount of Construction Services Performed. The Special Conditions provide for the minimum and maximum amount of Construction Services required to be performed by CMAR and Key Subcontractors on the Project.

2. Identification of Self-Performed Construction Services. CMAR is entitled to perform Self-Performed Construction Services, competitively bid against an independent cost estimate, in accordance with applicable law and written Sites Authority approval. CMAR shall identify in CMAR's SOQ the Self-Performed Construction Services that CMAR proposes to perform and identify how CMAR will ensure that the pricing of self-performed Work will be most advantageous to Sites Authority. The Special Conditions include the Self-Performed Construction Services the CMAR may perform.

3. Exceptions. To perform Construction Services for a specific Reservoir Work Package, but not identified in the Special Conditions, CMAR must submit a written request to Sites Authority seeking approval, which is at Sites Authority's sole discretion, prior to submitting that Reservoir Work Package Proposal. The written request shall explain why the Work cannot be subcontracted, how performing the Work by CMAR or a Key Subcontractor will be most advantageous to Sites Authority, and whether CMAR or a Key Subcontractor will the perform the Construction Services. Sites Authority agrees to consider approving such request if CMAR demonstrates to Sites Authority's satisfaction

DRAFT

that providing these Construction Services is in the best interest of the Project. If Sites Authority approves the requests, CMAR still must follow the competitive procedures for Self-Performed Construction Services.

B. Competitive Procedures for Self-Performed Construction Services.

1. CMAR must submit to Sites Authority's Representative for each Reservoir Work Package as part of that Reservoir Work Package Proposal, on an Open Book Basis, pricing for Self-Performed Construction Services that includes a detailed description of the scope of the Work. The bid format shall be consistent with cost modeling proposed in CMAR's RFP proposal and provided during the Preconstruction Services.

2. Prior to providing Sites Authority with pricing for Self-Performed Construction Services, CMAR shall provide Sites Authority notice of when the pricing will be submitted and allow Sites Authority a sufficient amount of time to engage an independent costs estimator to perform an independent cost estimate of the pricing.

3. Prior to receipt of CMAR's pricing for Self-Performed Construction Services, Sites Authority will perform an independent cost estimate of the pricing using, among other things, current local construction market costs.

4. ~~If~~Unless otherwise agreed to by the Parties, if CMAR's pricing is within ~~(TBD)~~3% percent of Sites Authority's independent cost estimate, CMAR will be allowed to perform the Self-Performed Construction Services.

5. ~~If~~Unless otherwise agreed to by the Parties, if CMAR's pricing for Self-Performed Construction Services is more than ~~(TBD)~~3% percent higher than Sites Authority's independent cost estimate, the Parties shall meet and confer to compare pricing and attempt to reconcile any differences. If necessary, CMAR will submit revised pricing and an updated Reservoir Work Package Proposal following the meet and confer process.

6. CMAR shall submit revised pricing for Self-Performed Construction Services and an updated Reservoir Work Package Proposal as may be necessary to continue negotiations for each Reservoir Work Package. The process shall continue until either:

   a. Sites Authority agrees to the pricing for the Self-Performed Construction Services;

   b. If Sites Authority's independent cost estimate cannot be reconciled with CMAR's pricing, CMAR agrees to perform the Self-Performed Construction Services at Sites Authority's final independent cost estimate;

   c. At Sites Authority's sole discretion, allow CMAR to subcontract the Self-Performed Construction Services pursuant to the subcontracting procedures for Subcontractors in these General Conditions. CMAR shall not be allowed to compete against bidders for the Construction Services. If Sites Authority allows CMAR to subcontract the Self-Performed Construction

DRAFT

Services, the minimum and maximum amount of Construction Services required to be performed by CMAR and Key Subcontractors on the Project shall not change.

d. At Sites Authority's sole discretion, follow the procedures in Section 4.9(D) of these General Conditions for when the Parties are unable to execute a Reservoir Work Package Amendment.

7. CMAR shall not be entitled to an increase of an RGMP or any extension of Contract Time related to the foregoing process.

C. Costs to Price and Bid Self-Performed Construction Services.

1. Any and all costs expended by CMAR to price Self-Performed Construction Services shall be tracked and documented by CMAR as part of Preconstruction Services. CMAR shall start tracking and documenting costs when Sites Authority provides approval during Preconstruction Services to start pricing the Self-Performed Construction Services for a Reservoir Work Package Proposal. If Sites Authority selects CMAR to provide Self-Performed Construction Services as part of a Reservoir Work Package Amendment, Sites Authority will compensate CMAR's actual and reasonable costs to price Self-Performed Construction Services as part of Phase 1 Pricing. However, CMAR shall not be compensated for any costs to price Self-Performed Construction Services if CMAR does not perform the Self-Performed Construction Services.

2. If Sites Authority allows CMAR to subcontract the Self-Performed Construction Services pursuant to the subcontracting procedures for Subcontractors in these General Conditions, CMAR shall be responsible for any and all costs related to subcontracting the Self-Performed Construction Services. This includes, but is not limited, costs to prepare bid packages and following the competitive subcontractor procurement procedures.

4.6 Key Subcontractors.

A. Pricing for Key Subcontractors shall be determined by following the competitive procedures for Self-Performed Construction Services.

4.7 Subcontracted Construction Services.

A. Subcontracted Construction Services Bid or Proposal Packages. For each Reservoir Work Package, CMAR shall develop and prepare separate and specific bid packages for each category of Subcontracted Construction Services that clearly delineates the scope of subcontracted Work for that Reservoir Work Package. CMAR shall be responsible for determining the Design Documents that are applicable to each category of Subcontracted Construction Services. CMAR shall be responsible for the assembly, reproduction and distribution of all documents defining the scope of work for each category of Subcontracted Construction Services.

B. Competitive Subcontractor Procurement.

1. Compliance with Law. CMAR shall procure Subcontractors through a competitive process that complies with both Public Contract Code section 20928.3 and the Funding Requirements. Subcontractors shall be selected in accordance with protections provided by State law, including, but not limited to, the Subletting and Subcontracting Fair Practices Act (Public Contract Code sections 4100 *et seq*.).

2. Prequalification. CMAR may, at its option, advertise for statements of qualifications in order to shortlist interested subcontractors prior to soliciting bids or proposals. A short listing process shall not place unreasonable requirements on subcontractors to qualify, shall not require unnecessary experience or excessive bonding, and shall not enable any arbitrary action in determining whether a subcontractor is prequalified.

3. Public Notice. CMAR shall provide notice of bidding for Subcontracted Construction Services in accordance with the publication requirements applicable to Sites Authority's competitive bidding process including a fixed date and time on which qualification statements, bids, or proposals will be due. In addition, CMAR shall take affirmative steps to provide the public notice of bidding to both the Project Area and Local Area. This includes, but is not limited to, posting the public notice of bidding to electronic contractor bidding lists ~~or~~, Sites' procurement portal on its website and trade journals in the Project Area and Local Area ~~and~~along with performing public outreach to potential subcontractors in the Project Area and Local Area. The solicitation shall, to the extent applicable, give notice that selected subcontractors shall be bound to the PLA, and shall require that to be eligible for an award, the bid or proposal must include a binding commitment to be bound by the terms of the PLA.

4. Sites Authority Review of Bid Packages and Notice. At least fourteen (14) Days prior to the release of Subcontracted Construction Services for bidding, CMAR shall provide Sites Authority with a copy of the written notice it will publish (including newspaper advertising) to solicit potential subcontractors and a copy of the bid packages for the Subcontracted Construction Services. Sites Authority reserves the right to request that CMAR reasonably revise its published notice or bid package for Subcontracted Construction Services.

5. Low Bid; Best Value. CMAR shall award subcontracts to responsible subcontractors with the lowest responsive bid unless Sites Authority allows or directs CMAR to award by best value. The solicitation shall set forth whether the award will be given to the lowest responsible bidder or on a best value basis.

    a. Low Bid. If the solicitation is for the lowest responsible bid, then the solicitation shall set forth how CMAR will determine the lowest responsible bidder. The solicitation shall include sufficiently-detailed specifications and information to enable all bidders to respond and provide firm fixed price bids that may be compared equally amongst various bidders. CMAR shall not negotiate with the bidders to determine the lowest responsible bid.

    b. Best Value. If the solicitation is for proposals to be considered on a best value basis, then the solicitation shall identify all evaluation factors and their relative importance to determination of the award. CMAR shall develop a written method of determining the proposer who will provide the best value to

the Project, which shall include consideration of price and other relevant factors. CMAR shall document its basis for making the award.

6. Bid/Proposal Opening. CMAR shall invite Sites Authority to attend all bid and proposal opening(s) for Subcontracted Construction Services and shall within 48 hours of the bid or proposal opening(s) provide copies or access to all bid or proposal documents provided by all proposers or bidders.

7. Review of Bids, Proposals.

   a. Solicitations shall include a procedure, developed and administered by CMAR, for protesting a prequalification determination or contract award. CMAR shall notify Sites Authority of any protest prior to responding to such protest. CMAR shall be solely responsible for determining any protests to any of its subcontract awards.

   b. CMAR may reject all bids or proposals and may waive any inconsequential irregularities in any bid or proposal. If CMAR rejects a bid or proposal as non-responsive, or otherwise determines the bidder or proposer is not eligible or qualified, CMAR shall document the basis for any rejection.

8. Contracts. Construction subcontracts shall be on ~~a~~an Open Book Basis with a guaranteed maximum price, lump sum basis, or unit price basis, and CMAR shall not award contracts to Subcontractors on a basis that uses a percentage of construction cost contracting.

9. Rights of Sites Authority.

   a. Without limiting anything set forth herein, CMAR acknowledges and agrees that Sites Authority shall have the right to: (a) review and comment on all procurement documents; (b) attend any bid or proposal openings; (c) attend any meetings with prospective subcontractors; (d) review all bids, proposals, and other information developed or otherwise resulting from any competitive procurement, including CMAR's tabulation, scoring or evaluation materials; and (e) otherwise participate in the contract award process. CMAR shall provide Sites Authority sufficient time, but in no case less than 20 Days, to exercise its rights regarding the foregoing. Upon contract award, CMAR shall provide the Sites Authority with a description of the competitive process undertaken in connection with such contract award, together with copies of all material documents used in connection therewith and agreements resulting therefrom.

   b. Sites Authority, in its discretion, shall have the right to direct CMAR to reject any or all bids and proposals and re-solicit any Subcontracted Construction Services in accordance with the procurement requirements of this Article in the event Sites Authority is not satisfied that the competitive process or pricing received is fair, reasonable and consistent with industry standards for similar services. CMAR shall not be entitled to an increase of the RGMP or any extension of Contract Time if Sites Authority requires CMAR to re-solicit any Subcontracted Construction Services due to CMAR failing to follow the

Contract requirements for solicitation of Subcontracted Construction Services.

C. Noncompetitive Subcontractor Procurement.

1. CMAR may procure Subcontractors without following the above competitive procurement procedures only if both of the following apply:

   a. The subcontract qualifies for non-competitive procurement under the Federal Guidelines at 2 C.F.R. Section 200.320 and the appropriate documentation has been provided to the Authority to demonstrate this; and

   b. The selection of the subcontractor complies with Sites Authority's procurement policies and procedures.

2. If following CMAR's diligent and good faith solicitation of a number of sources, CMAR determines that competition is determined to be inadequate, CMAR may, with Sites Authority's express written authorization, utilize a noncompetitive process or may self-perform the Subcontracted Construction Services by following the procurement procedures for Self-Performed Construction Services.

3. For a noncompetitive procurement, CMAR may obtain quotes, negotiate price or utilize any other selection method. Noncompetitively procured Subcontractors must still meet all other requirements of the Contract Documents, including but not limited to agreeing to be subject to the PLA, if applicable, being registered with the Department of Industrial Relations to perform public works, and maintaining all appropriate licenses and qualifications to perform the respective Subcontracted Construction Services.

4.8 Reservoir Work Package Proposal.

A. Reservoir Work Package Proposal Generally.

1. As part of the Preconstruction Services, CMAR shall prepare a Reservoir Work Package Proposal for each Reservoir Work Package as directed by Sites Authority.

2. Prior to providing Sites Authority a Reservoir Work Package Proposal, CMAR shall provide Sites Authority notice of when the Reservoir Work Package Proposal will be submitted. Sites Authority shall be provided a sufficient amount of time to review a Reservoir Work Package Proposal.

3. The Reservoir Work Package Proposal shall include and be based upon the Design Documents and all other information, analysis, findings and reports provided to CMAR during the performance of Preconstruction Services, and shall be prepared in accordance with the Contract Documents, including the Preconstruction Scope of Services.

4. CMAR shall develop the RGMP for each Reservoir Work Package Proposal on an Open Book Basis that includes each of the elements that comprise the RGMP further described in Section 4.4 of these General Conditions, providing Sites

Authority with full access to all details that make up each Reservoir Work Package Proposal.

5. Each Reservoir Work Package Proposal shall include a detailed and comprehensive description of how each proposed RGMP was derived and the material factors on which it was based, all in compliance with the contractual requirements for establishing each RGMP, together with any other related information required pursuant to this Article. All costs, bids, quotes, estimates and other information supporting each Reservoir Work Package Proposal shall be made available to Sites Authority.

6. CMAR shall not be entitled to an increase of ~~an~~any RGMP, including, but not limited to, any RGMP previously agreed to by the Parties, or any extension of Contract Time related to the Reservoir Work Package Proposal process.

B. Components of Reservoir Work Package Proposal. CMAR shall include with each Reservoir Work Package Proposal a written statement of its basis for that RGMP, which shall include the following:

1. A list of the Design Documents, including, among other things, the Drawings and Specifications used as the basis for the RGMP;

2. A list of the assumptions, exceptions, and clarifications made by CMAR in the preparation of the Reservoir Work Package Proposal, which list is intended to supplement the information contained in the Design Documents;

3. CMAR's proposed RGMP for the Reservoir Work Package on an Open Book Basis, including, but not limited to, the following:

   a. A proposed Cost of Work with CMAR's Self-Performance ~~Fee~~Profit and CMAR's Subcontractor ~~Fee~~Profit;

   b. A proposed bond cost;

   c. A proposed insurance cost;

   d. A proposed home office overhead cost;

   e. ~~d.~~ A proposed CMAR Contingency, including any risk register that describes the items in the CMAR Contingency, if any;

   f. ~~e.~~ A proposed Allowance, including specific items that the Allowance may be used for, if any;

   g. ~~f.~~ A proposed schedule of values for the Reservoir Work Package;

   h. ~~g.~~ A proposed list of Key Subcontractors and Subcontractors performing Construction Services, if known; and

DRAFT

i. ~~h.~~ A proposed budgetary-level estimate of the cost to complete the remaining Reservoir Work Packages.

4. A proposed Critical Path Schedule for the Reservoir Work Package.

5. A proposed Contract Time for the Reservoir Work Package; and

6. Any other information requested by Sites Authority as necessary or appropriate to negotiate and execute the Reservoir Work Package Amendment.

C. Early Purchase Items. In the event that an Early Purchase Item Amendment has been executed prior to submittal of each Reservoir Work Package Proposal, a proposal as to the manner in which the technical, price, schedule and other terms and conditions contained in the Early Work Package Amendments will be incorporated and taken account of in the Reservoir Work Package Amendment, with the objective that the Reservoir Work Package Amendment will contain and supersede all of the terms and conditions of any Early Purchase Item Amendment.

4.9 Reservoir Work Package Amendment.

A. Obligations of CMAR.

1. CMAR shall be obligated (1) to make a complete bona fide Reservoir Work Package Proposal in accordance with this Article and the Contract Documents, and (2) to negotiate in good faith toward a Reservoir Work Package Amendment based on the Reservoir Work Package Proposal.

2. If the Reservoir Work Package Proposal does not comply with the requirements of this Contract, Sites Authority's Representative shall provide written notice to CMAR of any additions, corrections or revisions required to achieve such compliance. In such event, CMAR, at its cost and expense and without any increase in the Phase 1 Pricing, shall promptly take all necessary rectification action, making multiple re-submittals if required. The failure of CMAR to provide a Reservoir Work Package Proposal in accordance with the Contract Documents shall be a material breach of this Contract.

B. Negotiation, Execution of Reservoir Work Package Amendment.

1. Sites Authority and CMAR acknowledge and agree that each intends to negotiate and enter into a Reservoir Work Package Amendment mutually acceptable to the Parties for the performance of each Reservoir Work Package based on the Reservoir Work Package Proposal.

2. The execution and delivery of each Reservoir Work Package Amendment shall establish the RGMP and the Contract Time for that Reservoir Work Package, along with other basic terms and conditions of this Contract which were not established at the Effective Date. Unless otherwise expressly stated by the Parties in each Reservoir Work Package Amendment, the Reservoir Work Package Amendment shall not modify any portion of the Contract Documents.

DRAFT

3. The execution of a Reservoir Work Package Amendment shall not prejudice any right of Sites Authority with respect to the remainder of the Construction Services, including Sites Authority's right to terminate the Contract and not construct any additional Reservoir Work Packages.

C. Representations in Reservoir Work Package Amendment.

1. In the event the Parties execute a Reservoir Work Package Amendment, the Reservoir Work Package Amendment shall be deemed to constitute a representation by CMAR that:

   a. It has examined, carefully studied, and thoroughly understands the Contract Documents associated with the Reservoir Work Package;

   b. It has thoroughly reviewed and verified all information provided to or obtained by CMAR through the performance of the Preconstruction Services, including reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site;

   c. It has become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Reservoir Work Package;

   d. It is familiar with and is satisfied as to all Applicable Law that may affect cost, progress, and performance of the Reservoir Work Package;

   e. It has considered the information known to CMAR, including information commonly known to contractors doing business in the localities of the Site; information and observations obtained from visits to the Site; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on:

      (i) The cost, progress, and performance of the Reservoir Work Package; and

      (ii) The means, methods, techniques, sequences, and procedures of construction to be employed by CMAR, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents.

   f. Based on all of the foregoing and the performance of the Preconstruction Services, the Site constitutes an acceptable and suitable location for performance of the Reservoir Work Package;

   g. It does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for it to enter into the Reservoir Work Package Amendment for the performance of the Reservoir Work Package for the RGMP on or before the applicable Milestone Date, and in accordance with the other terms and conditions of this Contract;

DRAFT

h. The Design Documents are sufficient to enable CMAR to determine the RGMP; and

i. Subject to the terms and conditions of this Contract, the RGMP can be completed in accordance with the Contract Documents for the RGMP by the applicable Milestone Date.

D. Failure to Execute Reservoir Work Package Amendment.

1. If the Parties are unable to reach an agreement on CMAR's Reservoir Work Package Proposal and execute a Reservoir Work Package Amendment, Sites Authority reserves the right, in its sole discretion, to, without limitation, do any of the following (or, a combination thereof):

a. Procure that Reservoir Work Package by any other project delivery method, including, but not limited to, hiring a new construction manager. CMAR and Key Subcontractors identified for that CMAR's Reservoir Work Package shall not be entitled to bid or propose on any part of that Reservoir Work Package.

b. Require CMAR to continue to performing Preconstruction Services and develop Reservoir Work Package Proposals for the any remaining Reservoir Work Packages.

c. Allow CMAR to subcontract the Reservoir Work Package pursuant to the subcontracting procedures for Subcontractors in these General Conditions. CMAR shall not be allowed to compete against bidders for the Reservoir Work Package.

d. Terminate CMAR for convenience in accordance with the General Conditions.

2. Sites Authority shall have the right at any time in its discretion to proceed to develop and implement Reservoir Work Packages with other contractors. Sites Authority may exercise such right during the performance of the Preconstruction Services, upon termination of this Contract or upon any failure of the Parties to execute a Reservoir Work Package Amendment.

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ARTICLE 5~~ARTICLE 5~~ - CMAR RESPONSIBILITIES.

5.1 General Responsibilities.

A. Applicable Laws. CMAR shall give all notices required by and shall comply with all Applicable Laws applicable to the performance of the Services. Except where otherwise expressly required by Applicable Laws, neither Sites Authority nor the Sites Authority's Representative shall be responsible for monitoring CMAR's compliance with any Applicable Laws. If CMAR performs any Services knowing or having reason to know that it is contrary to Applicable Laws, CMAR shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Services.

B. Standard of Care. CMAR shall perform the Services using its best professional skill and judgment, acting with due care and in accordance with professional standards of care, the terms hereof and applicable law, code, rule or regulation. CMAR warrants that the Services and Work will be of the highest quality and free from defects and that all Work will conform with the requirements of the Contract Documents. CMAR shall supervise, inspect, and direct the Services and Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Project in accordance with the Contract Documents. CMAR shall perform, at its own cost and expense and without reimbursement from Sites Authority, any services necessary to correct errors or omissions which are caused by CMAR's failure to comply with the standard of care provided for herein.

C. Best Efforts. CMAR recognizes the relations of trust and confidence that are established by this Contract, and covenants with Sites Authority to furnish CMAR's best skill and judgment, and to actively cooperate and assist ~~in furthering the best interests of~~ Sites Authority in all matters pertaining to the Project. CMAR agrees to furnish efficient business administration and capable supervision, and to use every effort to keep upon the work an adequate supply of workmen and materials in order to secure its execution in the most expeditious and economical manner consistent with ~~Sites Authority's best interests~~the Contract Documents. CMAR's employees assigned to the Project shall at all times be reasonably satisfactory to Sites Authority.

D. Independent Contractor. CMAR in the performance of this Contract shall be and act as an independent contractor. CMAR understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of Sites Authority, and are not entitled to benefits of any kind or nature normally provided employees of Sites Authority or to which Sites Authority's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. CMAR shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to CMAR's

employees. In the performance of the Services, CMAR is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of CMAR's Services, Sites Authority being interested only in the results obtained.

E. Construction Phase Meetings. Before CMAR's commencement of each Reservoir Work Package during the Construction Phase, a conference attended by Sites Authority, CMAR, Sites Authority's Representative, and others as appropriate will be held to establish a working understanding among the Parties as to the Construction Phase and to discuss the schedules referred to herein, procedures for handling Submittals and Shop Drawings, processing applications for payment, and maintaining required records. CMAR shall schedule and hold regular progress meetings at least weekly and at other times as requested by Sites Authority's Representative or as required by progress of the Work. CMAR and Sites Authority shall attend each meeting. CMAR may at its discretion request attendance by representatives of its Subcontractors, Suppliers, or manufacturers. The Sites Authority's Representative will preside at the progress meetings and will arrange for keeping and distributing the minutes. The purpose of the meetings is to review the progress of the Work, maintain coordination of efforts, discuss changes in scheduling, and resolve other issues which may develop. During each meeting, CMAR shall present any issues which may impact its progress with a view to resolve these issues expeditiously.

F. Permits and Licenses. Sites Authority will apply and pay for the review of necessary encroachment permits for Work within the public rights-of-way. All other necessary permits and licenses necessary for prosecution of the Work shall be secured and paid for by CMAR, including, but not limited to, permits, licenses and fees required by a Governmental Body, unless otherwise expressly provided by the Contract Documents. CMAR shall arrange and pay for all off-site inspection of the Work related to permits and licenses, including certification, required by the Contract Documents or by Governmental Bodies, except for such off-site inspections delineated as Sites Authority's responsibility pursuant to the Contract Documents. Before Substantial Completion of the Project, CMAR shall submit all licenses, permits, certificates of inspection and required approvals to Sites Authority.

G. Taxes. CMAR shall pay all sales, consumer, use, and other similar taxes required to be paid in accordance with the Applicable Laws of the place of the Project which are applicable during the performance of the Work. In accordance with Revenue and Taxation Code section 107.6, the Contract Documents may create a possessory interest subject to personal property taxation for which CMAR will be responsible. Without limiting any of the foregoing, in the event Sites Authority seeks to obtain any available exemption under Applicable Law from sales, consumer, use, and similar taxes for the Project, CMAR will cooperate with Sites Authority in seeking such an exemption, and will utilize (and cause its Subcontractors to utilize) any such exemption to the extent available in performance of the Work.

5.2 Staffing of Project.

A. Employment of Workers. CMAR shall comply with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may

be amended from time to time, and shall require all Subcontractors and consultants to comply with the same. Each person executing the Contract on behalf of CMAR verifies that he or she is a duly authorized officer of CMAR and that any of the following shall be grounds for Sites Authority to terminate the Contract for cause: (1) failure of CMAR or its Subcontractors or consultants to meet any of the requirements provided for in this Article; (2) any misrepresentation or material omission concerning compliance with such requirements; or (3) failure to immediately remove from the Work any person found not to be in compliance with such requirements.

B. Competent Workers. CMAR shall at all times enforce strict discipline and good order among its employees. CMAR shall not employ on the Project any unfit person or any one not skilled in the services assigned to him or her. Any person in the employ of CMAR whom Sites Authority may deem incompetent or unfit shall be dismissed from performing services and shall not be employed on the Project.

C. Supervision. CMAR shall continuously keep at the Site, a competent and experienced full-time Project superintendent acceptable to Sites Authority. Superintendent must be able to proficiently speak, read and write in English and shall have the authority to make decisions on behalf of CMAR. CMAR shall continuously provide efficient supervision of the Project.

5.3 Subcontractors.

A. Subcontracting Generally.

1. Licenses. CMAR shall employ only Subcontractors who are duly licensed and qualified to perform the Work consistent with the Contract Documents. All Subcontractors performing Construction Services shall possess a valid contractor license as required by Applicable Law for the classification required for the work to be performed by Subcontractors at the commencement of the Construction Services and throughout the duration of the Work.

2. Responsibility for Subcontractors. All subcontracted Work shall be performed under written subcontracts. CMAR agrees to bind every Subcontractor to the terms of the Contract Documents as far as such terms are applicable to Subcontractor's portion of the Services. CMAR shall be as fully responsible to Sites Authority for the acts and omissions of its Subcontractors and of persons either directly or indirectly employed by its Subcontractors, as CMAR is for acts and omissions of persons directly employed by CMAR. Nothing contained in these Contract Documents shall create any contractual relationship between any Subcontractor and Sites Authority. Sites Authority reserves the right to accept all Subcontractors. Sites Authority's acceptance of any Subcontractor under this Contract shall not in any way relieve CMAR of its obligations in the Contract Documents. Subcontracts entered into by Sites Authority for the performance of the Work shall neither supersede nor abrogate any of the terms or provisions of the Contract.

3. Claims. CMAR shall be responsible for settling and resolving all claims with Subcontractors. CMAR shall provide to Sites Authority, promptly following the receipt thereof, copies of any notice of default, breach or non-compliance received under or in connection with any subcontract that may have a material

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and adverse effect on performance by CMAR of its obligations under the Contract Documents.

4. Payment. CMAR shall pay or cause to be paid to all Subcontractors all amounts due in accordance with their respective subcontracts and the requirements of this Article, the Contract Documents, and Applicable Law. No Subcontractor shall have any right or claim against Sites Authority for labor, services, materials or equipment furnished for the Project. CMAR acknowledges that its indemnity obligations under the Contract shall extend to all claims for payment or damages by any Subcontractor who furnishes or claims to have furnished any labor, services, materials or equipment in connection with the Project. CMAR shall, at Sites Authority's request, furnish satisfactory evidence that all obligations of the nature designated above in this Article have been paid, discharged or waived. If CMAR fails to do so Sites Authority may, after having notified CMAR, withhold from CMAR's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the CMAR will be resumed in accordance with the terms of the Contract, but in no event shall the provisions of this sentence be construed to impose any obligations upon Sites Authority to either CMAR, the surety or any third party.

5. Assignment. Each subcontract agreement shall include a provision that allows for an irrevocable assignment of the subcontract to Sites Authority, solely at Sites Authority's election and without cost or penalty. The provision shall indicate that Sites Authority's acceptance of the assignment shall not affect any obligations of the Subcontractor's performance or payment bond surety. Sites Authority may accept the assignment by delivering written notice to CMAR and Subcontractor.

B. Subcontracting Preconstruction Services. CMAR shall perform the Preconstruction Services with resources available within its own organization and no portion of the Preconstruction Services shall be subcontracted without written authorization by Sites Authority, except that which is expressly identified in CMAR's RFP Proposal.

C. Substitution of Subcontractors.

1. Subcontractors Performing Preconstruction Services. CMAR shall not substitute a Subcontractor performing Preconstruction Services except with Sites Authority's express written authorization.

2. Subcontractors Performing Construction Services. Subcontractors performing Construction Services shall be afforded the protections of the Subletting and Subcontracting Fair Practices Act (Public Contract Code sections 4100 *et seq*.). CMAR shall not substitute Subcontractors that are awarded a contract pursuant to the above process, except in accordance with the Subletting and Subcontracting Fair Practices Act. Except for Key Subcontractors, CMAR may substitute a Subcontractor without following the Subletting and Subcontracting Fair Practices Act that CMAR procures through a noncompetitive procurement. CMAR shall not substitute in a Subcontractor for Self-Performed Construction Services except with Sites Authority's express written authorization.

3. All Subcontractor Substitution. Sites Authority will not grant an increase to an RGMP or grant an extension of Contract Time in the event of a substitution of any Subcontractor.

D. Dismissal of Subcontractors.

1. Subcontractor. Sites Authority reserves the right to order CMAR to dismiss any Subcontractor and to terminate any subcontract if, in Sites Authority's opinion, the Subcontractor fails to comply with the requirements of the Contract Documents insofar as the same may be applicable to the Subcontractor's Work. Nothing herein contained shall create any contractual relation between any Subcontractor and Sites Authority or relieve CMAR of any liability or obligation hereunder~~. No Subcontractor will be recognized as such, and all persons engaged in the Work will be considered as employees of CMAR and CMAR shall be responsible for their~~ for, among other things, its Subcontractor's Work.

2. Staff Member of Subcontractor. If at any time during the Project, Sites Authority reasonably determines that the performance of any member of Subcontractor's staff performing Services is unsatisfactory, Sites Authority may require CMAR to remove such staff member immediately and replace the staff member at no cost or penalty to Sites Authority.

3. No Increase in Price, Time. Sites Authority will not grant an increase to an RGMP or grant an extension of the Contract Time in the event of a dismissal of any Subcontractor.

5.4 Safety Requirements.

A. General Safety Requirements. CMAR shall be solely responsible for all safety precautions and programs in connection with the Services. CMAR shall comply with all Applicable Laws relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. CMAR shall take all reasonable precautions for the health and safety of, and shall provide all reasonable protection to prevent damage, injury or loss to all employees on the Site and all other persons who may be affected thereby. CMAR shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Applicable Laws. CMAR shall notify owners of adjacent property and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property. CMAR shall maintain emergency first aid treatment for its employees which complies with the Federal Occupational Safety and Health Act of 1970 (29 U.S.C. § 651 *et seq*.), and California Code of Regulations, Title 8, Industrial Relations Division 1, Department of Industrial Relations, Chapter 4. CMAR shall ensure the availability of emergency medical services for its employees in accordance with California Code of Regulations, Title 8, Section 1512.

B. Emergency Response Plan. CMAR must prepare as part of the Preconstruction Services an emergency response plan that includes ensuring sufficient response to

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any medical or fire emergency, such as injury to an employee or a wildfire at the Site, without burdening the current Project Area emergency response resources like police and fire.

C. Safety Manager. CMAR assumes responsibility for implementing and monitoring all health and safety precautions and programs related to the performance of the Work. CMAR shall, prior to commencing Work, designate an individual with the qualifications and experience necessary to supervise the implementation and monitoring of all health and safety precautions and programs related to the Work. The health and safety manager shall be an individual stationed full time at the Site and who shall have no other responsibilities with respect to the Project other than supervising the implementation and monitoring of all health and safety precautions and programs related to the Work.

D. Safety Inspections and Meetings. CMAR is solely responsible to inspect, survey, and assess the Site and identify the existence of all permit-required confined spaces and non-permit confined spaces and comply with applicable OSHA regulations and standards. CMAR's assessment of the Site shall begin upon the initiation of Work and continue throughout the duration of the Project. The health and safety manager shall make routine daily inspections of the Site and shall hold weekly health and safety meetings with CMAR's personnel, Subcontractors and others, as applicable.

E. Safety Plan. CMAR shall submit an illness and injury prevention program and a Site specific safety plan to Sites Authority prior to beginning Work ("Safety Plan"). The Safety Plan shall include, but not be limited to, worker safety, electrical safety, lock-out/tag-out, arc flash safety personal protection equipment while working in vicinity of energized electrical equipment, hazard communication, fire protection plan, emergency access plan, health and safety inspections of mechanized equipment, machinery, hoists, cranes, scaffolding, excavations, shoring, and related items. CMAR shall maintain a confined space program that meets or exceeds Applicable Law. CMAR needs to make themselves aware of Sites Authority's safety policies and procedures, and shall meet or exceed all Sites Authority standards in areas where Sites Authority must enter to perform inspections.

F. Safety Compliance Requirements. CMAR shall, and shall cause all Subcontractors to, comply with: (1) all Applicable Law relating to safety; (2) the Safety Plan; and (3) any Sites Authority health and safety requirements. CMAR shall immediately report (no later than within 12 hours after its occurrence), in writing, any health and safety-related injury, loss, damage, accident or near miss arising from the Work to the Sites Authority's Representative and, to the extent mandated by Applicable Law, to any Governmental Body having jurisdiction over health and safety-related matters involving the Project. Sites Authority shall have the right to suspend any or all Work if CMAR fails to comply with its obligations hereunder without any requirements of increasing an RGMP or Contract Time.

G. Emergencies. During Preconstruction Services, CMAR shall develop an emergency response plan in accordance with the Contract Documents. The emergency response plan shall establish the protocols for CMAR in dealing with emergencies impacting the performance of the Work and ensure there is sufficient response to any medical or fire emergency, such as injury to an employee or a wildfire at the Site, without burdening the current Project Area emergency response resources like

police and fire. This may include CMAR contracting directly for fire and medical services. The emergency response plan shall be subject to the approval of Sites Authority. In case of an emergency which threatens immediate loss or damage to property or health and safety of life, CMAR shall act immediately to prevent threatened loss, damage, injury or death. CMAR shall notify Sites Authority's Representative of the situation and all actions taken immediately thereafter. Prior to commencing Construction Services and at all times during the performance of the Work, CMAR shall provide Sites Authority with 24-hour emergency phone numbers where its representatives can be contacted. When Sites Authority has been notified of emergency situations requiring, in Sites Authority's reasonable opinion, immediate attention and rectification, Sites Authority will so notify CMAR. In the event CMAR fails to commence actions to prevent threatened loss, damage, injury or death immediately after notification from Sites Authority, Sites Authority may take all appropriate rectification actions and deduct the costs thereof from monies owed to CMAR.

5.5 Security.

A. Security Generally. CMAR shall be responsible for the security and protection of the Project and the Site, including any security requirements set forth in the Contract Documents. CMAR shall guard against all damage or injury to such properties caused by trespass, negligence, vandalism or malicious mischief of third parties, and shall operate, maintain, repair and replace all surveillance and other security equipment and assets constituting fixtures of the Project in accordance with the Contract Documents. CMAR shall comply with, and cause all Subcontractors to comply with, all terms and conditions related to security.

B. Security Plan. CMAR shall, as part of the Preconstruction Services, provide, for Sites Authority's review and comment, a Security Plan, prepared in accordance with the Contract Documents. ~~CMAR~~The Security Plan shall, without limitation, require CMAR to avoid or minimize adverse impacts to local public services such as the Sheriff or California Highway Patrol. CMAR shall not perform any Construction Services until the Sites Authority has reviewed and commented on the Security Plan. CMAR shall provide a final Security Plan, having addressed any comments provided by Sites Authority, as a pre-condition to the Construction Services.

5.6 Hazardous Waste.

A. Hazardous Waste Introduced by CMAR. Sites Authority shall not be responsible for any Hazardous Waste brought to the site by CMAR. If CMAR: (i) introduces and/or discharges a Hazardous Waste onto the Site in a manner not specified by the Contract Documents; and/or (ii) disturbs a Hazardous Material identified in the Contract Documents, CMAR shall hire a qualified remediation contractor at CMAR's sole cost to eliminate the condition as soon as possible. Under no circumstance shall CMAR perform Services for which it is not qualified. Sites Authority, in its sole discretion, may require CMAR to retain at CMAR's cost an independent testing laboratory.

B. Encountering Hazardous Waste. If CMAR encounters Hazardous Waste which may cause foreseeable injury or damage, CMAR shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such material or

substance (except in an emergency situation); and (iii) notify Sites Authority (and promptly thereafter confirm such notice in writing). CMAR shall contract for any services required to directly remove and/or abate Hazardous Waste, if required. The Work in the affected area shall not thereafter be resumed except by written agreement of Sites Authority and CMAR.

C. Hazardous Waste Indemnification. CMAR shall indemnify, defend, and hold harmless Sites Authority from and against claims, damages, losses and expenses, arising from Hazardous Waste on the Site, if such Hazardous Waste was brought to the Site by CMAR. Nothing in this paragraph shall obligate CMAR to indemnify Sites Authority in the event of the sole or active negligence or willful misconduct of Sites Authority, its officers, agents, or employees.

5.7 Water Quality Management and Compliance.

A. Storm Water. Storm, surface, ground, nuisance, or other waters may be encountered at various times during construction of the Project. CMAR hereby acknowledges that it has investigated the risk arising from such waters, has prepared each RGMP accordingly, and assumes any and all risks and liabilities arising therefrom.

B. Discharge of Storm Water. CMAR shall keep itself and all Subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Work including, without limitation, all applicable provisions regulating discharges of storm water; the Federal Water Pollution Control Act (33 U.S.C. § 13000 *et seq*.); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); and any and all regulations, policies, or permits issued pursuant to any such authority.

C. Construction General Permit. CMAR shall comply with all conditions of the State Water Resources Control Board National Pollutant Discharge Elimination System General Permit for Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction Activity ("Construction General Permit") for all construction activity which results in the disturbance of in excess of one acre of total land area or which is part of a larger common area of development or sale. CMAR shall comply with the lawful requirements of Sites Authority, and any other applicable municipality, drainage district, or other local agency with jurisdiction over the location where the Work is to be conducted, regarding discharges of storm water to separate storm drain systems or other watercourses under their jurisdiction, including applicable requirements in municipal storm water management programs.

D. Violations. Failure to comply with the Construction General Permit, laws, regulations, and ordinances listed in this Article is a violation of federal and state law. Notwithstanding any other indemnity contained in these Contract Documents, CMAR agrees to indemnify and hold harmless Sites Authority, its officials, officers, agents, employees and authorized volunteers from and against any and all claims, demands, fees, costs, expenses, or losses or liabilities of any kind or nature which Sites Authority, its officials, officers, agents, employees and authorized volunteers may sustain or incur for noncompliance with the Construction General Permit, laws, regulations, and ordinances listed above, arising out of or in connection with the

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Work, except for liability resulting from the sole established negligence, willful misconduct or active negligence of Sites Authority, its officials, officers, agents, employees or authorized volunteers. Sites Authority reserves the right to defend any enforcement action or civil action brought against Sites Authority for CMAR's failure to comply with any applicable water quality law, regulation, or policy. CMAR hereby agrees to be bound by, and to reimburse Sites Authority for the costs associated with, any settlement reached between Sites Authority and any relevant enforcement entity.

5.8 Environmental Requirements.

A. Environmental Quality Protection.

1. Environmental Regulations. Sites Authority operates under a number of environmental permits issued by various agencies. CMAR shall comply with all requirements of Applicable Law for environmental rules and regulations. Any infractions of Applicable Law by CMAR during the term of the Contract, which result in penalties, will be the responsibility of CMAR. If due to an action, inaction, or negligence by CMAR, Sites Authority becomes subject to non-compliance penalties, the cost of such penalties shall be borne by CMAR.

2. Preservation of Site. CMAR shall exercise care to preserve the natural landscape and vegetation, and shall conduct operations so as to prevent unnecessary destruction, scarring, or defacing of the natural surroundings in the vicinity of the Work. Movement of crews and equipment within the rights-of-way and over routes provided for access to the Work shall be performed in a manner to prevent damage to property. When no longer required, construction roads shall be restored to original contours. Upon completion of the Project and following removal of construction facilities and required cleanup, land used for construction purposes and not required for the completed installation shall be scarified and regraded, as required, so that all surfaces are left in a condition that will facilitate natural revegetation, provide for proper drainage, and prevent erosion.

3. Endangered Plants and Animals. If, in the performance of the Work, evidence of the possible occurrence of any Federally listed threatened or endangered plant or animal is discovered, CMAR shall notify Sites Authority's Representative immediately, giving the location and nature of the findings. Written confirmation of the evidence, location and nature of the findings shall be forwarded to Sites Authority's Representative within two (2) Days. CMAR shall immediately cease all construction activities in the immediate area of the discovery to the extent necessary to protect the endangered plant or animal. If directed by Sites Authority, CMAR will refrain from working in the immediate area, suspend the Work in its entirety, or alter its performance to ensure full compliance with all Applicable Laws. Any Sites Authority directed changes to the Work as a result of a siting will be pursuant to the Contract Documents. Any costs or delays incurred by Sites Authority or CMAR due to unreasonable or false notification of an endangered plant or animal will be borne by CMAR.

4. Cultural Resources. If, in the performance of the Work, CMAR should unearth cultural resources (for example, human remains, animal bones, stone tools,

artifacts and/or midden deposits) through excavation, grading, watering or other means, CMAR shall notify the Sites Authority's Representative immediately, giving the location and nature of the findings. Written confirmation of the evidence, location and nature of the findings shall be forwarded to Sites Authority's Representative within two (2) Days. CMAR shall immediately cease all construction activities in the immediate area of the discovery to the extent necessary to protect the cultural resource. If directed by Sites Authority's Representative, CMAR will refrain from working in the immediate area, suspend the Work in its entirety, or re-sequence and/or alter its performance to ensure full compliance with all Applicable Laws. Should the presence of cultural resources be confirmed, CMAR will assist Sites Authority's Representative in the preparation and implementation of a data recovery plan. CMAR shall provide such cooperation and assistance as may be necessary to preserve the cultural resources for removal or other disposition. Any Sites Authority directed changes to the Work as a result of the cultural resource will be pursuant to the Contract Documents. Should CMAR, without permission, injure, destroy, excavate, appropriate, or remove any cultural resource on or adjacent to the Site, it will be subject to disciplinary action, arrest and penalty under Applicable Law. CMAR shall be principally responsible for all costs of mitigation and/or restoration of cultural resources related to the unauthorized actions identified above. CMAR shall be required to pay for unauthorized damage and mitigation costs to cultural resources (historical and archeological resources) as a result of unauthorized activities that damage cultural resources and shall indemnify Sites Authority pursuant to the Contract Documents.

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

C. Diversion of Recyclable Waste Material. In compliance with the applicable Sites Authority's waste reduction and recycling efforts, CMAR shall divert all recyclable waste materials to appropriate recycling centers as required for compliance with the local jurisdiction's waste diversion ordinances. CMAR will be required to submit weight tickets and written proof of diversion with its monthly progress payment requests. CMAR shall complete and execute any certification forms required by Sites Authority or other applicable agencies to document CMAR's compliance with these diversion requirements.

D. Air Pollution Control.

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1. General. CMAR shall comply with all air pollution control rules, regulations, ordinances and statutes. All containers of paint, thinner, curing compound, solvent or liquid asphalt shall be labeled to indicate that the contents fully comply with the applicable material requirements.

2. Air Rules. Without limiting the foregoing, CMAR must fully comply with all Applicable Laws in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the Air Quality Management District with jurisdiction over the Project and/or California Air Resources Board ("CARB"). CMAR shall specifically be aware of the application of these limits and requirements to "portable equipment", which definition includes any item of equipment with a fuel-powered engine.

3. CARB Regulations. To the extent applicable, CMAR, shall comply, and shall ensure all Subcontractors comply, with all requirements of CARB including, without limitation, all applicable terms of Title 13, California Code of Regulations Division 3, Chapter 9 and all pending amendments ("CARB Regulation"). Throughout Project, and for three (3) years thereafter, CMAR shall make available for inspection and copying any and all documents or information associated with CMAR's and Subcontractors' fleet including, without limitation, the certificate of reported compliance, fuel/refueling records, maintenance records, emissions records, and any other information CMAR is required to produce, keep or maintain pursuant to the CARB Regulation upon two (2) Days' notice from Sites Authority. CMAR shall be solely liable for any and all costs associated with complying with the CARB Regulation as well as for any and all penalties, fines, damages, or costs associated with any and all violations, or failures to comply with the CARB Regulation. CMAR shall defend, indemnify and hold harmless Sites Authority, its officials, officers, employees and authorized volunteers free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the CARB Regulation.

E. Dust Control. CMAR, at its expense, shall maintain all excavations, embankments, haul roads, permanent access roads, plant sites, waste disposal areas, borrow areas, and all other work areas free from dust per the Contract Documents, including, but not limited, to any Project permits addressing dust. Industry accepted methods of dust control suitable for the area involved, such as sprinkling, chemical treatment, light bituminous treatment or similar methods, will be permitted.

F. Greenhouse Gas Emissions. Sites Authority has committed to a "net zero" threshold for greenhouse emissions over the life of the Sites Reservoir Project. To the extent possible, CMAR will minimize emissions resulting from the Project.

5.9 Labor Requirements.

A. Prevailing Rates of Wages.

1. Prevailing Wage Laws. CMAR is aware of the requirements of Labor Code sections 1720 *et seq.* and 1770 *et seq.*, as well as California Code of Regulations, Title 8, Section 16000 *et seq.* ("Prevailing Wage Laws"), which

require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Since this Project involves an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is $1,000 or more, CMAR agrees to fully comply with such Prevailing Wage Laws. CMAR shall obtain a copy of the prevailing rates of per diem wages at the commencement of this Contract from the website of the Division of Labor Statistics and Research of the Department of Industrial Relations ("DIR") located at www.dir.ca.gov. In the alternative, CMAR may view a copy of the prevailing rate of per diem wages which are on file at Sites Authority's office and shall be made available to interested parties upon request. CMAR shall make copies of the prevailing rates of per diem wages for each craft, classification, or type of worker needed to perform work on the Project available to interested parties upon request, and shall post copies at CMAR's principal place of business and at the Site. CMAR shall post, at appropriate conspicuous points on the Site, a schedule showing all determined general prevailing wage rates and all authorized deductions, if any, from unpaid wages actually earned. CMAR shall defend, indemnify and hold Sites Authority, its officials, officers, employees and authorized volunteers free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or allege failure to comply with the Prevailing Wage Laws.

2. Penalties. CMAR shall forfeit as a penalty to Sites Authority not more than Two Hundred Dollars ($200.00), pursuant to Labor Code section 1775, for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate as determined by the director of the DIR for such work or craft in which such worker is employed for any public work done under the Contract by it or by any Subcontractor under it. The difference between such prevailing wage rate and the amount paid to each worker for each calendar day or portion thereof, for which each worker was paid less than the prevailing wage rate, shall be paid to each worker by CMAR.

3. Davis-Bacon. If the Contract is subject to the Davis-Bacon Act, the federal minimum wage rates for this Project are predetermined by the United States Secretary of Labor. These rates are available directly from the Department of Labor at http://www.wdol.gov and included in the Contract Documents. If there is a difference between the minimum wage rates predetermined by the Secretary of Labor and the general prevailing wage rates determined by the director of the DIR for similar classifications of labor, CMAR and its Subcontractors shall pay not less than the higher wage rate.

B. Public Works Contractor Registration. Pursuant to Labor Code sections 1725.5 and 1771.1, CMAR and its Subcontractors must be registered with the DIR prior to the execution of a contract to perform public works. By entering into the Contract, CMAR represents that it is aware of the registration requirement and is currently registered with the DIR. CMAR shall maintain a current registration for the duration of the Project. CMAR shall further include the requirements of Labor Code sections 1725.5 and 1771.1 in any subcontract and ensure that all Subcontractors are registered at the time the subcontract is entered into and maintain registration for the duration of the Project.

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C. Employment of Apprentices. CMAR and all Subcontractors shall comply with the requirements of Labor Code sections 1777.5 and 1777.6 in the employment of apprentices. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices. Knowing violations of Labor Code section 1777.5 will result in forfeiture not to exceed one hundred dollars ($100.00) for each calendar day of non-compliance pursuant to Labor Code section 1777.7.

D. Hours of Work. As provided in Article 3 (commencing at section 1810), Chapter 1, Part 7, Division 2 of the Labor Code, CMAR stipulates that eight (8) hours of labor shall constitute a legal day's work. The time of service of any worker employed at any time by CMAR or by any Subcontractor under the Contract upon the Work or upon any part of the Project contemplated by the Contract is limited and restricted to eight (8) hours during any one calendar day and 40 hours during any one calendar week, except as hereinafter provided. Notwithstanding the provisions herein above set forth, Services performed by employees of CMAR in excess of eight (8) hours per day, and 40 hours during any one week, shall be permitted upon this public work upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half times the basic rate of pay. CMAR and every Subcontractor shall keep an accurate record showing the name of and actual hours worked each calendar day and each calendar week by each worker employed in connection with the Services or any part of the Services contemplated by this Contract. The record shall be kept open at all reasonable hours to the inspection of Sites Authority and to the Division of Labor Law Enforcement, Department of Industrial Relations of the State of California. CMAR shall pay to Sites Authority a penalty of twenty-five dollars ($25.00) for each worker employed in the execution of the Contract by CMAR or by any Subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any calendar day and 40 hours in any one calendar week in violation of the provisions of Article 3 (commencing at section 1810), Chapter 1, Part 7, Division 2 of the Labor Code.

E. Payroll Records; Labor Compliance.

1. Maintaining Records. Pursuant to Labor Code section 1776, CMAR and all Subcontractors shall maintain weekly certified payroll records, showing the names, addresses, Social Security numbers, work classifications, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by them in connection with the Services under the Contract. CMAR shall certify under penalty of perjury that records maintained and submitted by CMAR are true and accurate. CMAR shall also require Subcontractor(s) to certify weekly payroll records under penalty of perjury.

2. Furnishing Records. In accordance with Labor Code section 1771.4, CMAR and each Subcontractor shall furnish the certified payroll records directly to the DIR on the specified interval and format prescribed by the DIR, which may include

DRAFT

electronic submission. CMAR shall comply with all requirements and regulations from the DIR relating to labor compliance monitoring and enforcement.

3. Stop Orders. Any stop orders issued by the DIR against CMAR or any Subcontractor that affect CMAR's performance of Services, including any delay, shall be CMAR's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered CMAR caused delay subject to any applicable liquidated damages and shall not be compensable by Sites Authority. CMAR shall defend, indemnify and hold Sites Authority, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the DIR against CMAR or any Subcontractor.

4. Certifying Records. The payroll records described herein shall be certified and submitted by CMAR at a time designated by Sites Authority. CMAR shall also provide the following:

   a. A certified copy of the employee's payroll records shall be made available for inspection or furnished to such employee or his or her authorized representative on request.

   b. A certified copy of all payroll records described herein shall be made available for inspection or furnished upon request of the DIR.

5. Form of Records. Unless submitted electronically, the certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement ("DLSE") of the DIR or shall contain the same information as the forms provided by the DLSE.

6. Copies of Records. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency, Sites Authority, the Division of Apprenticeship Standards or the DLSE shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address and social security number. The name and address of CMAR awarded the Contract or performing Services on the Contract shall not be marked or obliterated.

7. Noncompliance. In the event of noncompliance with the requirements of this Article, CMAR shall have ten (10) Days in which to comply subsequent to receipt of written notice specifying in what respects CMAR must comply with this Article. Should noncompliance still be evident after such 10-Day period, CMAR shall pay a penalty of one hundred dollars ($100.00) to Sites Authority for each Day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the DLSE, such penalties shall be withheld from progress payment then due.

F. Nondiscrimination/Equal Employment Opportunity. Pursuant to Labor Code section 1735 and other Applicable Law, CMAR and its Subcontractors shall not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, or any other classifications protected by law on this Project. CMAR will take affirmative action to insure that

DRAFT

employees are treated during employment or training without regard to their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, or any other classifications protected by law.

G. Debarment of Contractors and Subcontractors. Contractors or Subcontractors may not perform work on a public works project who are ineligible to perform work pursuant to Labor Code section 1777.1 or 1777.7. Any contract on a public works project entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract. Any public money that is paid, or may have been paid to a debarred Subcontractor by CMAR on the Project shall be returned to Sites Authority. CMAR shall be responsible for the payment of wages to workers of a debarred Subcontractor who has been allowed to work on the Project.

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ARTICLE 6~~ARTICLE 6~~
- SUBMITTALS; SHOP DRAWINGS

6.1 Submittals.

A. Schedule of Submittals. Within five (5) Days after the Notice to Proceed for each Reservoir Work Package (unless otherwise specified in the Contract Documents), CMAR will prepare and deliver a Schedule of Submittals to Sites Authority that has been fully integrated with the CPM Schedule for that Reservoir Work Package and identifies each Submittal required by the Contract Documents as well as the date on which CMAR will deliver each Submittal to Sites Authority. Each Submittal must be delivered to Sites Authority at least thirty (30) Days prior to the date the material or equipment is scheduled to be incorporated into the Work. All submittals shall be prepared by CMAR and delivered to Sites Authority through a document management system designated by Sites Authority. CMAR is responsible for any schedule delays resulting from the Submittal process.

B. Submittal Procedures.

1. Procedures. Except as otherwise specifically stated in the Contract Documents, CMAR will abide by the following procedures for each Submittal, Shop Drawing and Sample required by the Contract Documents:

   a. Submittals must be transmitted electronically.

   b. Transmittals will be sequentially numbered. CMAR to mark revised Submittals with original number and sequential alphabetic suffix.

   c. Each Submittal will identify the Project, CMAR, Subcontractor and Supplier, pertinent Drawing and detail number, and Specification section number appropriate to Submittal.

   d. By transmitting a Submittal, CMAR certifies it has reviewed and approved each Submittal, verified products required, field dimensions, adjacent construction work, and that coordination of information is according to requirements of the Work and Contract Documents.

   e. Identify variations in Contract Documents and product or system limitations that may differ and/or be detrimental to successful performance of a completed Work.

   f. When Submittal is returned to CMAR with comments for revision, CMAR shall promptly address the Sites Authority's Representative's comments and resubmit. CMAR shall identify changes made since previous submission. Delays resulting from incorrect submittals are not the responsibility of Sites Authority.

   g. Sites Authority's review of Shop Drawings shall not relieve CMAR from responsibility for deviations from the Contract Documents unless CMAR has,

DRAFT

in writing, called Sites Authority's attention to such deviations at time of submission and Sites Authority has taken no exception to the deviation. Sites Authority's review of Shop Drawings shall not relieve CMAR from responsibility for errors in Shop Drawings.

h. Submittals not required by the Contract Documents or requested by Sites Authority will not be acknowledged or processed.

i. Incomplete Submittals will not be reviewed by Sites Authority and returned to CMAR. Delays resulting from incomplete Submittals are not the responsibility of Sites Authority.

j. CMAR shall not be entitled to an increase of the RGMP or any extension of the Contract Time as a result of the Submittal process.

k. CMAR shall allow a minimum of 20 Days for review of Submittals unless otherwise specified in the Contract Documents.

2. Early Work. Where a Submittal, Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Sites Authority review and acceptance of the pertinent submittal will be performed at the risk and sole expense and responsibility of CMAR.

C. Schedule Milestone for Submittals. CMAR must submit all Submittals required by the Contract Documents in accordance with the Schedule of Submittals. If CMAR fails to submit the Submittals in accordance with the Schedule of Submittals, CMAR will be solely liable for any delays or impacts caused by the delayed Submittal, whether direct or indirect. CMAR will be liable for the time calculated from the date the Submittal is due until the date a compliant Submittal is made. A compliant Submittal will be one that is complete and satisfies the requirements of the Contract Documents.

6.2 Shop Drawings and Sample Submittal Procedures.

A. Prerequisites. Except as otherwise specifically stated in the Contract Documents, CMAR will abide by the following procedures for Shop Drawings and Samples. Before submitting each Shop Drawing or Sample, CMAR shall have:

1. Reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;

2. Determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

3. Determined and verified the suitability of all materials offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and

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4. Determined and verified all information relative to CMAR's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.

B. Variations. With each Submittal, CMAR shall give Sites Authority specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop Drawings or Sample Submittal and, in addition, a specific notation made on each Shop Drawing or Sample submitted to Sites Authority for review and approval of each such variation.

C. Shop Drawings.

1. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Sites Authority the services, materials, and equipment CMAR proposes to provide and to enable Sites Authority to review the information for assessing conformance with information given and design concept expressed in Contract Documents.

2. When required by individual Specification sections, provide Shop Drawings signed and sealed by a professional engineer responsible for designing components shown on Shop Drawings. Shop Drawings must include signed and sealed calculations to support design in a form suitable for submission to and approval by Governmental Bodies having jurisdiction over the Project.

3. Shop Drawings for steel structures shall consist of shop details, erection and other working drawings showing details, dimensions, sizes of members and other information necessary for the complete fabrication and erection of the metal work.

4. Shop Drawings of concrete structures shall consist of such detailed drawings as may reasonably be required for the successful prosecution of the Work and which are not included in the Drawings furnished by the Sites Authority's Representative. These may include drawings for false work, bracing, centering and form work, masonry layout diagrams, and diagrams for bent reinforcement.

5. CMAR shall make revisions and provide additional information when required by Governmental Bodies having jurisdiction over the Project.

D. Samples. Clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as required to enable Sites Authority to review the submittal for assessing conformance with information given and design concept expressed in Contract Documents. Samples should be of appropriate size and detail to assess functional, aesthetic, color, texture, patterns and finish selection.

E. Sites Authority's Review. Sites Authority will review Shop Drawings and Samples in accordance with the Schedule of Submittals. Sites Authority's review and acceptance will be only to determine if the items covered by the Submittals will, after installation or incorporation in the Work, conform to the information given in the

DRAFT

Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Sites Authority review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions. Sites Authority's review and acceptance shall not relieve CMAR from responsibility for any variation from the requirements of the Contract Documents unless Sites Authority has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample.

F. Resubmittal Procedures. CMAR shall make corrections required by Sites Authority and shall return corrected Shop Drawings and submit, as required, new Samples for review and approval. CMAR shall direct specific attention in writing to revisions other than the corrections called for by Sites Authority on previous Submittals.

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ARTICLE 7~~ARTICLE 7~~
- MATERIALS; EQUIPMENT

7.1 Materials, Equipment.

A. New Materials, Equipment. Unless otherwise specified, all materials, parts, and equipment furnished by CMAR in the Work shall be new, the best of their respective kinds and grades as noted and/or specified, and workmanship shall be of good quality. No materials, supplies, or equipment for Construction Services under this Contract shall be purchased subject to any chattel mortgage or under a conditional sale or other agreement by which an interest therein or in any part thereof is retained by the seller or Supplier. CMAR warrants good title to all material, supplies, and equipment installed or incorporated in the Work and agrees upon completion of all work to deliver the Project, to Sites Authority free from any claims, liens, or charges.

B. Necessary Materials, Equipment. Except as otherwise specifically stated in the Contract Documents, CMAR shall provide and pay for all materials, labor, tools, equipment, water, lights, power, transportation, superintendence, temporary constructions of every nature, and all other services and facilities whatsoever necessary to execute and complete this Project within the Contract Time. Materials shall be furnished in ample quantities and at such times as to ensure uninterrupted progress of the Construction Services and shall be stored properly and protected as required by the Contract Documents. CMAR shall be entirely responsible for damage or loss by weather or other causes to materials or Work. Materials shall be stored on the Site in such manner so as not to interfere with any operations of Sites Authority or any separate contractor.

C. Verifications of Needed Materials, Equipment. CMAR shall verify all measurements, dimensions, elevations, and quantities before ordering any materials or equipment or performing any Work, and Sites Authority shall not be liable for CMAR's failure to so. No additional compensation will be allowed because of differences between actual measurements, dimension, elevations and quantities and those indicated on the Design Documents.

D. Materials and Equipment Provided by Sites Authority. If applicable and upon written request of CMAR, any materials or equipment furnished by Sites Authority shall be available to CMAR within a reasonable time at the points designated in the Contract Documents. The cost of handling, including loading and unloading, transport, storing, and placing all materials or equipment after they are made available to CMAR shall be considered as included in the RGMP. CMAR shall be responsible for all material or equipment furnished to CMAR, and deductions will be made from any monies due to CMAR to make good any shortages, damages and deficiencies, from any cause whatsoever, which may occur after materials or equipment are provided.

E. Storage of Materials, Equipment. CMAR may request payment for materials and equipment not incorporated in the Work, but properly stored at the Site or at another location. Such request must be writing, accompanied by a bill of sale, paid invoice or other documentation warranting that CMAR has received the materials and equipment free and clear of all charges, security interests and encumbrances, and include evidence that the materials and equipment are covered by appropriate

property insurance and other arrangements to protect Sites Authority's interest therein, including security and transportation to the Site. Sites Authority has the sole discretion whether or not to approves the request. If Sites Authority approves the request, payment may be requested on the next application for payment. No payment will be made for perishable materials that could be rendered useless because of long storage periods.

7.2 Test and Inspections of Work.

A. Inspection of Work.

1. Inspection Notifications, Costs. If the Contract Documents, the Sites Authority's Representative, Applicable Law, or Governmental Body requires any part of the Work to be tested or approved by Sites Authority, CMAR shall provide the Sites Authority's Representative at least two (2) Days' notice of its readiness for observation or inspection. If inspection is by a Governmental Body other than Sites Authority, CMAR shall provide proper notice as required by the Governmental Body and promptly inform Sites Authority of the date fixed for such inspection. Required certificates of inspection (or similar) shall be secured by CMAR. Costs for Sites Authority testing and inspection shall be paid by Sites Authority. Costs for any testing and inspection not performed by Sites Authority shall be included in the RGMP. Costs of tests for Work found not to be in compliance shall be paid by CMAR.

2. Inspection Hours. If CMAR gives notice of an inspection pursuant to the Contract Documents, Sites Authority will provide inspection during normal working hours, Monday through Friday, 24 hours a day. For inspections on Saturdays, Sundays, or Holidays, CMAR shall first, pursuant to procedures in the Contract Documents, receive authorization in writing from Sites Authority to work outside normal working hours.

3. Extra Costs. CMAR shall pay for the cost of any minimum "show up" costs of a materials testing technician that was called for by CMAR but ultimately the Work was not ready for the inspection. Any such costs shall be deducted from any amounts due to CMAR. If any Work is done or covered up without the required inspection, testing or approval, CMAR shall uncover or deconstruct the Work, and the Work shall be redone, after completion of the testing, at CMAR's expense in compliance with the Contract Documents.

4. Independent Laboratory. Where inspection or testing is conducted by an independent laboratory or agency, materials or samples of materials to be inspected or tested shall be selected by such laboratory or agency, or by Sites Authority's Representative, and not by CMAR. Unless otherwise stated and as provided by the Contract Documents, Sites Authority shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents. All tests or inspections of materials shall be made in accordance with the commonly recognized standards of national organizations.

5. Reexamination of Work. Reexamination of Work may be ordered by Sites Authority. If so ordered, Work must be uncovered or deconstructed by CMAR. If

DRAFT

Work is found to be in accordance with the Contract Documents, Sites Authority shall pay the costs of reexamination and reconstruction. If such work is found not to be in accordance with the Contract Documents, CMAR shall pay all costs.

B. Testing of Materials.

1. Manufactured Materials. In advance of manufacture of materials to be supplied by CMAR which must be tested or inspected, CMAR shall notify Sites Authority so that Sites Authority may arrange for testing at the source of supply. Any materials which have not satisfactorily passed such testing and inspection shall not be incorporated into the Work. If the manufacture of materials to be inspected or tested will occur in a plant or location greater than sixty (60) miles from Sites Authority, CMAR shall pay for and include in each RGMP any excessive or unusual costs associated with such testing or inspection, including but not limited to excessive travel time, standby time and required lodging.

2. Testing. Unless otherwise specified in the Contract Documents, all initial testing and a reasonable amount of retesting will be performed under the direction of the Sites Authority's Representative, and at no expense to CMAR. CMAR shall notify the Sites Authority's Representative in writing, at least 15 Days in advance, of its intention to use materials for which tests are specified, to allow sufficient time to perform the tests. The notice shall name the proposed Supplier and source of material. If the notice of intent to use is sent before the materials are available for testing or inspection, or is sent so far in advance that the materials on hand at the time will not last but will be replaced by a new lot prior to use on the Work, it will be CMAR's responsibility to re-notify the Sites Authority's Representative when samples which are representative of the material may be obtained.

3. Certificate of Compliance. A certificate of compliance shall be furnished to the Sites Authority's Representative prior to the use of any material or assembled material for which these Contract Documents so require or if so required by the Sites Authority's Representative. The Sites Authority's Representative may waive the materials testing requirements and accept a certificate of compliance. Sites Authority's Representative may require CMAR to include material test data with the Submittal. Materials used on the basis of a certificate of compliance may be sampled and tested at any time by Sites Authority. The submission of a certificate of compliance shall not relieve CMAR of responsibility for incorporating material into the Work which conforms to the requirements of the Contract Documents, and any material not conforming to the requirements will be subject to rejection by the Sites Authority's Representative whether in place or not. Copies of mill certificates of composition and quality of all component materials (e.g., reinforcing steel, structural steel, lumber, etc.) incorporated in the construction of the Work shall be provided to Sites Authority at the time of delivery. Sites Authority shall retain the right to reject any raw material not provided with a mill certificate at the time of delivery.

4. Unacceptable Material. If, after incorporating such materials into the Work, it is found that sources of supply that have been approved do not furnish a uniform product, or if the product from any source proves unacceptable at any time, CMAR shall remove such material and furnish approved material from other

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approved sources. If any product proves unacceptable after improper storage, handling or for any other reason it shall be rejected, not incorporated into the Work, and shall be removed from the Site all at CMAR's expense.

7.3 Requests for Substitutions.

A. Substitution. For the purposes of this provision, the term "substitution" shall mean the substitution of any material, method or service substantially equal to or better in every respect to that indicated in the Contract Documents or otherwise referenced herein. Unless specifically designated in the Contract Documents, whenever any material, process, or article is indicated or specified by grade, patent, or proprietary name or by name of manufacturer, such specifications shall be deemed to be used for the purpose of facilitating the description of the material, process, or article desired and shall be deemed to be followed by the words "or equal." CMAR may, unless otherwise stated, offer for substitution any material, process, or article which may be substantially equal to or better in every respect to that so indicated or specified in the Contract Documents. Sites Authority has adopted uniform standards for certain materials, processes, and articles.

B. Substitution Request. CMAR shall submit substitution requests, together with substantiating data, for substitution of any "or equal" material, process, or article subsequent to a Reservoir Work Package Amendment. Provisions regarding submission of substitution requests shall not in any way authorize an extension of time for the performance of this Contract. If a substitution request is rejected by Sites Authority, CMAR shall provide the material, method or service specified in the Contract Documents. Sites Authority shall not be responsible for any costs incurred by CMAR associated with substitution requests. The burden of proof as to the equality of any material, process, or article shall rest with CMAR. Sites Authority's Representative has the complete and sole discretion to determine if a material, process, or article is substantially equal to or better than that specified and to approve or reject all substitution requests.

C. Data. Substantiating data as described above shall include, at a minimum, the following information:

1. A signed affidavit from CMAR stating that the material, process, or article proposed as a substitution is substantially equal to or better than that specified in every way except as may be listed on the affidavit.

2. Illustrations, specifications, catalog cut sheets, and any other relevant data required to prove that the material, process, or article is substantially equal to or better than that specified.

3. A statement of the cost implications of the substitution being requested, indicating whether and why the proposed substitution will reduce or increase the amount of the RGMP.

4. Information detailing the durability and lifecycle costs of the proposed substitution.

DRAFT

D. Costs. Failure to submit all the required substantiating data detailed in this Article in a timely manner so that the substitution request can be adequately reviewed may result in rejection of the substitution request. Sites Authority's Representative is not obligated to review multiple submittals related to the same substitution request resulting from CMAR's failure to initially submit a complete package. Time limitations within this Article shall be strictly complied with and in no case will an extension of Contract Time be granted because of CMAR's failure to provide substitution requests at the time and in the manner described in this Article. CMAR shall bear the costs of all Sites Authority work associated with the review of substitution requests. If substitution requests approved by Sites Authority's Representative require that CMAR furnish materials, methods or services more expensive than that specified, the increased costs shall be borne by CMAR.

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ARTICLE 8~~ARTICLE 8~~ - PROJECT SITE

8.1 Use of Project Site.

A. CMAR Laydown Areas, Field Office. Laydown and staging areas for construction materials and equipment required for the Work and CMAR's field office shall be located on the Site or at other locations approved by Sites Authority. The locations at the Site shall be identified in a Reservoir Work Package Amendment or the Specifications.

B. Sites Authority Field Office. If specified in a Reservoir Work Package Amendment or the Specifications, CMAR shall provide and maintain an on-site field office and bathroom for the exclusive use of Sites Authority. The field office shall be completely equipped, fully functional, and ready for use within ten (10) Days of the commencement date for the Reservoir Work Package stated in the Notice to Proceed and must be maintained for the duration of the entire Project. The locations at the Site shall be identified in a Reservoir Work Package Amendment or the Specifications.

C. Limitation of Use of Site and Other Areas. Rights-of-way, easements, or rights-of-entry for the Project will be provided as shown in the Design Documents or the Contract Documents. Unless otherwise specified in the Contract Documents, CMAR shall make arrangements, pay for, and assume all responsibility for acquiring, using, and disposing of additional work areas and facilities temporarily required for the Project. CMAR shall indemnify, defend and hold Sites Authority harmless from all claims for damages caused by such actions. CMAR shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Sites Authority and Applicable Laws, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. CMAR shall not use the Site for anything not directly related to constructing the Work, including, but not limited to, housing employees and other non-Work activities. CMAR shall assume full responsibility for any damage to any such land or area, or to Sites Authority or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.

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

DRAFT

E. Utility Usage. All temporary utilities, including but not limited to electricity, water, gas, and telephone, used for the Project shall be furnished and paid for by CMAR. CMAR shall provide necessary temporary distribution systems, including meters, if necessary, from distribution points to points where the utility is needed. Upon completion of the Project or any applicable Reservoir Work Package, CMAR shall remove all temporary distribution systems. CMAR shall provide necessary and adequate utilities and pay all costs for water, electricity, gas, oil, and sewer charges required for completion of the Project, including but not limited to startup and testing required in the Contract Documents. All permanent meters installed shall be listed in CMAR's name until the Project is accepted. For Work to be performed in existing Sites Authority facilities, CMAR may use Sites Authority's existing utilities, provided such use is reasonable under the circumstances. If CMAR uses Sites Authority utilities, it will not need to compensate Sites Authority for reasonably consumption of utilities, but CMAR will be responsible for any excessive, unreasonable or wasteful utility usage.

F. Site Maintenance. During the progress of the Work, CMAR shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris including without limitation before the end of each shift. Removal and disposal of such waste materials, rubbish, and other debris shall conform to Applicable Laws. CMAR shall furnish trash bins for all debris from construction. All debris shall be placed in trash bins daily. Forms and false-work that are to be re-used shall be stacked neatly concurrently with their removal. Forms and false-work that are not to be re-used shall be disposed of concurrently with their removal.

G. Cleaning. Prior to completion of the Project or a Reservoir Work Package, CMAR shall clean the Site and make it ready for utilization by Sites Authority. At the completion of the Project or a Reservoir Work Package CMAR shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

H. Work Hours. Work may be performed at the Site Monday through Friday, 24 hours a day and shall be considered normal working hours. For Work performed on Saturdays, Sundays, or Holidays, CMAR shall request authorization in writing from Sites Authority at least 72 hours prior to the requested date of work. Approval from Sites Authority to work outside normal working hours shall be at its sole discretion.

I. Parking. CMAR shall be responsible for the parking of any and all vehicles belonging to its employees or employees of its Subcontractors in a legal manner at no additional expense or inconvenience to the Sites Authority or the local community.

8.2 Preservation and Restoration of Property.

A. Document Site. With the latest technology and prior to Construction Services, CMAR shall digitally record video and take photographs of the Site and adjacent improvements in a manner and quality that clearly depicts the existing condition of the Site and adjacent improvements immediately prior to the start of work. CMAR shall submit the video and photos in a manner specified by Sites Authority.

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B. Responsible for Damage. CMAR shall be responsible for all damages to persons or property that occur as a result of the Work. CMAR shall be responsible for the proper care and protection of all materials delivered and Work performed until completion and final acceptance by Sites Authority. All Work shall be solely at CMAR's risk. CMAR shall be responsible for the preservation of public and private property including along and adjacent to the Site. CMAR shall adequately protect adjacent property from settlement or loss of lateral support as necessary. CMAR shall take every precaution necessary to prevent damage to pipes, conduits, and other underground structures and shall protect carefully from disturbance or damage all land, survey monuments, and property markers. When or where any direct or indirect damage is done to Sites Authority's, or adjacent, property by or on account of any act, omission, neglect, or misconduct in the performance of Work or in consequence of the non-performance thereof on the part of CMAR, CMAR shall restore, at CMAR's own expense, such property to a condition equal to that existing before such damage was done by repairing, rebuilding, or otherwise restoring same, or CMAR will make good such damage in an acceptable manner.

C. Protection of Site. CMAR shall comply with all Applicable Laws to prevent accidents or injury to persons on, about, or adjacent to the Project site where Work is being performed. CMAR shall erect and properly maintain at all times, as required by field conditions and progress of work, all necessary safeguards, signs, barriers, lights, and watchmen for protection of workers and the public, and shall post danger signs warning against hazards created in the course of construction. CMAR shall provide such heat, covering, and enclosures as are necessary to protect all Work, materials, equipment, appliances, and tools against damage by weather conditions. CMAR shall:

1. Enclose the working area with a substantial barricade, and arrange work to cause minimum amount of inconvenience and danger to the public.

2. Provide substantial barricades around any shrubs or trees indicated to be preserved.

3. Deliver materials to the Site over a route designated by Sites Authority.

4. Confine CMAR's apparatus, the storage of materials, and the operations of its workers to limits required by law, ordinances, permits, or directions of Sites Authority. CMAR shall not unreasonably encumber the Site with its materials.

5. Take care to prevent disturbing or covering any survey markers, monuments, or other devices marking property boundaries or corners. If such markers are disturbed by accident, they shall be replaced by a civil engineer or land surveyor acceptable to Sites Authority, at no cost to Sites Authority.

6. Ensure that existing facilities, fences and other structures are all adequately protected and that, upon completion of all Work, all facilities that may have been damaged are restored to a condition acceptable to Sites Authority.

7. Preserve and protect from injury all buildings, pole lines and all directional, warning and mileage signs that have been placed within the right-of-way.

8. At the completion of work each day, leave the Work and the Site in a clean, safe condition.

9. Comply with any stage construction and/or traffic handling plans. Access to residences and businesses shall be maintained at all times, except with Sites Authority's written approval. Any request for approval to reduce or restrict access to residences and business must be submitted to Sites Authority at least thirty (30) Days in advance, and Sites Authority may issue or withhold approval in its sole discretion.

D. Continuous Protection of Site. These precautionary measures apply continuously and are not be limited to normal working hours. Full compensation for the work involved in the protection and preservation of life, safety and property as above specified shall be considered as included in the RGMP, and no additional allowance will be made therefor.

E. Notification of Damage. Should damage to persons or property occur as a result of the Work, CMAR shall promptly notify Sites Authority in writing. CMAR shall be responsible for proper investigation and documentation, including video or photography, to adequately memorialize and make a record of what transpired. Sites Authority shall be entitled to inspect and copy any such documentation, video, or photographs. If CMAR fails to respond to written demand for the repair of damage to property within twenty-four (24) hours of such notification, Sites Authority reserves the right to repair the damage. Repairs made by Sites Authority on CMAR's behalf shall be reimbursed by CMAR to Sites Authority or said costs of repairs may be deducted from amounts owed to CMAR.

8.3 Conditions at Project Site.

A. Reports and Drawings. Sites Authority has provided to CMAR those reports known to Sites Authority of explorations and tests of subsurface conditions at or contiguous to the Site; and those drawings known to Sites Authority of physical conditions relating to existing surface or subsurface structures at the Site, including, among other things, Underground Facilities.

B. Verification of Reports and Drawings. As part of the Preconstruction Services and in its capacity as a construction manager, CMAR shall independently verify and confirm the accuracy, completeness, and sufficiency of any documents furnished by Sites Authority, and shall promptly report in writing to Sites Authority any error, omission, or insufficiency in such documents that CMAR discovers.

C. Unverified Reports and Drawings. For "technical data" in reports and drawings provided to CMAR, but not verified during the Preconstruction Phase, CMAR may rely upon the accuracy of the "technical data" contained in such reports and drawings, which were expressly not created or obtained to evaluate or assist in the evaluation of constructability, and are not Contract Documents.

D. Interpretation of Reports and Drawings. CMAR shall make its own interpretation of the "technical data" in the reports and drawings and shall be solely responsible for any such interpretations. Except for reliance on the accuracy of such "technical data," CMAR may not rely upon or make any claim against Sites Authority, Sites

Authority's Representative, or A/E of Record, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. The completeness of such reports and drawings for CMAR's purposes, including without limitation any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by CMAR, and safety precautions and programs incident thereto;

2. Other data, interpretations, opinions, conclusions and information contained in such reports or shown or indicated in such drawings; or

3. Any CMAR interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

8.4 Ownership of Site Materials Found.

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

8.5 Existence of Utilities at the Work Site.

A. Existing Utilities. The location of known existing utilities and pipelines are shown on the Design Documents in their approximate locations. However, nothing herein shall be deemed to require Sites Authority to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the Site can be inferred from the presence of other visible facilities, such as buildings, cleanouts, meter and junction boxes, on or adjacent to the Site. Sites Authority will assume the responsibility for the timely removal, relocation, or protection of existing main or trunk line utility facilities located on the Site if such utilities are not identified by Sites Authority in the Contract Documents, cannot reasonably be inferred from the presence of other visible facilities, or could not have identified by CMAR in its performance of its Preconstruction Services or other contractual responsibilities.

B. Utility Location.

1. Location. It shall be CMAR's responsibility to determine the exact location and depth of all utilities, including service connections, which CMAR believes may affect or be affected by CMAR's operations, by taking all reasonable steps necessary including, but not limited to, calling Underground Service Alert to locate utilities in accordance with the procedures described in Government Code 4216 *et seq*. CMAR shall not be entitled to additional compensation nor time

extensions for work necessary to avoid interferences nor for repair to damaged utilities if CMAR does not expose all such existing utilities as required by this Article. The locating of utilities shall be in conformance with Government Code section 4216 *et seq*. except for Sites Authority's utilities located on Sites Authority's property and not on public right-of-way.

2. Notification. Pursuant to Government Code section 4216.2, CMAR shall contact the appropriate regional notification center at least two (2) working days but not more than 14 Days before performing any excavation. The date of the notification shall not count as part of the two-working-day notice. Before notifying the appropriate regional notification center, CMAR shall delineate the area to be excavated. CMAR shall request that the utility owners conduct a utility survey and mark or otherwise indicate the location of their service. CMAR shall furnish to Sites Authority's Representative written documentation of its contact(s) with the regional notification center prior to commencing excavation at such locations.

3. Potholing. After the utility survey is completed, CMAR shall commence "potholing" or hand digging to determine the actual location of the pipe, duct, or conduit and in accordance with Government Code section 4216.4 if the excavation within the "tolerance zone" of a subsurface installation. A "subsurface installation" is defined in Government Code section 4216 (s) as "any underground pipeline, conduit, duct, wire, or other structure, except nonpressurized sewer lines, nonpressurized storm drains, or other nonpressurized drain lines." Sites Authority's Representative shall be given notice prior to commencing potholing operations. CMAR shall uncover all piping and conduits, to a point one (1) foot below the pipe, where crossings, interferences, or connections are shown on the Design Documents, prior to trenching or excavating for any pipe or structures, to determine actual elevations. New pipelines shall be laid to such grade as to clear all existing facilities, which are to remain in service for any period subsequent to the construction of the run of pipe involved.

4. High Priority Subsurface Installation. CMAR's attention is directed to the requirements of Government Code section 4216.2 (c) which provides: "When the excavation is proposed within 10 feet of a high priority subsurface installation, the operator of the high priority subsurface installation shall notify the excavator of the existence of the high priority subsurface installation to set up an onsite meeting prior to the legal excavation start date and time or at a mutually agreed upon time to determine actions or activities required to verify the location and prevent damage to the high priority subsurface installation. As part of the meeting, the excavator shall discuss with the operator the method and tools that will be used during the excavation and the information the operator will provide to assist in verifying the location of the subsurface installation. The excavator shall not begin excavating until after the completion of the onsite meeting." A "high priority subsurface installation" is defined in Government Code section 4216 (j) as "high-pressure natural gas pipelines with normal operating pressures greater than 415kPA gauge (60psig) or greater than six inches nominal pipe diameter, petroleum pipelines, pressurized sewage pipelines, high-voltage electric supply lines, conductors, or cables that have a potential to ground of greater than or equal to 60kv, or hazardous materials pipelines that are potentially hazardous to

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workers or the public if damaged." CMAR shall notify the Sites Authority's Representative in advance of this meeting.

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

D. Construction at Existing Utilities. Where the Work to be performed crosses or otherwise interferes with water, sewer, gas, or oil pipelines; buried cable; or other public or private utilities, CMAR shall perform construction in such a manner so that no damage will result to either public or private utilities. It shall be the responsibility of CMAR to determine the actual locations of, and make accommodates to maintain, all utilities. Before any utility is taken out of service, permission shall be obtained by CMAR from the owner. The owner, any impacted resident or business owner and Sites Authority will be advised of the nature and duration of the utility outage as well as CMAR's plan for providing temporary utilities if required by the owner. CMAR shall be liable for all damage which may result from its failure to maintain utilities during the progress of the Work, and CMAR shall indemnify Sites Authority as required by the Contract Documents from all claims arising out of or connected with damage to utilities encountered during construction; damages resulting from disruption of service; and injury to persons or damage to property resulting from the negligent, accidental, or intentional breaching of utilities.

8.6 Trenches.

A. Trenches Five Feet or More in Depth. CMAR shall submit to Sites Authority prior to Construction Services, a detailed plan showing the design of shoring, bracing, sloping or other provisions to be made for worker protection from hazards of caving ground during the excavation of any trench or trenches five feet or more in depth. If such plan varies from shoring system standards established by the Construction Safety Orders of the California Code of Regulations, Department of Industrial Relations, the plan shall be prepared by a California registered civil or structural engineer. The plan shall not be less effective than the shoring, bracing, sloping, or other provisions of the Construction Safety Orders, as defined in the California Code of Regulations. CMAR shall designate in writing the "competent person" as defined in Title 8, California Code of Regulations, who shall be present at the Site each day that trenching and excavation is in progress. The "competent person" shall prepare and provide daily trenching and excavation inspection reports to the Sites Authority's Representative. CMAR shall also submit a copy of its annual California Occupational Safety and Health Administration (Cal/OSHA) trench and excavation permit.

8.7 Differing Site Conditions.

A. Preconstruction Services and Differing Site Conditions. CMAR shall review all available information, including the Design Documents, and undertake all soils and other site conditions investigations required with respect to the Site during performance of the Preconstruction Services as required pursuant to the Contract Documents.

B. ~~A. If the Work involves excavating trenches or other excavations that extend deeper than four (4) feet below the surface,~~ CMAR shall as soon as reasonably practicable under the conditions, but in no case longer than three (3) Days~~,~~ and before the excavation is further disturbed, notify Sites Authority in writing of any of the following conditions:

1. Material that CMAR believes may be hazardous waste, as defined in section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law;

2. Subsurface or latent physical conditions at the Site differing from those indicated by information made available to CMAR prior to the applicable Reservoir Work Package Amendment; or

3. Unknown physical conditions at the Site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract.

C. The written notice from CMAR shall describe the specific condition encountered and demonstrate that a differing site condition exists, why CMAR could not reasonably have worked around the differing site condition, and how the differing site condition adversely impacted the applicable RGMP or Contract Time.

D. ~~B.~~ Sites Authority shall promptly investigate the conditions, and if it finds that the conditions do so materially differ, or do involve hazardous waste, and cause a decrease or increase in CMAR's cost of, or the time required for, performance of any part of the Work, shall issue a Change Order under the procedures described in these General Conditions.

E. ~~C.~~ In the event that a dispute arises between Sites Authority and CMAR as to whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in CMAR's cost of, or time required for, performance of any part of the Work, CMAR shall not be excused from any scheduled completion date provided for by the Contract, but shall proceed with all Work to be performed under the Contract. CMAR shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the Parties.

F. Notwithstanding anything in this Section 8.7, Sites Authority shall not compensate CMAR for additional costs or time for conditions of which CMAR had knowledge of as of an RGMP, including conditions that could reasonably have been known, discovered or revealed as a result of the examinations, investigations, explorations, tests or studies of the Site required to be performed by CMAR as part of the Preconstruction Services or that CMAR could have reasonably inferred based on its

experience and expertise unless CMAR could not have been aware of a particular condition at the Project Site despite diligent performance of its Preconstruction Services and other contractual responsibilities.

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8.8 Differing Site Conditions.

A. Preconstruction Services and Differing Site Conditions. CMAR shall review all available information, including the Design Documents, and undertake all soils and other site conditions investigations required with respect to the Site during performance of the Preconstruction Services as required pursuant to the Contract Documents.

B. Discovery of Differing Site Conditions.

1. If CMAR encounters a Differing Site Condition, CMAR shall within three (3) Days, and before the Differing Site Condition is further disturbed, notify Sites Authority in writing of the Differing Site Condition.

2. The written notice from CMAR shall describe the specific condition encountered and demonstrate that a differing site condition exists, why CMAR could not reasonably have worked around the differing site condition, and how the differing site condition adversely impacted the applicable RGMP or Contract Time.

3. Sites Authority shall promptly investigate the conditions and, if it finds that there is a Differing Site Condition that causes an increase in the applicable RGMP or Contract Time, shall issue a Change Order under the procedures described in these General Conditions.

4. In the event that a dispute arises between Sites Authority and CMAR as to whether there is a Differing Site Condition or whether it causes an increase in the applicable RGMP or Contract Time, CMAR shall not be excused from the applicable RGMP or Contract Time, but shall proceed with all Work to be performed under the Contract. CMAR shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the Parties.

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ARTICLE 9~~ARTICLE 9~~
- PROSECUTION OF THE WORK

9.1 Access to Work.

A. Sites Authority, A/E of Record, Sites Authority's Representative, their consultants and other representatives and personnel, independent testing laboratories, and Governmental Bodies with jurisdictional interests will have access to the Site and Project at reasonable times for their observation, inspection, and testing. CMAR shall provide them proper and safe conditions for such access and advise them of CMAR's safety procedures and programs.

9.2 Construction Quality ~~Assurance, Quality~~ Control.

A. Generally. CMAR shall have full responsibility for quality ~~assurance and quality~~ control for the Construction Services, including compliance with the Contract Documents. Without limiting any other requirement hereunder, CMAR shall perform quality control ~~inspection and testing services~~ to ensure compliance with the Contract Documents. Sampling and testing of materials, laboratory inspection of materials and processes for quality control purposes shall be performed in compliance with the Contract Documents. Sites Authority plans to perform quality assurance on the Project.

B. Quality Control Plan. CMAR shall prepare and submit to Sites Authority for review and approval a written Quality Control Plan that encompasses all requirements of the Contract Documents with regard to all quality control processes for the Construction Services. The Quality Control Plan shall identify CMAR's overall framework for implementation of its Quality Control programs across all aspects of the Work. CMAR shall submit the Quality Control Plan for Sites Authority's approval. Sites Authority's approval of the overall Quality Control Plan shall be a condition precedent to CMAR performing Construction Services. The Specifications provide more detail on what shall be included in the Quality Control Plan.

C. Internal Quality Control Audits. CMAR shall establish and maintain documented procedures for planning and implementing internal quality audits to verify whether quality activities and related results comply with planned arrangements and to determine the effectiveness of the quality system. Audits shall be conducted on a planned and scheduled basis, consistent with the importance of the activities being performed. CMAR's management personnel responsible for the relevant area shall take timely corrective action on deficiencies found during the audit. Sites Authority shall have the right to request and review the audit results. Follow-up audit activities shall verify and record the implementation and effectiveness of the corrective action taken. Sites Authority may require CMAR to perform follow-up audits at Sites Authority's sole discretion.

D. Review and Update of QC Plan. CMAR shall continuously review the performance of the Quality Control Plan to ensure its continuing suitability in satisfying the requirements of the Contract Documents. CMAR's reviews shall, at a minimum, review the results of internal audits, Sites Authority audit results, corrective actions

taken, trends in Defective Work, and time to resolution. Sites Authority may, in its sole discretion, participate in CMAR's reviews and may request data from the reviews. CMAR shall incorporate the findings and quality improvement recommendations of CMAR reviews into the Quality Control Plan.

9.3 CMAR's Performance of Services.

A. Means and Methods. CMAR is solely responsible for the means and methods utilized to perform Services. CMAR shall perform all Services in a skillful and workmanlike manner, and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. CMAR warrants that all employees and Subcontractors shall have sufficient skill and experience to perform the Services assigned to them. CMAR represents that it, its employees and Subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Contract. CMAR shall perform the Services in full compliance with all Applicable Laws and all Governmental Bodies having authority over the Project.

B. CMAR's Responsibility for Work. Responsibility for, and security of, all Work and materials related to CMAR's Work is the responsibility of CMAR until final acceptance of CMAR's Work by Sites Authority. Sites Authority shall not be held responsible for the care or protection of any material or parts of the Work prior to final acceptance. CMAR shall take every necessary precaution against injury or damage to any part thereof by the action of the elements or from any cause whether arising from the execution or non-execution of the Work and all loss or damage shall be borne by CMAR. CMAR shall rebuild, repair, restore and make good at its own expense all injuries or damages to any portion of the Work before its completion and acceptance. In the event of damage proximately caused by an Act of God, Sites Authority will pay for repair or restoration to damaged Work in excess of 5% of the total Reservoir Package GMP unless Sites Authority has required CMAR to obtain insurance to indemnify Sites Authority for any damage to the Project caused by an Act of God.

C. Layout and Field Engineering. CMAR shall utilize a properly licensed surveyor to perform all layout surveys required for the control and completion of the Work and all necessary surveys to compute quantities of Work performed.

9.4 Related Projects; Cooperation.

A. Generally. Sites Authority reserves the right to let other contracts in connection with this Work or at or adjacent to the Site. CMAR acknowledges that Sites Authority will be undertaking several other projects at and in the vicinity of the Site and, without limiting any other obligation under the Contract, agrees to reasonably coordinate the Construction Services (including making reasonable adjustments to its construction schedule and activities) to minimize conflicts with the work associated with such other projects in accordance with the Contract Documents.

B. Cooperation. CMAR shall ascertain to its own satisfaction the scope of the Project and nature of any other contracts that have been or may be awarded by Sites Authority in prosecution of the Project in the light of such other contracts, if any.

Nothing herein contained shall be interpreted as granting to CMAR exclusive occupancy of the Site. CMAR shall not cause any unnecessary hindrance or delay to any other contractor working at the Site. Sites Authority shall not be responsible for any damages suffered or for extra costs incurred by CMAR resulting directly or indirectly from award, performance, or attempted performance of any other contract or contracts on the Site.

C. Coordination Meetings. Sites Authority intends to have coordination meetings among Sites Authority, CMAR and the various separate contractors in an effort to manage the overall program associated with the work being performed at or in the vicinity of the Site and to avoid or mitigate cost and time impacts to the overall Sites Reservoir Project. CMAR agrees that it will attend and participate in these logistics meetings and shall cooperate with Sites Authority and the separate contractors to the extent reasonably necessary for the performance by such separate contractors of their work.

D. Equipment and Materials Storage at Site. CMAR shall afford Sites Authority and any separate contractors reasonable opportunity for the introduction and storage of their equipment and materials and the execution of their work at and in the vicinity of the Site. CMAR shall coordinate with Sites Authority and any separate contractors to store apparatus, materials, supplies and equipment in such orderly fashion at the Site as will not unduly interfere with the progress of the Construction Services, the work of Sites Authority or any separate contractor.

E. Interrelated Work. If part of the Work depends on proper execution of construction or operations by Sites Authority or a separate contractor, CMAR shall, prior to proceeding with that portion of the Work, inspect the other work and promptly report to Sites Authority any apparent discrepancies or defects in the other construction that would render it unsuitable for the proper execution of the Work. Failure of CMAR to report apparent discrepancies or defects in the other construction shall constitute acknowledgement that Sites Authority's or the separate contractor's completed or partially completed construction is fit and proper to receive the Work.

F. Disputes Associated with Separate Work. If simultaneous execution of any contract for the Project is likely to cause interference with performance of some other contract or contracts, Sites Authority shall decide which contractor shall cease work temporarily and which contractor shall continue or whether work can be coordinated so that contractors may proceed simultaneously.

9.5 Traffic Control.

A. Except for as otherwise provided for in the Contract Documents, traffic control plans, if required, shall be prepared by CMAR. Traffic control shall be performed by CMAR in accordance with the requirements of Sites Authority or the Governmental Body with jurisdiction over traffic control. Costs for traffic control plans, implementation of traffic control, or traffic signal services required by Sites Authority shall be included in the RGMP. All warning signs and safety devices used by CMAR to perform the Work shall conform to the requirements contained in the State of California, Department of Transportation's current edition of "Manual of Traffic Controls for Construction and Maintenance Work Zones" and to the requirements of the Governmental Body with jurisdiction over traffic control. CMAR shall be responsible

for all traffic control required by the Governmental Body having jurisdiction over the Project on the intersecting streets. CMAR must submit a traffic control plan to the Governmental Body having jurisdiction over the Project for approval prior to starting Work. CMAR's representative on the Site responsible for traffic control shall produce evidence that he or she has completed training acceptable to the California Department of Transportation for safety through construction zones. All of the streets in which the Work will occur shall remain open to traffic and one lane of traffic maintained at all times unless otherwise directed by the Governmental Body having jurisdiction. Businesses and residences adjacent to the Work shall be notified forty-eight (48) hours in advance of closing of driveways. CMAR shall make every effort to minimize the amount of public parking temporarily eliminated due to construction in areas fronting businesses. No stockpiles of material will be allowed in traveled rights-of-way after working hours unless otherwise approved by Sites Authority.

9.6 Record Drawings.

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

9.7 Defective Work.

A. Correction of Defective Work.

1. Failure to Correct. If CMAR fails to correct Defective Work, remove and replace rejected Work as required by Sites Authority, or fails to perform the Work in accordance with the Contract Documents, Sites Authority may, after seven (7)

Days written notice to CMAR, correct, or remedy any such deficiency if CMAR has failed to schedule or commence correcting such deficient Work.

2. Correction of Work by Sites Authority. In connection with such corrective or remedial action, Sites Authority may exclude CMAR from all or part of the Site, take possession of all or part of the Work and suspend CMAR's services related thereto, take possession of CMAR's tools, appliances, construction equipment and machinery at the Site procured for the Work, and incorporate in the Work all materials and equipment stored at the Site or for which Sites Authority has paid CMAR but which are stored elsewhere. CMAR shall allow Sites Authority, and the agents, employees, other contractors, and consultants of each of them, access to the Site to enable Sites Authority to exercise the rights and remedies to correct the Defective Work.

3. Costs of Correcting Defective Work. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or other dispute resolution costs) incurred or sustained by Sites Authority correcting Defective Work will be charged against CMAR, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Sites Authority shall be entitled to reimbursement of the costs from CMAR. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Defective Work. If the Change Order is executed after all payments under the Contract have been paid by Sites Authority and the Project retention is held in an escrow account as permitted by the Contract Documents, CMAR will promptly alert the escrow holder, in writing, of the amount of retention to be paid to Sites Authority. CMAR shall not be allowed an extension of Contract Time because of any delay in the performance of the Work attributable to Sites Authority correcting Defective Work.

B. Acceptance of Defective Work. If, instead of requiring correction or removal and replacement of Defective Work, Sites Authority prefers to accept it, Sites Authority may do so. CMAR shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or other dispute resolution costs) attributable to Sites Authority's evaluation of and determination to accept Defective Work and for the diminished value of the Work. A Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Sites Authority shall be entitled to an appropriate decrease in the RGMP, reflecting the diminished value of Work, and reimbursement of all costs incurred by Sites Authority.

9.8 Partial Utilization.

A. Use by Sites Authority, at Sites Authority's option, of any part of the Project which (a) has specifically been identified in the Contract Documents or (b) constitutes a separately functioning and usable part of the Project that can be used by Sites Authority for its intended purpose without significant interference with CMAR's performance of the remainder of the Work, may be accomplished prior to Final Completion. This use shall not relieve CMAR of its responsibilities under the

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Contract. Partial utilization of the Project shall not be deemed an acceptance of any Work not conforming to the requirements of the Contract Documents, unless specifically accepted in writing by Sites Authority, and this use shall not relieve CMAR of its responsibilities under the Contract.

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ARTICLE 10~~ARTICLE 10~~
- SCHEDULE; CONTRACT TIME

10.1 Construction Schedule.

A. General Requirements. Except as otherwise specifically stated in the Contract Documents, this Article will apply to a CPM Schedule for the Construction Services. The CPM Schedule shall be prepared in an electronic scheduling program acceptable to Sites Authority and as specified in the Contract Documents. CMAR shall deliver the CPM Schedule and all updates to Sites Authority in both paper and electronic form. The electronic versions shall be in the format, and include all data used, to prepare the CPM Schedule.

B. Schedule. The receipt or approval of any CPM Schedule by Sites Authority shall not in any way relieve CMAR of its obligations under the Contract Documents. CMAR is fully responsible to determine and provide for any and all staffing and resources at levels which allow for good quality and timely completion of the Project. CMAR's failure to incorporate all elements of Work required for the performance of the Contract or any inaccuracy in the CPM Schedule shall not excuse CMAR from performing Work required within the specified Contract Time. If the required CPM Schedule is not received by the time the first payment under the Contract is due, CMAR shall not be paid until the CPM Schedule is received, reviewed, and accepted by Sites Authority.

C. Schedule Contents. The CPM Schedule shall indicate the beginning and completion dates of all phases of construction; critical path for all critical, sequential time related activities; and "float time" for all "slack" or "gaps" in the non-critical activities. The CPM Schedule shall include appropriate time allowances and constraints for Submittals, items of interface with Work performed by others, and specified construction, start-up and performance tests. All float shall be owned by the Project. CPM Schedules indicating early or late completion shall not modify or have any effect on the Contract Time, regardless of whether the schedules are reviewed and/or accepted by Sites Authority.

D. Schedule Updates. CMAR shall continuously update its CPM Schedule. CMAR shall submit an updated and accurate CPM Schedule to Sites Authority: (1) prior to the start of construction, if there are any changes to the initial schedule; (2) with each progress payment request; and (3) whenever requested to do so by Sites Authority. Sites Authority may withhold progress payments or other amounts due under the Contract Documents if CMAR fails to submit an updated and accurate CPM Schedule. Upon Sites Authority's request, CMAR shall submit any schedules or updates to Sites Authority in the native electronic format of the software used to create the CPM Schedule.

E. Three-Week Look-Ahead Schedules. CMAR shall submit a three-week detailed look-ahead schedule at weekly meetings conducted with Sites Authority. The three-week look-ahead schedule shall clearly identify all staffing and other resources which in CMAR's judgment are needed to complete the Work within the Contract

Time, and it shall clearly state the number of staff to be used on each daily segment of the Work.

F. Acceptance. Acceptance of the CPM Schedule by Sites Authority will not impose on responsibility for accuracy, for sequencing, scheduling, or progress of the Work, or compliance with the Contract Documents. Acceptance will not interfere with or relieve CMAR from CMAR's full responsibility therefor.

10.2 Time for Completion.

A. Time for Completion. The Contract Time shall commence: (1) on the date stated in the Notice to Proceed, or (2) if the Notice to Proceed does not specify a commencement date, then on the date of the Notice to Proceed and, in both cases, shall be completed within the Contract Time. Sites Authority is under no obligation to consider early completion of the Work and Contract Time shall not be amended by Sites Authority's receipt or acceptance of CMAR's proposed earlier completion date. Any difference in time between CMAR's early completion and the Contract Time shall be considered a part of the Project float. CMAR shall not be entitled to compensation, and Sites Authority will not compensate CMAR, for delays which impact early completion. CMAR shall not, under any circumstances, receive additional compensation from Sites Authority (including but not limited to direct, indirect, general, administrative, or other forms of overhead costs) for the period between the time of earlier completion proposed by CMAR and the Contract Time.

B. Inclement Weather. CMAR shall abide by Sites Authority's determination of what constitutes inclement weather. Time extensions for inclement weather shall only be granted when the Work stopped during inclement weather is on the Critical Path of the applicable CPM Schedule.

C. Sites Authority-Caused Extension of Time. CMAR's entitlement to an extension of Contract Time ~~is limited to~~for a Sites Authority-caused ~~extension of the Critical Path, reduced by CMAR's concurrent delay, and established by a proper time impact analysis. No time extension~~delay shall only be allowed ~~unless~~when, and then only to the extent that, the Sites Authority-caused delay extends the Critical Path beyond the Contract Time, and established by a proper time impact analysis. Sites Authority shall ascertain the facts and extent of delay and grant extension of time for completing the Work when, in its judgment, the facts justify such an extension. CMAR shall not be entitled to an adjustment of Contract Time for delays within the control of CMAR. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of CMAR. If approved, the increase in time required to complete Work shall be added to the Contract Time.

D. Concurrent Delay. When the Sites Authority-caused delay to the Critical Path occurs simultaneously with a CMAR caused delay to the Critical Path, the Contract Time may be extended, as determined by Sites Authority, however, such delay is non-compensable and the RGMP shall not be adjusted.

E. ~~D.~~ Force Majeure. If a delay to the Critical Path results from a Force Majeure Event, CMAR will be entitled to a time extension, but will not receive an adjustment to the

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applicable RGMP or any other compensation. Such a non-compensable adjustment shall be CMAR's sole and exclusive remedy for a Force Majeure Event.

F. ~~E.~~ No Damages for Reasonable Delay.

1. Sites Authority's liability to CMAR for delays for which Sites Authority is responsible shall be limited to only an extension of time unless such delays were unreasonable under the circumstances. In no case shall Sites Authority be liable for any costs which are borne by CMAR in the regular course of business, including, but not limited to, home office overhead and other ongoing costs.

2. Damages caused by unreasonable Sites Authority delay shall be based on actual costs only, no proportions or formulas shall be used to calculate any delay damages. This includes the following allowable costs:

   a. Those actual necessary costs of idle time of construction equipment, idle time of workers, moving of construction equipment, and hauling of materials and equipment which are incurred solely by reason of the delay and which could not have been avoided by the judicious handling of forces, construction equipment and plant;

   b. Indirect Costs that are incurred solely by reason of the delay and extension of the Critical Path; and

   c. CMAR's Self-Performance ~~Fee~~Profit and CMAR's Subcontractor ~~Fee~~Profit, as applicable, on the costs allowed above.

G. ~~F.~~ Procedure for Extension of Contract Time and Delay Damages. CMAR shall not be entitled to any extension of Contract Time or adjustment to the applicable RGMP for delay damages unless CMAR properly notices the delay and requests a Change Order in accordance with these General Conditions. CMAR's failure to timely and fully comply with the Change Order procedures in the Contract Documents shall constitute a waiver of CMAR's right to an extension of Contract Time or adjustment to the applicable RGMP for delay damages.

10.3 Liquidated Damages.

A. Liquidated Damages. Time is of the essence. If the Work is not completed within Contract Time, it is understood that Sites Authority will suffer damage. In accordance with Government Code section 53069.85 and Public Contract Code section 7102, being impractical and infeasible to determine the amount of actual damage, it is agreed that CMAR shall pay to Sites Authority as fixed and liquidated damages, and not as a penalty, the sum stipulated in the Contract or each Reservoir Work Package Amendment for each calendar day of delay until the Work is fully completed. CMAR and its surety shall be liable for any liquidated damages. Any money due or to become due CMAR may be retained to cover liquidated damages.

B. Guaranteed Completion Date. CMAR agrees that it shall be liable to Sites Authority for liquidated damages in an amount determined in each Reservoir Work Package

Amendment for each and every calendar day beyond the Guaranteed Completion Date that Substantial Completion has not been achieved for the Reservoir Package.

C. Milestone Date. CMAR agrees that it shall be liable to Sites Authority for liquidated damages in an amount determined in each Reservoir Work Package Amendment for each and every calendar day beyond the Milestone Date where Reservoir Work Package Completion has not been achieved.

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ARTICLE 11~~ARTICLE 11~~
- CHANGE ORDERS; DISPUTE RESOLUTION

11.1 Preconstruction Phase Change Orders.

A. Additional Preconstruction Services. Sites Authority may direct CMAR to perform additional Preconstruction Services that Sites Authority determines to be necessary for the proper completion of the Preconstruction Phase but which the Parties did not reasonably anticipate would be necessary for completion of the Preconstruction Phase. Additional Preconstruction Services will be compensated at the rates set forth in CMAR's Cost Proposal Form, subject to adjustment as allowed by the Contract Documents. CMAR shall not be entitled to a mark-up on the rates set forth in CMAR's Cost Proposal Form for additional Preconstruction Services. If rates (i.e. hourly or unit rates) for additional Preconstruction Services are not identified in CMAR's Cost Proposal Form, Sites Authority will pay for additional Preconstruction Services at a mutually agreeable rate between the Parties based on current market rates.

B. Excusable Delay. CMAR may request additional time to complete a task or submittal milestone only in the event of an excusable delay. For purposes of this Article, an excusable delay is a delay only to the completion of a Preconstruction Service and caused by the following: (i) the actions of Sites Authority or its employees; (ii) the actions of those in direct contractual relationship with Sites Authority, except for CMAR; (iii) the actions of any Governmental Body having jurisdiction over the Project acting in their role as an authority having jurisdiction; (iv) the actions of any parties not within the reasonable control of CMAR; or (v) a Force Majeure Event. CMAR shall not be entitled to any damages or costs resulting from an excusable delay.

C. Change Order Procedures.

1. An increase to the Phase 1 Pricing and/or extensions of time for the performance of Preconstruction Services must be approved through a Change Order. If CMAR determines it is entitled to a Change Order, CMAR must request a Change Order within five (5) Days of a Sites Authority directive to perform additional Preconstruction Services or of the event otherwise giving rise to the additional work.

2. To increase Phase 1 Pricing, CMAR's request for a Change Order shall include documentation supporting the need for the request and a cost proposal for the additional Preconstruction Services that shows the applicable rates and provides a fair estimate of the amount of work needed to complete the additional Preconstruction Services. Sites Authority may request that CMAR propose other options or efficiencies, including de-scoping a portion of the additional Preconstruction Services.

3. To receive an extension of time for the performance of Preconstruction Services, CMAR's request shall include documentation supporting the need for the request, and a time impact analysis showing the impact of the extension on

completion of the Preconstruction Services, as well as the impact on potential Work and on the Work as a whole. The time impact analysis shall include options to mitigate the impact to the Critical Path of the Services, including the commencement of Construction Services. The request shall be limited to only the amount of time that is reasonably necessary for CMAR to complete the additional Preconstruction Services. An extension of time shall be a last resort, and shall only be granted if, and to the extent that, CMAR cannot reasonably complete the Preconstruction Services on time, including by expediting the Preconstruction Services, at no additional cost to Sites Authority.

4. If additional Preconstruction Services also result in an excusable delay, CMAR shall request an increase to the Phase 1 Pricing and an extension of time concurrently.

D. Exclusions from Additional Preconstruction Services. Additional Preconstruction Services shall not include work or services necessary because of negligent errors, omissions or conflicts of any type in CMAR's performance of the Preconstruction Services. All such work or services shall constitute Preconstruction Services and shall be performed at no cost to Sites Authority.

E. Reduction of Preconstruction Services. CMAR shall have the right to reduce the scope of the Preconstruction Services at any time by written notice to CMAR. Changes to the Preconstruction Services that reduce the scope of the Preconstruction Services shall be effective upon the delivery of the written notice by Sites Authority pursuant to this Article. Any reduction in the scope of the Preconstruction Services shall result in an appropriate reduction in Phase 1 Pricing, which shall be reflected in a Change Order.

11.2 Construction Services Change Orders.

A. Change Orders Generally.

1. All changes to the Contract, including compensation increases and time extensions, shall be through a written Change Order in accordance with this Article. Sites Authority, without invalidating the Contract, may order changes in the Work consisting of additions, deletions or other revisions, and CMAR's compensation and the time for completion shall be adjusted accordingly. Whenever any change is made as provided for herein, such change shall be considered and treated as though originally included in the Contract, and shall be subject to all terms, conditions, and provisions of the original Contract. CMAR shall not be entitled to a claim or bring suit for damages, whether for loss of profits or otherwise, on account of any decrease or omission of any item or portion of Work to be done. No dispute, disagreement, or failure of the parties to reach agreement on the terms of the Change Order shall relieve CMAR from the obligation to proceed with performance of the Work, including additional Work, promptly and expeditiously. Any alterations, extensions of time, additional Work, or any other changes may be made without securing consent of CMAR's surety or sureties.

2. CMAR agrees that one of the purposes of the Contract is to minimize the risk for Change Orders and reduce the likelihood of Change Orders. Change Order

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Requests shall be kept to a minimum. Subject to Sites Authority approval, each RGMP shall not be modified except in the event of the following circumstances: (a) Sites Authority directs and authorizes a change which is related solely to discretionary changes by Sites Authority (the foregoing excludes changes resulting from the acts, omissions or other conduct of CMAR); (b) differing site conditions; (c) changes directed by a Governmental Body with jurisdiction over the Project, or portions thereof, which could not be reasonably foreseen or anticipated by CMAR at the execution of the applicable Reservoir Work Package Amendment; (d) changes necessitated by amendment(s) to or enactment(s) of Applicable Laws which could not be reasonably anticipated or foreseen by CMAR at the execution of the applicable Reservoir Work Package Amendment; (e) changes resulting from emergencies not caused, in whole or in part, by the acts, omissions or other conduct of CMAR or its Subcontractors, employees, agents or representatives; or (f) where expressly allowed by the Contract Documents.

3. CMAR has no right to a Change Order for a time extension, extra work, or other costs of any kind whatsoever (including, without limitation, direct and indirect costs, delay and disruption damages, overhead, profit or mark-up) resulting from issues related to: Site conditions that CMAR could have foreseen or discovered prior to Construction Services; constructability issues, including but not limited to construction feasibility, schedule or cost; or where CMAR failed to recommend alternative solutions as part of their Preconstruction Services or Constructability Review.

4. CMAR shall not be entitled to an increase to an RGMP if that RGMP contains any CMAR Contingency or Allowances for the costs, which must be utilized and exhausted prior to requesting a Change Order. CMAR may only increase an RGMP through a duly requested and approved Change Order.

B. Change Order Procedures.

1. Sites Authority Written Directive. Sites Authority may direct changes in the Work by delivering a written directive. To the extent the written directive results in a change to compensation or time, CMAR must timely request a Change Order and comply with all Change Order procedures in accordance with this Article. Notwithstanding issuance of a written directive, CMAR's failure to timely request a Change Order shall constitute a waiver by CMAR of any adjustment to compensation or time extension for Work performed under the directive. Sites Authority shall not be liable to CMAR for Work performed or omitted by CMAR in reliance on verbal orders. Sites Authority shall have the right to order changes in the Work by a unilateral Change Order setting forth Sites Authority's determination of the reasonable additions or savings in the RGMP or Contract Time.

2. CMAR's Notice of Change or Delay.

a. If CMAR intends to initiate a Change Order Request, CMAR shall provide Sites Authority with written notice of the underlying facts and circumstances that gave rise to the proposed change within the following times:

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(i) If due to differing site conditions, as soon as reasonably practicable under the conditions, but in no case longer than three (3) Days from the discovery date or prior to the alterations of the conditions, whichever is earlier.

(ii) If due to a Force Majeure Event, as soon as reasonably practicable under the conditions, but in no case longer than three (3) Days from the date CMAR discovers that the Force Majeure Event gives rise to a change, unless that the conditions are such that notice within three (3) Days is not possible or practicable.

(iii) If due to any other matter that may involve an adjustment to the RGMP or Contract Time, as soon as reasonably practicable under the conditions, but in no case longer than seven (7) Days from the earlier of the discovery date of the matter or when the matter should have been discovered.

b. To be considered valid and complete, the notice of change or delay shall include a general statement of the circumstances giving rise to the notice of change or delay and a reasonable order of magnitude estimate of the additional costs or time. If the circumstances give rise to both a cost adjustment and time extension, CMAR shall submit the notice of change and notice of delay concurrently.

3. Change Order Request.

a. CMAR shall submit a Change Order Request for any adjustment to an RGMP or Contract Time. The Change Order Request shall be made prior to incurring any expense related to the Change Order Request and within fourteen (14) Days from either CMAR's notice of change or delay or Sites Authority's written directive ordering the change. For any costs or information that cannot be determined at the time CMAR submits a Change Order Request, CMAR shall submit to Sites Authority notice of the costs or information and all supporting documentation within seven (7) Days of when the costs or other information become subject to determination. The Change Order Request shall include all of the following information (unless inapplicable to the change or delay):

(i) A detailed description of the circumstances giving rise to the request;

(ii) A complete itemized cost proposal, including itemized pricing for Subcontractors;

(iii) Supporting documentation for all costs;

(iv) A time impact analysis showing the impact of the delay to the Critical Path of the applicable Reservoir Work Package;

(v) If any costs or information cannot be determined at the time of the Change Order Request, a rough order of magnitude of the Change Order

costs and the reason the costs or information cannot be determined at the time; and

(vi) Certification to the accuracy of the Change Order Request under penalty of perjury

b. The time impact analysis shall be in the Critical Path method format and shall show the sequencing of all critical and non-critical new activities and/or activity revisions affected by the delay, with logic ties to all affected existing activities noted on the schedule. Sites Authority may demand, and CMAR shall provide, any additional information supporting the Change Order Request, including but not limited to native electronic format version of schedules and time impact analyses. CMAR shall provide the requested additional information within seven (7) Days of the request.

4. Sites Authority's Final Decision on Change Order; Ordered Changes. If Sites Authority denies the Change Order Request or disagrees with the proposal submitted by CMAR, it will notify CMAR, and Sites Authority will provide its opinion of the appropriate price or time extension. If no agreement can be reached, Sites Authority shall have the right in its sole discretion to order the Work performed, to the extent permitted by law, on a time and materials basis or to issue a unilateral Change Order setting forth Sites Authority's determination of the reasonable additions or savings in costs and time attributable to the extra or deleted work. Sites Authority's determination shall become final and binding if CMAR fails to submit a claim in writing in accordance with the General Conditions to Sites Authority within fourteen (14) Days of Sites Authority denying the Change Order Request, or for the issuance of a unilateral Change Order, disputing the terms of the unilateral Change Order and providing such supporting documentation for its position as Sites Authority may reasonably require.

5. CMAR's Waiver of Further Relief.

a. CMAR recognizes and acknowledges that timely submission of a formal written notice of change or delay and Change Order Request, whether or not the circumstances of the change may be known to Sites Authority or available to Sites Authority through other means, is not a mere formality but is of crucial importance to the ability of Sites Authority to promptly identify, prioritize, evaluate and mitigate the potential effects of changes. Any form of informal notice, whether verbal or written (including, without limitation, statements in requests for information, statements in Submittals, statements at any job meeting or entries on monthly reports, daily logs or job meeting minutes), that does not strictly comply with the formal requirements of this Article, shall accordingly be insufficient.

b. **CMAR'S FAILURE TO PROVIDE A COMPLETE AND TIMELY NOTICE OF CHANGE OR DELAY, CHANGE ORDER REQUEST, NOTICE DISPUTING A UNILATERAL CHANGE ORDER, OR TO COMPLY WITH ANY OTHER REQUIREMENT OF THIS ARTICLE, SHALL CONSTITUTE A WAIVER BY CMAR OF THE RIGHT TO AN RGMP ADJUSTMENT ON ACCOUNT OF SUCH CIRCUMSTANCES AND A WAIVER OF ANY RIGHT TO FURTHER RECOURSE OR RECOVERY BY REASON OF OR RELATED TO SUCH**

CHANGE BY MEANS OF THE CLAIMS DISPUTE RESOLUTION PROCESS OR BY ANY OTHER LEGAL PROCESS OTHERWISE PROVIDED FOR UNDER APPLICABLE LAWS.

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

D. Determining Adjustments to Compensation.

1. Pricing Generally. CMAR shall not be entitled to any compensation for Work subject to a Change Order except as expressly set forth in this Article.

2. Unit Pricing. For the increasing or decreasing of Work within an RGMP that is paid for on an unit price basis, the additional Work shall be paid for according to the unit price established for such Work and the RGMP will be adjusted accordingly. An adjustment in compensation will be made for changes which require increases or decreases in the quantity of any unit price item in such a manner as to materially increase or decrease its unit cost, as determined by Site Authority, or which for any other reason cannot in the judgment of Site Authority be equitably paid for at the unit price. CMAR's Self-Performance ~~Fee~~Profit or CMAR's Subcontractor ~~Fee~~Profit shall not be applied to the unit price if the unit price includes such fees.

3. Lump Sum Pricing. Compensation for lump sum Change Orders shall be limited to expenditures necessitated specifically by the additional Work. A lump sum Change Order shall be determined on an Open Book Basis and by the same method as establishing an RGMP. If the additional Work is performed by a Subcontractor providing Subcontracted Construction Services, the Subcontractor's pricing for a lump sum Change Order shall be determined on an Open Book Basis and by the same method for determining pricing from a Key Subcontractor when establishing an RGMP, including using the Key Subcontractor ~~Fee~~Profit.

4. T&M Pricing.

a. T&M Pricing Generally.

(i) Sites Authority may direct CMAR to proceed with additional Work with payment to be made on the basis of the actual verified Cost of Work in the proper performance of the additional Work, with CMAR's Self-Performance ~~Fee~~Profit applied to the Cost of Work, excluding

Subcontractor Construction Cost. CMAR will be entitled any verified increased costs for insurance and bonds, which will not be subject to CMAR's Self-Performance ~~Fee~~Profit.

(ii) If the additional Work is performed by Subcontractors, payment will be made on the basis of the actual verified Subcontractor's Cost of Work in the proper performance of the additional Work, with CMAR's Subcontractor ~~Fee~~Profit applied to the Cost of Work. Subcontractors will be entitled to a markup on Subcontractor's Cost of Work, in an amount not to exceed the Key Subcontractor ~~Fee~~Profit. CMAR and Subcontractor will be entitled any verified increased costs for insurance and bonds, which will not be subject to CMAR's Subcontractor ~~Fee~~Profit or the Key Subcontractor ~~Fee~~Profit.

(iii) If the Project is federally funded, a time and materials Change Order shall only be issued after a determination that no other Change Order methodology is suitable and the Change Order shall include a ceiling price that CMAR exceeds at its own risk.

b. T&M Daily Sheets. CMAR must submit timesheets, materials invoices, records of equipment hours, and records of rental equipment hours to Sites Authority's for an approval signature each day that Work is performed on a time-and-material basis. Sites Authority's Representative's signature on time sheets only serves as verification that the Work was performed and is not indicative of Sites Authority's agreement to CMAR's entitlement to the cost.

c. T&M Summary Sheet. CMAR shall submit a T&M summary sheet, which shall include total actual costs, within seven (7) Days following completion of additional Work on a time-and-material basis. CMAR's total actual cost shall be presented in a summary table in an electronic spreadsheet file by labor, material, equipment, and any other costs, along with documentation supporting the costs. CMAR's failure to submit the T&M summary sheet within seven (7) Days of completion of the additional Work will result in CMAR's waiver for any reimbursement of any costs associated with the additional Work.

11.3 Partnering.

A. Dispute Resolution Ladder. At the discretion of Sites Authority, the Parties will partner to create a dispute resolution ladder to facilitate open communication and close cooperation that involves both CMAR and Sites Authority personnel working together for the purpose of establishing a mutually beneficial, proactive, cooperative environment within which to achieve Project objectives, resolve issues, and implement actions as required. The dispute resolution ladder will provide the authority for both CMAR and Sites Authority personnel at all levels with parameters and procedures for escalating disputes.

B. Formal Partnering. CMAR and Sites Authority shall participate in a partnering process among all members of the Project team. The partnering process will assist Sites Authority and CMAR to develop a collaborative environment so that communication, coordination, and cooperation are the standard, and to encourage

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resolution of conflicts at the lowest responsible management level. The objectives of the partnering process are to (a) identify potential problem areas, issues and differences of opinion early, (b) develop and implement procedures for resolving them in order to prevent them from becoming claims, (c) achieve effective and efficient performance and completion of the Work in accordance with the Contract Documents, and (d) create mutual trust and respect for each Party's respective roles and interests in the Project while recognizing the respective risks inherent in those roles. The partnering process shall take place during the entire length of the Preconstruction Phase and Construction Phase. A third-party facilitator shall be chosen by Sites Authority and CMAR that is mutually agreeable to the Parties. CMAR shall make all arrangements to hire the facilitator and provide a suitable meeting location for the partnering workshops.

11.4 Procedure for Resolving Claims.

A. Prerequisites. CMAR shall timely comply with any and all requirement of the Contract Documents pertaining to notices and requests for changes to each RGMP or Contract Time, including but not limited to all requirements for a Change Order, as a prerequisite to filing any claim governed by this Article. The failure to timely submit a notice of delay or notice of change, or to timely request a change to the time for completion or CMAR's compensation, or to timely provide any other notice or request required herein shall constitute a waiver of the right to further pursue the claim under the Contract or at law.

B. Intent. Effective January 1, 1991, Section 20104 *et seq.*, of the California Public Contract Code prescribes a process utilizing informal conferences, non-binding judicial supervised mediation, and judicial arbitration to resolve disputes on construction claims of $375,000 or less. Effective January 1, 2017, Section 9204 of the Public Contract Code prescribes a process for negotiation and mediation to resolve disputes on construction claims. The intent of this Article is to implement Sections 20104 *et seq*. and Section 9204 of the California Public Contract Code. This Article shall be construed to be consistent with all Applicable Law, including but not limited to these statutes.

C. Claims.

1. For purposes of this Article, "Claim" means a separate demand by CMAR for:

   a. An adjustment to the Contract Time including, without limitation, for relief from damages or penalties for delay assessed by Sites Authority;

   b. Payment by Sites Authority of money or damages arising from Services done by or on behalf of CMAR pursuant to the Contract, payment for which is not otherwise expressly provided or to which CMAR is not otherwise entitled; or

   c. An amount the payment of which is disputed by Sites Authority.

2. A "Claim" does not include any demand for payment for which CMAR has failed to provide notice, submit a Change Order Request, or otherwise failed to follow any procedures contained in the Contract Documents.

D. Filing Claims. Claims governed by this Article may not be filed unless and until CMAR completes any and all requirements of the Contract Documents pertaining to notices and requests for changes to each RGMP or Contract Time, and CMAR's Change Order Request has been denied in whole or in part. Claims governed by this Article must be filed no later than thirty (30) Days after a request for change has been denied in whole or in part or after any other event giving rise to the Claim. The Claim shall be submitted in writing to Sites Authority and shall include on its first page the following words in 16 point capital font: "THIS IS A CLAIM." The Claim shall include all information and documents necessary to substantiate the Claim, including but not limited to those identified below. Nothing in this Article is intended to extend the time limit or supersede notice requirements otherwise provided by Contract Documents. Failure to follow such contractual requirements shall bar any Claims or subsequent proceedings for compensation or payment thereon.

E. Documentation. CMAR shall submit all Claims in the following format:

1. Summary description of Claim including basis of entitlement, merit and amount of time or money requested, with specific reference to the Contract Document provisions pursuant to which the Claim is made

2. List of documents relating to Claim:

   a. Specifications

   b. Drawings

   c. Clarifications (Requests for Information)

   d. Schedules

   e. Other

3. Chronology of events and correspondence

4. Narrative analysis of Claim merit

5. Analysis of Claim cost, including calculations and supporting documents

6. Time impact analysis in the form required by the Contract Documents or, if the Contract Documents do not require a particular format, CPM format, if an adjustment of Contract Time is requested

F. Sites Authority's Response. Upon receipt of a Claim pursuant to this Article, Sites Authority shall conduct a reasonable review of the Claim and, within a period not to exceed 45 Days, shall provide CMAR a written statement identifying what portion of the Claim is disputed and what portion is undisputed. Any payment due on an undisputed portion of the Claim will be processed and made within 60 Days after Sites Authority issues its written statement.

1. If Sites Authority needs approval from the Sites Authority Board to provide CMAR a written statement identifying the disputed portion and the undisputed

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portion of the Claim, and the Sites Authority Board does not meet within the 45 Days or within the mutually agreed to extension of time following receipt of a Claim sent by registered mail or certified mail, return receipt requested, Sites Authority shall have up to three (3) Days following the next duly publicly noticed meeting of the Sites Authority Board after the 45-Day period, or extension, expires to provide CMAR a written statement identifying the disputed portion and the undisputed portion.

2. Within 30 Days of receipt of a Claim, Sites Authority may request in writing additional documentation supporting the Claim or relating to defenses or claims Sites Authority may have against CMAR. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of Sites Authority and CMAR. CMAR shall provide the requested documentation or information within 30 Days of the written request by Sites Authority. Sites Authority's written response to the Claim, as further documented, shall be submitted to CMAR within 30 Days (if the Claim is less than $50,000, within 15 Days) after receipt of the further documentation, or within a period of time no greater than that taken by CMAR in producing the additional information or requested documentation, whichever is greater.

G. Meet and Confer. If CMAR disputes Sites Authority's written response, or Sites Authority fails to respond within the time prescribed, CMAR may so notify Sites Authority, in writing, either within 15 Days of receipt of Sites Authority's response or within 15 Days of Sites Authority's failure to respond within the time prescribed, respectively, and demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand, Sites Authority shall schedule a meet and confer conference within 30 Days for settlement of the dispute.

H. Mediation.

1. Within 10 business days following the conclusion of the meet and confer conference, if the Claim or any portion of the Claim remains in dispute, Sites Authority shall provide CMAR a written statement identifying the portion of the Claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the Claim shall be processed and made within 60 Days after Sites Authority issues its written statement. Any disputed portion of the Claim, as identified by CMAR in writing, shall be submitted to nonbinding mediation, with Sites Authority and CMAR sharing the associated costs equally. Sites Authority and CMAR shall mutually agree to a mediator within 10 business days after the disputed portion of the Claim has been identified in writing, unless the parties agree to select a mediator at a later time.

2. If the Parties cannot agree upon a mediator, each Party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the Claim. Each Party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator.

3. For purposes of this Article, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute

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resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this Article.

4. Unless otherwise agreed to by Sites Authority and CMAR in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

5. To extent practical, the parties agree they will attempt to mediate all open Claims during one mediation. For any open Claims at the time of completion of the applicable Reservoir Work Package, all unresolved Claims for that Reservoir Work Package shall be considered jointly in a single mediation, unless a new unrelated Claim arises after mediation is completed.

I. Procedures After Mediation. If following the mediation, the Claim or any portion remains in dispute, CMAR must file a Government Code claim pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the California Government Code prior to initiating litigation. For purposes of those provisions, the running of the period of time within which a Government Code claim must be filed shall be tolled from the time CMAR submits his or her written Claim pursuant to subdivision (a) until the time that mediation is complete.

J. Civil Actions. The following procedures are established for all civil actions filed to resolve Claims of $375,000 or less:

1. Within 60 Days, but no earlier than 30 Days, following the filing or responsive pleadings, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both Parties or unless mediation was held prior to commencement of the action in accordance with California Public Contract Code section 9204 and the terms of this Contract. The mediation process shall provide for the selection within 15 Days by both Parties of a disinterested third person as mediator, shall be commenced within 30 Days of the submittal, and shall be concluded within 15 Days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court.

2. If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the California Code of Civil Procedure, notwithstanding Section 1114.11 of that code. The Civil Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the California Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration. In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the California Code of Civil Procedure, (A) arbitrators shall, when possible, be experienced in construction law, and (B) any party appealing an arbitration award who does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, also pay the attorney's fees on appeal of the other party.

K. Government Code Claim Procedures.

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1. This Article does not apply to tort claims and nothing in this Article is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.5 of Title 1 of the California Government Code.

2. In addition to any and all requirements of the Contract Documents pertaining to notices of and requests for adjustment to the Contract Time, Reservoir Package GMP, RGMP, or compensation or payment for additional Services, disputed Services, construction claims and/or changed conditions, CMAR must comply with the claim procedures set forth in California Government Code section 900, *et seq*. prior to filing any lawsuit against Sites Authority.

3. Such California Government Code claims and any subsequent lawsuit based upon the California Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to adjustment of the Contract Time or RGMP for additional Services, disputed Services, construction claims, and/or changed conditions have been followed by CMAR. If CMAR does not comply with the California Government Code claim procedure or the prerequisite contractual requirements, CMAR may not file any action against Sites Authority.

4. A California Government Code claim shall be inclusive of all unresolved Claims known to CMAR or that should reasonably by known to CMAR excepting only new unrelated Claims that arise after the California Government Code claim is submitted.

L. Non-Waiver. Sites Authority's failure to respond to a Claim from CMAR within the time periods described in this Article or to otherwise meet the time requirements of this Article shall result in the Claim being deemed rejected in its entirety, and shall not constitute a waiver of any rights under this Article.

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ARTICLE 12~~ARTICLE 12~~ - COMPLETION

12.1 Completion of the Project.

A. Construction Services.

1. The Reservoir Package is composed of discrete and defined portions of Work, each a Reservoir Work Package. Sites Authority will issue a Notice to Proceed for each Reservoir Work Package after execution of a Reservoir Work Package Amendment and CMAR must complete each Reservoir Work Package by a Milestone Date. The Contract Time for a Milestone Date shall cease to accrue upon Reservoir Work Package Completion.

2. Substantial Completion of the Reservoir Package must be completed by the Guaranteed Completion Date. The Contract Time for the Guaranteed Completion Date shall cease to accrue upon Substantial Completion of the Reservoir Package.

12.2 Reservoir Work Package Completion.

A. Completion of Reservoir Work Package. The process for CMAR achieving Reservoir Work Package Completion consists of the following:

1. CMAR shall notify Sites Authority in writing that the entire Reservoir Work Package is complete and request that Sites Authority issue a Certificate of Reservoir Work Package Completion.

2. Sites Authority will inspect the Work and determine if the Reservoir Work Package is complete in accordance with the Contract Documents and any and all conditions required by the Special Conditions or Reservoir Work Package Amendment.

3. If Sites Authority determines that the Work is substantially complete, a Certificate of Reservoir Work Package Completion will be issued by Sites Authority. The certificate shall establish the date of Reservoir Work Package Completion and include the Punch List generated by Sites Authority.

4. If Sites Authority determines that the Work is not substantially complete, Sites Authority will notify CMAR in writing of the Work to be completed. CMAR shall complete remaining Work and re-submit the request for Reservoir Work Package Completion.

B. Punch List Process.

1. CMAR shall complete or resolve the Punch List for each Reservoir Work Package to the satisfaction of Sites Authority within thirty (30) Days of receiving the Punch List unless specified otherwise in the Certificate of Reservoir Work

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Package Completion and provide written notification to the Sites Authority that the Site is ready for final inspection.

2. Sites Authority will make final inspection after receipt of CMAR's written notice that the Work is ready for final inspection and acceptance. Should the Punch List items be found not in compliance with the requirements of the Contract Documents, Sites Authority will notify CMAR in writing of items of noncompliance.

3. Within ten (10) Days of such notification, CMAR shall take such measures as necessary to complete such items of noncompliance. Failure to include an item on the Punch List does not alter CMAR's responsibility to comply with the Contract Documents.

4. If the Punch List items are not completed within thirty (30) Days or the time otherwise specified in the applicable Reservoir Work Package Amendment, liquidated damages will be assessed in the amount provided for in the applicable Reservoir Work Package Amendment for each Day beyond the allotted time.

C. Certificate of Reservoir Work Package Completion. Issuance of a Certificate of Reservoir Work Package Completion shall not discharge the duty of CMAR to complete the Work in accordance with the Contract Documents and shall not constitute a waiver of defects or missing or incomplete Work, whether or not identified in the Punch List.

12.3 Substantial Completion of Reservoir Package.

A. Conditions for Substantial Completion of the Reservoir Package. The following conditions shall be satisfied by CMAR to constitute Substantial Completion of the Reservoir Package, each of which must be satisfied in all material respects by CMAR to terminate the Contract Time for the Guaranteed Completion Date:

1. Certificate of Reservoir Work Package Completion. Sites Authority has issued in writing a Certification of Reservoir Work Package Completion for each Reservoir Work Package that each Reservoir Work Package is entirely complete and in all respects is in compliance with the Contract Documents, including, but not limited, to the Punch List;

2. Governmental Approvals. All Governmental Approvals required under Applicable Law and the Contract to be obtained by CMAR shall be in full force and effect for the Reservoir Package, and certified copies of all such Governmental Approvals shall have been delivered to Sites Authority;

3. Contract Documentation. CMAR has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, Record Drawings, and other documents required by the Contract Documents for each Reservoir Work Package and the Reservoir Package; and

4. Conditions in Special Conditions or Reservoir Work Package Amendment. Any and all conditions required by the Special Conditions or a Reservoir Work

Package Amendment have been satisfied by CMAR and accepted by Sites Authority.

12.4 Commissioning and Final Completion of Work.

A. Commissioning. CMAR shall provide commissioning of the Project. Commissioning of the Project shall commence after Substantial Completion of the Reservoir Package. The commissioning process shall be for three (3) years and the requirements are further described in the Special Conditions or the applicable Reservoir Work Package Amendment.

B. Final Completion Process. Final Completion of the Reservoir Package shall be deemed to have occurred when all conditions of Final Completion have been satisfied and the following has been completed:

1. Final Inspection. Upon written notice from CMAR that the commissioning of the Project is complete, Sites Authority will promptly make a final inspection of the Project with CMAR and will notify CMAR in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. CMAR shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

2. Final Acceptance. The acceptance of Work will be made by Site Authority. Such acceptance by Sites Authority shall not constitute a waiver of defects. After CMAR has, in the opinion of Site Authority, satisfactorily completed all corrections identified during the final inspection and has delivered the Project in accordance with the Contract Documents, Sites Authority, in its sole discretion will accept the Project.

12.5 Guarantee of Work.

A. Reservoir Package Warranty.

1. CMAR warrants and guarantees in its Reservoir Package Warranty, without limitation, the following:

a. Work shall: (i) be new, of recent manufacture and of good quality; (ii) conform to the requirements of the Contract Documents; and (iii) be free of material faults or defects.

b. All items having a manufacturer's warranty installed under the Contract shall be installed by or under the directive of the manufacturer or his certified agent in order to conform with the manufacturer's warranty requirements. All Work, including any repairs or replacements, involving manufacturer's products shall be performed in accordance with manufacturer's recommendations in order to maintain all warranties.

c. Neither final payment nor any provision in the Contract Documents shall relieve CMAR of responsibility for faulty materials or workmanship.

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2. CMAR acknowledges and agrees that the Reservoir Package Warranty is in addition to, and not in limitation of, any other warranties, rights and remedies available to Sites Authority under this Contract or Applicable Law, and shall not limit CMAR's liability or responsibility imposed by the Contract or Applicable Law with respect to the Work, including to latent defects, gross mistakes, or fraud. Nothing in the Reservoir Package Warranty or in the Contract Documents shall be construed to limit the rights and remedies available to Sites Authority at law or in equity, including, but not limited to, Code of Civil Procedure section 337.15.

B. Reservoir Package Warranty Period and Work.

1. CMAR hereby agrees to promptly repair or replace, at the discretion of Sites Authority, any or all Work that may prove to be defective in its workmanship, materials furnished, methods of installation, fail to conform to the Contract Document requirements or otherwise not in accordance with the requirements of the Reservoir Package Warranty, together with any other Work which may be damaged or displaced by such defect(s) commencing on date of Substantial Completion for the Reservoir Package and terminating upon Final Completion (or as otherwise indicated in the Contract Documents or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the Work, whichever is later) without any expense whatever to Sites Authority, ordinary wear and tear and unusual abuse and neglect excepted.

2. CMAR shall remedy at its sole expense any damage to Sites Authority-owned or controlled real or personal property. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of CMAR.

3. For any warranty Work so corrected, CMAR's obligation hereunder to correct the warranty Work shall be reinstated for a one (1) year period after the Work is corrected or until Final Completion, whichever period is longer. This additional warranty period shall apply only to that portion of Work that was corrected. CMAR shall perform such tests as Sites Authority may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Contract Documents.

4. In the event of CMAR's failure to comply with the above-mentioned conditions within ten (10) Days after being notified in writing of required repairs, to the reasonable satisfaction of Sites Authority, Sites Authority shall have the right to correct and replace any defective or non-conforming Work and any work damaged by such work or the replacement or correction thereof at CMAR's sole expense. CMAR shall be obligated to fully reimburse Sites Authority for any expenses incurred hereunder immediately upon demand.

5. In the event of any emergency constituting an immediate hazard to health, safety, property, or licensees, when caused by Work of CMAR not in accordance with the Contract requirements, Sites Authority may undertake at CMAR's expense, and without prior notice, all Work necessary to correct such condition.

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C. Manufacturer's Warranties. Without limiting the Reservoir Package Warranty or any guarantees of CMAR in the Contract Documents or at law, CMAR shall obtain for Sites Authority all warranties that would be given in normal commercial practice and assign to Sites Authority any and all manufacturer's or installer's warranties for equipment or materials not manufactured by CMAR and provided as part of the Work, to the extent that such third-party warranties are assignable and extend beyond the warranty period set forth in this Article. Assignments will not relieve CMAR of its responsibility in the case of a manufacturer's or installer's failure to fulfill guarantee or warranty provisions. CMAR shall furnish Sites Authority with all warranty and guarantee documents prior to final acceptance of the Project by Sites Authority. Nothing in these Contract Documents is intended to limit any third-party warranty that provides Sites Authority with greater warranty rights than those provided under the Reservoir Package Warranty, as set forth in this Contract.

D. Sites Authority Materials and Equipment. When specifically indicated in the Contract Documents or when directed by Sites Authority, Sites Authority may furnish materials or equipment to CMAR for installation and incorporation into the Work. In the event any act or failure to act by CMAR shall cause a warranty applicable to any materials or products purchased by Sites Authority for installation by CMAR to be voided or reduced, CMAR shall indemnify Sites Authority from and against any cost, expense, or other liability arising therefrom, and shall be responsible to Sites Authority for the cost of any repairs, replacement or other costs that would have been covered by the warranty but for such act or failure to act by CMAR.

E. No Limitation Period. Nothing contained in this Article shall be construed to establish a period of limitation with respect to other obligations that CMAR has under the Contract or under Applicable Law with respect to the Work, including warranties, guarantees, and obligations with respect to latent defects. The warranty period for the Reservoir Package Warranty relates only to the specific obligations of CMAR to respond to notices from Sites Authority under the Reservoir Package Warranty, and have no relationship to the time within which the obligation of CMAR to comply with the Contract may be enforced, nor the time within which proceedings may be commenced to establish CMAR's liability with respect to its obligations under the Contract.

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ARTICLE 13~~ARTICLE 13~~
- TERMINATION; SUSPENSION

13.1 Termination of Preconstruction Services.

A. Termination Without Cause.

1. Sites Authority may, at any time, with or without reason, terminate the Contract during the Preconstruction Phase and compensate CMAR only for the Preconstruction Services satisfactorily rendered to the date of termination. Written notice by Sites Authority shall be sufficient to stop further performance of Preconstruction Services by CMAR. Notice shall be deemed given when received by CMAR or no later than seven (7) Days after the day the notice was mailed, whichever is sooner. CMAR cannot terminate the Contract without cause.

2. All deliverables including, without limitation, Early Purchase Items, Work Product, documents, engineering support, budget costs, schedule and data developed by CMAR during the Preconstruction Phase shall become the exclusive property of Sites Authority and shall be provided to Sites Authority within ten (10) Days of Sites Authority's notice to CMAR of termination.

B. Termination for Cause by Sites Authority.

1. Sites Authority may terminate the Contract during the Preconstruction Phase upon giving of written notice of intention to terminate for cause. Cause shall include, without limitation, the following:

   a. material violation of this Contract by CMAR;

   b. any act by CMAR exposing Sites Authority to liability to others for personal injury or property damage; or

   c. CMAR is adjudged to be bankrupt, CMAR makes a general assignment for the benefit of creditors or a receiver is appointed on account of CMAR's insolvency.

2. Written notice by Sites Authority shall contain the reasons for such intention to terminate and unless within seven (7) Days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, the Contract shall upon the expiration of the seven (7) Days cease and terminate. In the event of this termination, Sites Authority may secure Preconstruction Services from another contractor. If the expense, fees, and/or costs to Sites Authority exceeds the cost of providing the Preconstruction Services pursuant to this Contract, CMAR shall immediately pay the excess expense, fees, and/or costs to Sites Authority upon the receipt of Sites Authority's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to Sites Authority.

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3. All deliverables including, without limitation, Early Purchase Items, Work Product, documents, engineering support, budget costs, schedule and data developed by CMAR during the Preconstruction Phase shall become the exclusive property of Sites Authority and shall be provided to Sites Authority within ten (10) Days of Sites Authority's notice to CMAR of termination.

13.2 Suspension of Preconstruction Services by Sites Authority.

A. Sites Authority may, for any reason through a written notice to CMAR, order CMAR to suspend performance of the Preconstruction Services. Prior to any resumption of Preconstruction Services at Sites Authority's direction, CMAR shall notify Sites Authority of any additional costs CMAR believes it is entitled to within 30 Days of its receipt of the request to resume suspended Preconstruction Services, or such claim shall conclusively be deemed to have been waived. Sites Authority shall not be liable for any additional costs, damages or anticipated profits incurred by CMAR or its Subcontractors and the Phase 1 Pricing shall not be increased during the period of suspension, except the actual costs incurred by CMAR, excluding overhead and profit, for reasonable and unavoidable costs of suspending the Preconstruction Services. If CMAR establishes that the suspension of the Preconstruction Services had a material and adverse effect on CMAR's costs for the performance of the Preconstruction Services, CMAR shall be entitled to cost relief, as appropriate and determined by Sites Authority acting reasonably and subject to CMAR's duty to mitigate damages.

13.3 Suspension of Construction Services by Sites Authority.

A. Sites Authority in its sole and absolute discretion for any reason or no reason whatsoever may at any time, with or without cause, suspend performance of all or any part of the Construction Services by giving not less than seven (7) Days written notice to CMAR. Such notice of suspension of Construction Services will designate the amount and type of labor, material and equipment to be committed to the Project during the period of suspension. CMAR shall use its best efforts to utilize its labor, material, and equipment in such a manner as to minimize costs and/or Project schedule impacts associated with suspension.

B. Upon receipt of any such notice, CMAR shall, unless the notice requires otherwise, do the following: (1) immediately discontinue Construction Services on the date and to the extent specified in the notice; (2) place no further orders or subcontracts for material, services, equipment or facilities with respect to suspended Work other than to the extent required in the notice; (3) promptly make every reasonable effort to obtain suspension upon terms satisfactory to Sites Authority of all orders, subcontracts, and rental agreements to the extent they relate to performance of Construction Services suspended; and (4) continue to protect and maintain the Project including those portions on which Construction Services have been suspended.

C. Sites Authority shall not be liable for any additional costs, damages or anticipated profits incurred by CMAR or its Subcontractors and the RGMP shall not be increased during the period of suspension, except the actual costs incurred by CMAR, excluding overhead and profit, for (a) the purpose of safeguarding the Project and material and equipment in transit or at the Site during the period of suspension, (b)

CMAR's or its Subcontractor's rented equipment which must maintained at the Site and to the extent costs cannot be mitigated by CMAR, or (c) other reasonable and unavoidable costs of shutting down the Project, or reassembling personnel and equipment resulting directly from such suspension. CMAR shall be granted an extension of the Contract Time equal to the number of days performance of Construction Services are suspended; provided, however, that no actual costs or extension of Contract Time shall be granted if the suspension results from CMAR's non-compliance with the requirements of the Contract.

13.4 Termination of Construction Services for Cause by Sites Authority.

A. In the sole estimation of Sites Authority, if CMAR refuses or fails to prosecute the Construction Services or any separable part thereof with such diligence as will insure its completion within the time specified by the Contract Documents, or any extension thereof, or fails to complete Work within such time, or if CMAR should be adjudged a bankrupt, or if it should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, or CMAR or any of its Subcontractors should violate any of the provisions of this Contract, Sites Authority may serve written notice upon CMAR and its surety of Sites Authority's intention to terminate the Contract. This notice of intent to terminate shall contain the reasons for such intention to terminate the Contract, and a statement to the effect that CMAR's right to perform the Contract shall cease and terminate upon the expiration of ten (10) Days unless such violations have ceased and arrangements satisfactory to Sites Authority have been made for correction of said violations.

B. After expiration of the ten (10) Day period, Sites Authority may terminate the Contract by providing a notice of termination to CMAR. Sites Authority may take over and complete the Work by any method it may deem appropriate, including enforcement of the Performance Bond. If Sites Authority takes over the Work, Sites Authority may, without liability for so doing, take possession of and utilize in completing the Work such materials, appliances, plant, and other property belonging to CMAR as may be on the Site.

C. CMAR shall not be entitled to receive any further payment hereunder as a result of such termination. CMAR and its surety shall be liable to Sites Authority for any excess costs or other damages incurred by Sites Authority to complete the Work, including professional services and expenses, reasonable overhead, profit, and attorneys' fees. This payment obligation shall survive completion of the Project and termination or expiration of the Contract.

D. All deliverables including, without limitation, Early Purchase Items, Work Product, documents, engineering support, budget costs, schedule and data developed by CMAR during the Preconstruction Phase shall become the exclusive property of Sites Authority and shall be provided to Sites Authority within ten (10) Days of Sites Authority's notice to CMAR of termination.

13.5 Termination of Construction Services for Convenience by Sites Authority.

A. Sites Authority may terminate performance of the Construction Services in whole or, from time to time, in part, upon ten (10) Days written notice if Sites Authority determines that termination is in Sites Authority's interest. CMAR shall discontinue

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all or any part of the Work upon delivery to CMAR of a notice of termination specifying that the termination is for the convenience of Sites Authority, the extent of termination, and the effective date of such termination.

B. After receipt of notice of termination, and except as directed by Sites Authority, CMAR shall, regardless of any delay in determining or adjusting any amounts due under this termination for convenience clause, immediately proceed with the following obligations: (1) stop Work as specified in the notice of termination; (2) complete any Work specified in the notice of termination in a least cost/shortest time manner while still maintaining the quality called for under the Contract Documents; (3) leave the Site upon which CMAR was working in a safe and sanitary manner such that it does not pose any threat to the public health or safety; (4) terminate all subcontracts to the extent that they relate to the portions of the Work terminated; and (5) place no further subcontracts or orders, except as necessary to complete the continued portion of the Contract.

C. In case of such termination for Sites Authority's convenience, CMAR shall be entitled to receive payment for Construction Services actually completed by CMAR in conformity with the Contract prior to CMAR's receipt of Sites Authority's notice of termination and costs incurred by reason of such termination. Any documentation substantiating costs incurred by CMAR solely as a result of Sites Authority's exercise of its right to terminate the Contract pursuant to this clause, which costs CMAR is authorized under the Contract documents to incur, shall: (1) be submitted to and received by Sites Authority no later than 30 Days after the effective date of the notice of termination; (2) describe the costs incurred with particularity; and (3) be conspicuously identified as "Termination Costs occasioned by Sites Authority's Termination of Construction Services for Convenience." If Sites Authority rejects any costs, CMAR shall be deemed to waive the rejected costs unless CMAR files a claim within thirty (30) Days of the rejection pursuant to the dispute resolution procedures in these General Conditions.

D. CMAR shall be entitled to receive only the amounts payable under this Article, and CMAR specifically waives any claim for any other amounts or damages, including, but not limited to, any claim for consequential damages or lost profits. The provisions in this Article are in addition to and not in limitation of any other rights or remedies available to Sites Authority.

E. Termination of the Contract shall not relieve surety of its obligation for any just claims arising out of or relating to the Work performed.

F. Notwithstanding any other provision of this Article, when immediate action is necessary to protect life and safety or to reduce significant exposure or liability, Sites Authority may immediately order CMAR to cease Construction Services on the Project until such safety or liability issues are addressed to the satisfaction of Sites Authority or the Contract is terminated.

G. If Sites Authority terminates CMAR for cause, and it is later determined that the termination was wrongful, such default termination shall automatically be converted to and treated as a termination for convenience. In such event, CMAR shall be entitled to receive only the amounts payable under this Article, and CMAR

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specifically waives any claim for any other amounts or damages, including, but not limited to, any claim for consequential damages or lost profits.

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ARTICLE 14~~ARTICLE 14~~ - MEASUREMENT; PAYMENT

14.1 Payment of Compensation for Preconstruction Services.

A. Phase 1 Pricing. Sites Authority shall pay CMAR the Phase 1 Pricing in the manner and subject to the terms and conditions set forth in the Contract. CMAR agrees that the Phase 1 Pricing, when earned, shall be CMAR's entire compensation and reimbursement for the performance of Preconstruction Services, inclusive of all costs, expenses and disbursements paid or incurred by CMAR, as well as all overhead, administration, risk and profit, subject to adjustment in the Contract Documents. For each Task Order, CMAR shall provide a schedule of values for the Preconstruction Services and prepared in such a form and supported by such data to substantiate its accuracy as Sites Authority may require.

B. Invoicing. CMAR shall submit based on the schedule of values a monthly itemized statement of Preconstruction Services charges and expenses to Sites Authority on the fifth (5th) day of each month. The itemized statement shall reflect the hours spent, or scope of work performed, by CMAR in performing its Preconstruction Services, and, if applicable, the statements shall reflect expenses and materials, and the hourly charges shall not exceed the rates set forth in the Contract Documents. The itemized statement shall show the days and hours worked each workday CMAR performs Preconstruction Services for the previous month.

C. Payment. Payment for the Preconstruction Services shall be made for all undisputed amounts in monthly installment payments within thirty (30) Days after CMAR submits an itemized statement to Sites Authority for Preconstruction Services actually completed by CMAR. Payment shall not constitute acceptance of any Preconstruction Services completed by CMAR.

D. Payment Disputes. Nothing contained in the Contract shall require Sites Authority to pay for any Preconstruction Services which are not performed in accordance with the terms and conditions of the Contract. If Sites Authority disputes in good faith any payment request for Preconstruction Services, Sites Authority shall pay all undisputed amounts when due but may withhold payment of the disputed amount, and shall provide CMAR with a written objection indicating the amount being disputed and the reasons then known to Sites Authority for the dispute. In the event that CMAR disputes any amounts offset by Sites Authority, it shall provide Sites Authority with a written objection indicating the amount being disputed and the reasons then known to CMAR. If CMAR is unable to reach agreement with Sites Authority as to the payment dispute, CMAR may elect to initiate dispute resolution procedures in accordance with the Contract Documents.

14.2 Payment of Compensation for Construction Services.

A. Security for Money Withheld. Pursuant to Section 22300 of the California Public Contract Code, CMAR may request Sites Authority to make retention payments directly to an escrow agent or may substitute securities for any money withheld by Sites Authority to ensure performance under the Contract. At the request and expense of CMAR, securities equivalent to the amount withheld shall be deposited

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with Sites Authority or with a state or federally chartered bank as the escrow agent who shall return such securities to CMAR upon satisfactory completion of the Contract. Deposit of securities with an escrow agent shall be subject to a written agreement substantially in the form provided in Section 22300 of the California Public Contract Code.

B. Cost Breakdown in Schedule of Values. CMAR shall furnish on forms approved by Sites Authority within ten (10) Days of the Notice to Proceed for a Reservoir Work Package and prior to submitting its first application for payment, a schedule of values allocating the entire RGMP to the various portions of the Work and prepared in such a form and supported by such data to substantiate its accuracy as the Sites Authority's Representative may require. This schedule of values, unless objected to by the Sites Authority's Representative, shall be used as a basis for reviewing CMAR's applications for payment. Sites Authority will not issue any payment until it receives and accepts the schedule of values. CMAR shall submit a separate schedule of values and application for payment for each Reservoir Work Package.

C. Progress Estimates and Payment.

1. Application for Payment Submittal. By the tenth (10th) Day of the following calendar month, CMAR shall submit to Sites Authority's Representative on forms approved by Sites Authority a written payment request for payment of the Work in the Reservoir Work Package Amendment, together with such supporting data as Sites Authority may request, which shall set forth in detail the value of the Work done for the period beginning with the date Work was first commenced and ending on the end of the calendar month for which the payment request is prepared. CMAR shall include any amount earned for authorized Change Orders. CMAR shall certify under penalty of perjury, that all cost breakdowns and periodic estimates accurately reflect the Work performed pursuant to the Reservoir Work Package Amendment.

2. Application for Payment Contents. CMAR shall submit with each application for payment:

   a. An invoice that includes, without limitation, the total RGMP, total of additive and deductive Change Orders, total retention, and total Reservoir Package GMP;

   b. A current schedule of values;

   c. An updated CPM Schedule for the Work; and

   d. Conditional and unconditional release of liens from Subcontractors and Suppliers.

3. Schedule of Values. Each application for payment shall be based on the most recent schedule of values submitted by CMAR in accordance with the Contract Documents. Applications for payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the application

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for payment. The percentage of completion shall be the percentage of that portion of the Work which CMAR has actually been completed.

4. Open Book Basis. CMAR acknowledges that each RGMP is to be administered on an Open Book Basis relative to the costs of the Work. The payment request shall be supported by such data substantiating CMAR's right to payment as Sites Authority may require including but not limited to payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, Subcontractor payment requests submitted to CMAR, documentation supporting the Subcontractor's payment requests, and any other evidence or documentation required by Sites Authority.

5. Retention. From the total thus computed, a deduction shall be made in the amount of **five percent (5%)** for retention, except where Sites Authority has adopted a finding that the Work done under the Contract is substantially complex, and then the amount withheld as retention shall be the percentage specified in the Special Conditions. The amount computed, less the amount withheld for retention and any amounts withheld as set forth below, shall be the amount of CMAR's payment request.

6. Withholdings. Sites Authority may withhold a sufficient amount or amounts of any payment or payments otherwise due to CMAR, as in its judgment may be necessary to cover:

    a. Payments which may be past due and payable for just claims against CMAR or any Subcontractors for labor or materials furnished in and about the performance of Work on the Project under the Contract.

    b. Defective Work not remedied.

    c. Failure of CMAR to make proper payments to Subcontractors, Suppliers or for labor.

    d. Completion of the applicable Reservoir Work Package if there is a reasonable doubt that the Work can be completed for the balance then unpaid.

    e. Damage to another contractor or a third party.

    f. Amounts which may be due Sites Authority for claims against CMAR.

    g. Failure of CMAR to keep the Record Drawings up to date.

    h. Failure to provide an updated CPM Schedule as required herein.

    i. Site cleanup.

    j. Failure to comply with Contract Documents.

    k. Liquidated damages.

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l. Legally permitted penalties.

7. Sites Authority may apply such withheld amount or amounts to payment of such claims or obligations at its discretion with the exception of subsections (6)(a), (c), and (e) of this Article, which must be retained or applied in accordance with Applicable Law. In so doing, Sites Authority shall be deemed the agent of CMAR and any payment so made by Sites Authority shall be considered as a payment made under contract by Sites Authority to CMAR and Sites Authority shall not be liable to CMAR for such payments made in good faith. Such payments may be made without prior judicial determination of claim or obligations. Sites Authority will render CMAR a proper accounting of such funds disbursed on behalf of CMAR.

8. Upon receipt of an application for payment from CMAR, Sites Authority's Representative shall review the payment request to determine whether it is undisputed and suitable for payment. If the payment request is determined to be unsuitable for payment, it shall be returned to CMAR as soon as practicable but not later than seven (7) Days after receipt, accompanied by a document setting forth in writing the reasons why the payment request is not proper. Sites Authority will make the progress payment within 30 Days after the receipt of an undisputed and properly submitted payment request from CMAR, provided that a release of liens and claims has been received from CMAR pursuant to Civil Code section 8132.

9. Sites Authority shall have the right to adjust any estimate of quantity and to subsequently correct any error made in any estimate for payment.

14.3 Payments to Subcontractors.

A. CMAR shall develop and implement procedures for submittal of applications for progress payments to CMAR by Subcontractors in accordance with these General Conditions and the review, processing and disbursement of progress payments to Subcontractors, along with associated forms and reporting systems. CMAR shall disburse progress payments due each Subcontractor within ten (10) Days of CMAR's receipt of payment from Sites Authority, except to the extent that CMAR's payment of such amount or any portion thereof is subject to withholdings for a stop payment notice, prevailing wage rate violations or other withholdings of payment(s) due Subcontractors under the terms of the subcontracts or by operation of law. CMAR shall indemnify Sites Authority against any and all claims arising from or related to the failure of CMAR to comply with the prompt payment requirements under the Public Contract Code.

14.4 Final Acceptance and Payment.

A. Following Substantial Completion, CMAR shall submit to Sites Authority a detailed Project accounting as detailed in the Contract Documents.

B. Unless CMAR advises Sites Authority in writing prior to acceptance of the final five percent (5%) or the percentage specified in the Contract Documents where Sites Authority has adopted a finding of completion, or the return of securities held as described herein, said acceptance shall operate as a release to Sites Authority of all

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claims and all liability to CMAR for all things done or furnished in connection with this Work and for every act of negligence of Sites Authority and for all other claims relating to or arising out of this Work. If CMAR advises Sites Authority in writing prior to acceptance of final payment or return of the securities that there is a dispute regarding the amount due CMAR, Sites Authority may pay the undisputed amount contingent upon CMAR furnishing a release of all undisputed claims against Sites Authority with the disputed claims in stated amounts being specifically excluded by CMAR from the operation of the release. No payments, however, final or otherwise, shall operate to release CMAR or its sureties from the faithful Performance Bond, Payment Bond, or from any other obligation under the Contract.

C. In case of termination of the Contract for cause any unpaid balance shall be and become the sole and absolute property of Sites Authority to the extent necessary to repay Sites Authority any excess in the cost of the Work above the RGMP.

D. Final payment of the five percent (5%) retention shall be made no later than 60 Days after the date of Substantial Completion, provided that a release of liens and claims has been received from CMAR pursuant to Civil Code section 8136. In the event of a dispute between Sites Authority and CMAR, Sites Authority may withhold from the final payment an amount not to exceed 150% of the disputed amount.

E. Within ten (10) Days from the time that all or any portion of the retention proceeds are received by CMAR, CMAR shall pay each of its Subcontractors from whom retention has been withheld each Subcontractor's share of the retention received. However, if a retention payment received by CMAR is specifically designated for a particular Subcontractor, payment of the retention shall be made to the designated Subcontractor if the payment is consistent with the terms of the subcontract.

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ARTICLE 15~~ARTICLE 15~~ - MISCELLANEOUS CONTRACT PROVISIONS

15.1 Patents.

A. CMAR shall hold and save Sites Authority, officials, officers, employees, and authorized volunteers harmless from liability of any nature or kind of claim therefrom including costs and expenses for or on account of any patented or unpatented invention, article or appliance manufactured, furnished or used by CMAR in the performance of this Contract.

15.2 Separate Contracts.

A. CMAR understands that this is not an exclusive contract and that Sites Authority shall have the right to negotiate with and enter into separate contracts with others providing the same or similar services as those provided by CMAR as Sites Authority desires.

15.3 Document Retention & Examination.

A. In accordance with Government Code section 8546.7, records of both Sites Authority and CMAR shall be subject to examination and audit by the State Auditor General for a period of three (3) years after final payment. CMAR shall make available to Sites Authority any of CMAR's other documents related to the Project immediately upon request of Sites Authority. In addition to the State Auditor rights above, Sites Authority shall have the right to examine and audit all books, estimates, records, contracts, documents, bid documents, subcontracts, and other data of CMAR (including computations and projections) related to negotiating, pricing, or performing the modification in order to evaluate the accuracy and completeness of the cost or pricing data at no additional cost to Sites Authority, for a period of ten (10) years after final payment.

15.4 Notice.

A. All notices shall be in writing and either served by personal delivery or mailed to the other Party. Written notice to CMAR shall be addressed to CMAR's principal place of business unless CMAR designates another address in writing for service of notice. Notice to Sites Authority shall be addressed to Sites Authority as designated in the Contract unless Sites Authority designates another address in writing for service of notice. Notice shall be effective upon receipt or five (5) Days after being sent by first class mail, whichever is earlier. Notice given by facsimile shall not be effective unless acknowledged in writing by the receiving party.

15.5 Notice of Third Party Claims.

A. Pursuant to Public Contract Code section 9201, Sites Authority shall provide CMAR with timely notification of the receipt of any third-party claims relating to the Contract. Sites Authority is entitled to recover reasonable costs incurred in providing such notification.

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15.6 State License Board Notice.

A. Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four (4) years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within ten (10) years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

15.7 Assignment of Contract.

A. CMAR shall not assign, transfer, convey, sublet or otherwise dispose of the rights or title of interest of any or all of the Contract without the prior written consent of Sites Authority, which may be unreasonably withheld. Any assignment or change of CMAR's name of legal entity without the written consent of Sites Authority shall be void. Any assignment of money due or to become due under the Contract shall be subject to a prior lien for services rendered or material supplied for performance of Work called for under the Contract Documents in favor of all persons, firms, or corporations rendering such services or supplying such materials to the extent that claims are filed pursuant to the Civil Code, the Code of Civil Procedure or the Government Code. Sites Authority may assign, transfer, or convey its rights, title, and interests of any or all of the Contract.

15.8 Change In Name And Nature Of CMAR's Legal Entity.

A. Should a change be contemplated in the name or nature of CMAR's legal entity, CMAR shall first notify Sites Authority in order that proper steps may be taken to have the change reflected on the Contract and all related documents. No change of CMAR's name or nature will affect Sites Authority's rights under the Contract, including but not limited to the Performance Bonds and Payment Bonds.

15.9 Prohibited Interests.

A. No Sites Authority official or representative who is authorized in such capacity and on behalf of Sites Authority to negotiate, supervise, make, accept, or approve, or to take part in negotiating, supervising, making, accepting or approving any engineering, inspection, construction or material supply contract or any subcontract in connection with construction of the Project, shall be or become directly or indirectly interested financially in the Contract. CMAR warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Contract.

15.10 Controlling Law.

A. Notwithstanding any subcontract or other contract with any Subcontractor, Supplier, or other person or organization performing any part of the Work, this Contract shall be governed by the law of the State of California excluding any choice of law provisions.

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15.11 Jurisdiction; Venue.

A. CMAR and any Subcontractor, Supplier, or other person or organization performing any part of the Work agrees that any action or suits at law or in equity arising out of or related to the bidding, award, or performance of the Work shall be maintained in the Superior Court of Colusa County, California, and expressly consent to the jurisdiction of said court, regardless of residence or domicile, and agree that said court shall be a proper venue for any such action.

15.12 Cumulative Remedies.

A. The duties and obligations imposed by these Contract Documents and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Applicable Laws, by special warranty or guarantee, or by other provisions of the Contract Documents. The provisions of this Article will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

15.13 Survival of Obligations.

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the Services of CMAR.

15.14 Severability.

A. If any provision of this Contract is found by a court of competent jurisdiction to be void, invalid or unenforceable, then the Parties agree that such invalidity or unenforceability shall have no effect whatsoever on the balance of this Contract.

15.15 Headings.

A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

15.16 Assignment of Antitrust Actions.

A. In accordance with §7103.5(b) of the California Public Contract Code, CMAR and Subcontractors must conform to the following requirements:

1. In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, CMAR or Subcontractor offer and agree to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under §4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with §16700) of Part 2 of Division 7 of the Business and Professions Code) arising

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from purchases of goods, services, or materials pursuant to the public works contract or the subcontract.

2. This assignment must be made and become effective at the time the awarding body tenders to CMAR, without further acknowledgment by the parties.

15.17 Other Legal Provisions.

A. Notices. CMAR shall give all notices and comply with Applicable Laws bearing on conduct of Work as indicated and specified by their terms. References to specific laws, rules or regulations in this Contract are for reference purposes only, and shall not limit or affect the applicability of provisions not specifically mentioned. If CMAR observes that Design Documents are at variance therewith, CMAR shall promptly notify Sites Authority in writing and any necessary changes shall be adjusted as provided for in the Contract for changes in Work. If CMAR performs any Work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to Sites Authority, CMAR shall bear all costs arising therefrom.

B. ADA. CMAR shall be responsible for familiarity with the Americans with Disabilities Act ("ADA") (42 U.S.C. § 12101 et seq.). The Work will be performed in compliance with ADA laws, rules and regulations. CMAR shall comply with the Historic Building Code, including, but not limited to, as it relates to the ADA, whenever applicable.

C. Mined Material. CMAR acknowledges and understands that, pursuant to Public Contract Code section 20676, sellers of "mined material" must be on an approved list of sellers published pursuant to Public Resources Code section 2717(b) in order to supply mined material for this Contract.

D. Other Laws. All provisions of law required to be inserted in the Contract or Contract Documents pursuant to any Applicable Laws shall be and are inserted herein. If through mistake, neglect, oversight, or otherwise, any such provision is not herein inserted or inserted in improper form, upon the application of either party, the Contract or Contract Documents shall be changed by Sites Authority, at no increase in the RGMP or extension of Contract Time, so as to strictly comply with the Applicable Laws and without prejudice to the rights of either party hereunder.

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ATTACHMENT 3
SPECIAL CONDITIONS

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ARTICLE 1~~ARTICLE 1~~
- MODIFICATIONS TO GENERAL CONDITIONS
COST OF CONSTRUCTION WORK

1.1 Construction Services Performed by CMAR and Key Subcontractors.

A. CMAR and Key Subcontractors shall perform Work on the Project accounting to at least 40% percent of the Reservoir Package GMP, but not more than 80% percent of the Reservoir Package GMP.

B. Construction Services Performed by CMAR and Key Subcontractors Generally.

1. CMAR and Key Subcontractors are entitled to perform the following Construction Services:

a. [INSERT]

b. [INSERT]

c. [INSERT]

~~**1.2 CMAR's Fee.**~~

~~A. CMAR's Self-Performance Fee. CMAR's Self-Performance Fee shall be [INSERT AMOUNT].~~

~~B. CMAR's Subcontractor Fee. CMAR's Subcontractor Fee shall be [INSERT AMOUNT].~~

1.2 ~~1.3~~ Key Subcontractors.

A. CMAR has been selected to complete the Project in part because of the experience, expertise, training, education, and skill of Key Subcontractors listed in CMAR's SOQ or CMAR's RFP Proposal. Key Subcontractors shall perform the Work listed in CMAR's SOQ or CMAR's RFP Proposal. The following are CMAR's Key Subcontractors:

Key Subcontractor Name	Scope of Work

~~B. Key Subcontractor's Fee. Key Subcontractor's Fee shall be [INSERT AMOUNT].~~

1.3 ~~1.4~~ Convert RGMP to Lump Sum Price.

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A. At Sites Authority's discretion, an RGMP may be converted to a Lump Sum Price with a negotiated discount. If an RGMP is converted to a Lump Sum Price and to the extent possible, the Reservoir Work Package Amendment shall describe what is included in the Lump Sum Price. To the extent that an RGMP is converted to a Lump Sum Price, all references to RGMP within the Contract Documents shall apply equally to the converted Lump Sum Price except as clearly and expressly indicated in any document effectuating the conversion.

~~**1.5 Sites Authority Contingency.**~~

~~A. Sites Authority Contingency shall be for the sole use of Sites Authority in its absolute discretion and is not included in an RGMP. Sites Authority Contingency may be used for any changes directed by Sites Authority, including but not limited to, Change Orders, or any other use proposed by Sites Authority. If CMAR desires to utilize Sites Authority Contingency, CMAR must submit to Sites Authority a written request for CMAR's use of Sites Authority Contingency, which is subject to review and approval by Sites Authority in its sole and absolute discretion.~~

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ARTICLE 2~~ARTICLE 2~~
- MODIFICATIONS TO GENERAL CONDITIONS
CMAR RESPONSIBILITIES

2.1 CMAR's Representative.

A. CMAR hereby designates [***INSERT NAME***], or his or her designee, to act as CMAR's Representative. CMAR's Representative shall have full authority to represent and act on behalf of CMAR for all purposes under the Contract. CMAR's Representative shall supervise and direct all work on the Project, using his or her best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work pursuant to this Contract. CMAR may designate new and/or different individuals to act as CMAR's Representative from time to time upon written notice to the Sites Authority and the express written consent of Sites Authority, which such consent may be withheld by Sites Authority. If, for whatever reason, CMAR's Representative is replaced and this section is not revised, or no such representative is designated, CMAR's Representative shall be read as applying to CMAR.

2.2 Sites Authority's Representative.

A. Sites Authority hereby designates [***INSERT NAME***] or his or her designee, as the person to act as Sites Authority's Representative. Sites Authority's Representative shall be authorized to act as liaison between Sites Authority and CMAR in the administration of the Contract and all work on the Project. Sites Authority's Representative shall have the power to act on behalf of Sites Authority for all purposes under the Contract. Sites Authority may designate new and/or different individuals to act as Sites Authority's Representative from time to time upon written notice to CMAR. If, for whatever reason, Sites Authority's Representative is replaced and this section is not revised, or no such representative is designated, Sites Authority's Representative shall be read as applying to Sites Authority.

2.3 Designated Key Personnel.

A. CMAR has been selected to complete the Project in part because of the experience, expertise, training, education and skill of key individuals. The Key Personnel shall perform the roles and responsibilities of the applicable title. The following individuals are CMAR's Key Personnel, none of whom can be replaced unless approved by Sites Authority as provided herein: [ADJUST AS NECESSARY CONSISTENT WITH KEY PERSONNEL REQUIRED IN THE RFQ/RFP AND/OR SOQ/PROPOSAL]

Key Personnel Role	Key Personnel Name
Project Director	
Project Manager	
Cost Estimator	
Superintendent	
Quality Assurance Manager	
Pre-construction Manager	

Public Outreach Manager	_____
Safety Manager	_____
Project Controls Lead (Scheduler and Lead Cost Estimator	_____
[Environmental Mitigation Manager]	
Environmental Compliance Manager	

2.4 Removal of Key Personnel.

A. CMAR acknowledges the quality and qualifications of the Key Personnel were important and material factors in Sites Authority's selection of CMAR for the Project. CMAR and Sites Authority agree that the services of the Key Personnel are a material term of the Contract Documents. CMAR will not remove any of its Key Personnel from their respective role on this Project without the express written consent of Sites Authority. If, for any reason except for death, disability, or voluntary departure by person from employment, an individual identified as Key Personnel ceases to perform the duties of a Key Personnel, Sites Authority may terminate the Contract for material breach by CMAR.

2.5 Replacing Key Personnel.

A. Any Key Personnel change shall be proposed to Sites Authority with reasonable advance notice for its review and approval. Upon written notice by Sites Authority to CMAR, CMAR shall replace Key Personnel within 60 Days if Key Personnel fails to perform to the sole satisfaction of Sites Authority. Any replacement of Key Personnel shall meet the qualifications in the RFQ for the applicable role and Sites Authority shall have the sole discretion to determine whether the Key Personnel replacement is qualified. If the Key Personnel replacement is not qualified, as determined in the sole discretion of Sites Authority, CMAR shall propose a new Key Personnel replacement to Sites Authority. CMAR shall be responsible for any and all costs related to replacing any Key Personnel, including any costs to acquaint themselves with the Project. Key Personnel for any Key Subcontractor are subject to all conditions in these Contract Documents.

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ARTICLE 3~~ARTICLE 3~~
- MODIFICATIONS TO GENERAL CONDITIONS
MEASUREMENT; PAYMENT

3.1 Project Retention.

[NEED TO UPDATE DEPENDING ON BOARD ACTION REGARDING RETENTION]

A. Substantially Complex Project. Sites Authority has adopted a finding that the Project is substantially complex because [EXPLAIN BASIS FOR FINDING]. This enables Sites Authority to withhold more than five percent (5%) retention on the Contract. The retention on the Project shall be [INSERT AMOUNT] of the Reservoir Package GMP.

B. Retention Payment to Certain Subcontractors. Notwithstanding anything in the Contract Documents, CMAR shall make final payment of retention due to Subcontractors, with a subcontract of less than $2 million, no later than 60 Days after the date of Reservoir Work Package Completion for the applicable Reservoir Work Package. Each RGMP shall include a retention allowance to facilitate CMAR making final payment to such Subcontractors. The retention allowance shall be funded by retention withheld from CMAR. The balance of the retention allowance will be released to CMAR with the release of retention for the Project after Substantial Completion of the Reservoir Package as described in the General Conditions.

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ARTICLE 4~~ARTICLE 4~~
- PROJECT SPECIFIC REQUIREMENTS

4.1 Allocation of Local Taxes.

A. To the full extent permitted by law, it is the intent of Sites Authority to require CMAR to participate in jobsite sub-permit reporting through the California Department of Tax and Fee Administration ("CDTFA") to maximize local taxes collected on behalf of the counties for work on the Project occurring within each county. CMAR will work cooperatively with Sites Authority to implement these requirements.

B. In accordance with all relevant State laws and CDTFA regulations, CMAR shall prior to commencement of any construction activity on the Project, (a) obtain all necessary sales/use tax jobsite sub-permit(s) from CDTFA; (b) comply with all associated reporting requirements; and (c) otherwise designate a location on the Project as the place of use of materials and/or sale of fixtures used in the construction of the Project. Such designation shall be with the objective of having the full local tax portion of the sales/use tax distributed directly to the applicable jurisdiction of the jobsite. CMAR shall prior to commencement of any construction activity on the Project provide Sites Authority with either a copy of its sub-permit that shows its CDTFA account number or a signed statement that sales and use tax does not apply to its portion of the Project. Furthermore, CMAR shall require all Subcontractors, Suppliers, and other entities providing materials and/or fixtures in connection with the Project with a contract valued at $5,000,000 or more to comply with the aforementioned requirements, so as to assist Sites Authority in optimizing its local tax revenue allowable under California law.

C. To assist Sites Authority in its efforts and ensure that the full amount of such local sales/use tax is allocated to the applicable county, CMAR shall provide Sites Authority with a quarterly spreadsheet, which shall include a list of all Subcontractors and Suppliers with contracts in excess of $5,000,000, a description of all applicable work, and the dollar value of such subcontracts. Sites Authority may use the information provided to contact each Subcontractor or Supplier to determine who may qualify for a jobsite sub-permit through CDTFA to allocate the local tax to the jurisdiction of the jobsite. Sites Authority may also use the information to contact each Subcontractor or Supplier to determine if qualifying sales of $500,000 or more subject to use tax are properly directly allocated to the place of use when applicable.

D. Upon request of Sites Authority, CMAR and all Subcontractors, Suppliers, and other entities providing materials and/or fixtures in connection with the Project will make purchase records available for review by Sites Authority, or its agents, to verify that allocation of all eligible sales and use tax payments are recorded in accordance with this provision.

E. In accordance with the General Conditions and payment of compensation for Construction Services, Sites Authority may withhold a sufficient amount or amounts of any payment or payments otherwise due to CMAR, as in its judgment may be necessary to cover CMAR's failure to comply with this Article.

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4.2 Escalation.

A. During the Preconstruction Phase, CMAR shall identify materials and/or equipment incorporated into the Project that may be subject to significant price escalation during the Project and provide ways, such as Early Purchase Items, to mitigate such escalation. If CMAR identifies certain materials and/or equipment required in a Reservoir Work Package that may be subject to significant price escalation during the work, CMAR may request a material escalation clause in an RGMP for that Reservoir Work Package. Sites Authority will evaluate whether or not a material escalation clause is appropriate for a Reservoir Work Package by evaluating such things as the Contract Time for the Work, whether the market for the materials and/or equipment is historically volatile and subject to sudden price increases, and Sites Authority's tolerance for taking on escalation risk for the identified materials and/or equipment. If Sites Authority decides, in its sole discretion, that a material price escalation provision is appropriate for the Reservoir Work Package, Sites Authority and CMAR will negotiate such a provision as part of the RGMP. The material price escalation provision will include, among other things, certain conditions that CMAR would have to demonstrate to receive escalation costs from Sites Authority. In the event the Parties enter into a material price escalation provision for a Reservoir Work Package, the provision shall also address decreases in material and/or equipment costs.

4.3 Limitations on Liability.

A. CMAR's aggregate liability to Sites Authority with respect to damages arising out of the performance or unexcused non-performance of any Work performed on the Project shall not exceed [INSERT AMOUNT] of the Reservoir Package GMP for the entire Project. This limitation on liability shall not affect the CMAR's obligation to provide insurance pursuant to the Contract Documents. This limitation of liability excludes:

1. Defense and indemnification obligations required of the CMAR;

2. Costs, liabilities, damages, or obligations arising from the gross negligence, reckless conduct, willful acts or omissions, intentional misconduct, fraud, illegal, or unlawful acts, willful injury to person or property, or violation of Applicable Law, whether based on contract, tort (including negligence), strict liability, or any other legal theory, by the CMAR or any of its employees, consultants, Subcontractors, or Suppliers, or anyone working directly or indirectly for whom such parties may be liable;

3. Fines, penalties, and other charges assessed by applicable governmental authorities, which are attributable to CMAR;

4. Claims covered by insurance required of the CMAR by the Contract Documents to the extent there are insurance proceeds available;

5. Liquidated damages;

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6. CMAR's liability for damages expressly provided for in the Contract Documents, including without limitation statutory damages imposed by the Sites Authority or damages imposed by third parties with jurisdiction over the Project; and

7. CMAR's warranties and guarantees under the Contract Documents, including, but not limited to, latent construction defects.

4.4 Waiver of Consequential Damages.

A. Under no circumstances shall Sites Authority be liable to CMAR for any indirect, incidental, consequential, exemplary, punitive or special damages arising from performing or failing to perform any obligation under this Contract, whether such liability arises in contract (including breach, express or implied warranty, or indemnity), tort (including fault, negligence or strict liability), or otherwise, including, but not limited to, any loss of profits, loss of bonding capacity, loss of other contracts, loss of revenue or of overhead, loss of opportunity or goodwill.

B. CMAR shall have no liability to Sites Authority for any type of special, consequential or incidental damages arising out of or connected with CMAR's performance of the Work in excess of [INSERT AMOUNT]. This limit of liability applies under all circumstances including, but not limited to, the breach, completion, termination, suspension or cancellation of the Work under this Contract, and negligence or strict liability of CMAR.

C. This limit of liability shall not, however, apply to, limit or preclude recovery of all damages, regardless of the nature of those damages, related to:

1. CMAR's obligation to pay liquidated damages as set forth in the Contract Documents.

2. Damages caused by CMAR's gross negligence, reckless conduct, willful acts or omissions, fraud or illegal or unlawful acts.

3. CMAR's obligations to indemnify and defend the Sites Authority and other indemnified parties as set forth in the General Conditions.

4. CMAR's liability for any type of damage to the extent such damage is covered and paid by insurance required to be provided by or for CMAR as specified in the Contract Documents.

5. Personal injury or death occurring during performance of the Work.

6. Punitive or treble damages.

7. CMAR's liability for damages expressly provided for in the Contract Documents, including without limitation statutory damages imposed by the Sites Authority or damages imposed by third parties with jurisdiction over the Project.

8. CMAR's warranties and guarantees under the Contract Documents, including, but not limited to, latent construction defects, along with any resulting damage.

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ATTACHMENT 4
CONSTRUCTION MANAGER'S COST PROPOSAL FORM

[attached behind]

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ATTACHMENT 5
SAMPLE TASK ORDER FOR PRECONSTRUCTION SERVICES FORM

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TASK ORDER FOR PRECONSTRUCTION SERVICES

Task Order No. __

Project: [INSERT PROJECT] **Contract**: **[INSERT NAME]**	**Date of Contract**: **[INSERT DATE]** **Task Order Effective Date: [INSERT DATE]**

This Task Order is made in accordance with and subject to the terms and conditions set forth in the Contract entered into by and between the Sites Project Authority ("Sites Authority") and [INSERT NAME] ("CMAR") for the Project. Capitalized terms not defined in this Task Order shall have meaning given to them in the Contract.

1. DESCRIPTION OF PRECONSTRUCTION SERVICES.

CMAR is hereby authorized to perform the Preconstruction Services, subject to the provisions of the Contract Documents and this Task Order, identified in Exhibit "A" to this Task Order and incorporated herein by reference (the "Task Order No. __ Services").

2. SCHEDULE OF SERVICES.

The Task Order No. __ Services are to be completed by [INSERT DATE], subject to an extension of time as provided in the Contract Documents.

3. COMPENSATION.

Sites Authority shall pay CMAR a total not to exceed amount of [***INSERT AMOUNT***] for performance of the Task Order No. __ Services based on the work satisfactorily performed and approved by Sites Authority pursuant to the Contract Documents ("Task Order No. __ Services Fee"). The basis for the Task Order No. __ Services Fee is further detailed in Exhibit "B" to this Task Order and incorporated herein by reference.

CMAR hereby agrees that it will provide all equipment, furnish all materials, and perform all services for the Task Order No. __ Services in accordance with the Contract Documents and will accept as full payment therefore the Task Order No. __ Services Fee.

4. INCORPORATION.

This Task Order is subject to all terms and conditions of the Contract Documents. This Task Order and the exhibits hereto are hereby incorporated into the Contract as though fully set forth therein.

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SIGNATURE PAGE TO TASK ORDER NO. __ BY AND BETWEEN SITES PROJECT AUTHORITY AND [*INSERT***]**

IN WITNESS WHEREOF, the Parties hereby execute this Task Order No. __ as of the Task Order Effective Date.

SITES PROJECT AUTHORITY

By:_____
[INSERT NAME]
[INSERT TITLE]

ATTEST:

By: _____
[INSERT NAME]

APPROVED AS TO FORM:

By: _____
[INSERT NAME]

[***INSERT NAME OF CMAR***]

[IF CORPORATION, TWO SIGNATURES, PRESIDENT **OR** VICE PRESIDENT **AND** SECRETARY **OR** TREASURER **REQUIRED**]

By:_____

Its:_____

Printed Name:_____

[DELETE THE FOLLOWING SIGNATURE LINE IF NOT **REQUIRED**]

By:_____

Its:_____

Printed Name:_____

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EXHIBIT "A"

TASK ORDER SCOPE OF PRECONSTRUCTION SERVICES

[INSERT]

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EXHIBIT "B"

TASK ORDER COMPENSATION

[INSERT]

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ATTACHMENT 6
SAMPLE RESERVOIR WORK PACKAGE AMENDMENT

[WILL INSERT AT LATER DATE]

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ATTACHMENT 7
PERFORMANCE BOND; PAYMENT BOND

[Begins on the Following Page]

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PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, Sites Project Authority ("Sites Authority") has awarded to [***INSERT NAME***], ("CMAR") an agreement to construct the Sites Project Reservoir Package (hereinafter referred to as the "Project").

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

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

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

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

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

The obligations of Surety hereunder shall continue so long as any obligation of CMAR remains. Nothing herein shall limit Sites Authority's rights or CMAR or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

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

(1) Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or

(2) Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a Contract between such Bidder, the Surety and Sites Authority, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the Reservoir Package GMP, including other costs and damages for which Surety may be liable. The term "balance of the Reservoir Package GMP" as used in this paragraph shall mean the total amount payable to CMAR by Sites Authority under the Contract and any modification thereto, less any amount previously paid by Sites Authority to CMAR and any other set offs pursuant to the Contract Documents.

(3) Permit Sites Authority to complete the Project in any manner consistent with California law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the Reservoir Package GMP, including other costs and damages for which Surety may be liable. The term "balance of the RGMP" as used in this paragraph shall mean the total amount payable to CMAR by Sites Authority under the Contract and any modification thereto, less any amount previously paid by Sites Authority to CMAR and any other set offs pursuant to the Contract Documents.

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

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

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

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

_____
CMAR

By: _____
President

_____
Surety

By:_____
Attorney-in-Fact

The rate of premium on this bond is _____ per thousand. The total amount of premium charges, $_____.

(The above must be filled in by corporate attorney.)

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety) _____

_____

_____

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

_____

_____

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

NOTE: A copy of the Power-of-Attorney to local representatives of the bonding company must be attached hereto.

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Notary Acknowledgment

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

STATE OF CALIFORNIA
COUNTY OF _____
On _____, 20___, before me, _____, Notary Public, personally

appeared _____, who proved to me on the basis of satisfactory

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

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

WITNESS my hand and official seal.

Signature of Notary Public _____

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document

and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

_____
Title(s)

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

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

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title or Type of Document

_____
Number of Pages

_____
Date of Document

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_____	Signer(s) Other Than Named Above

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PAYMENT BOND (LABOR AND MATERIALS)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Sites Project Authority ("Sites Authority") has awarded to [***INSERT NAME***], ("Principal") a contract ("Contract") to construct the Sites Project Reservoir Package (hereinafter referred to as the "Project").

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

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

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

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

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

recovery of claimants otherwise entitled to recover under any such Contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of Contract between the owner or Sites Authority and original CMAR or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 9100 of the Civil Code, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned and the provisions of Sections 2819 and 2845 of the California Civil Code.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the _____ day of _____ 20_____ the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

(Corporate Seal of Principal, if corporation)

_____
Principal

By: _____
President

(Seal of Surety)

_____
Surety

By:_____
Attorney-in-Fact

(Attached Attorney-In-Fact Certificate and Required Acknowledgements)

NOTE: A copy of the Power-of-Attorney to local representatives of the bonding company must be attached hereto.

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Notary Acknowledgment

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

STATE OF CALIFORNIA
COUNTY OF _____
On _____, 20___, before me, _____, Notary Public, personally

appeared _____, who proved to me on the basis of satisfactory

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

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

WITNESS my hand and official seal.

Signature of Notary Public _____

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document

and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

_____
Title(s)

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

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

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title or Type of Document

_____
Number of Pages

_____
Date of Document

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_____	Signer(s) Other Than Named Above

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ATTACHMENT 8
CMAR CERTIFICATIONS FROM RFQ AND RFP

[Attached Behind]

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ATTACHMENT 9
FUNDING REQUIREMENTS

[Begins on the Following Page]

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GENERAL FUNDING REQUIREMENTS.

1.1 Summary.

A. Funding for this Contract has been provided in full or in part by grant funding from the United States Department of the Interior through the Bureau of Reclamation ("Reclamation").

B. The Financial Assistance Agreement between Sites Authority and Reclamation for the Sites Reservoir Project (R23AC00468) is incorporated into the Contract by reference and is on file at Sites Authority's principal office and will be made available to interested parties upon request.

C. [THIS WILL BE UPDATED ~~AGREEMENT IS REACH ON A FUNDING AGREEMENT~~PRIOR TO CONTRACT EXECUTION]Sites Authority anticipates receiving funding from the California Water Commission through the Water Quality, Supply, and Infrastructure Improvement Act of 2014 ("CWC Funding"). CMAR agrees to comply with all terms and conditions of CWC Funding.

D. CMAR acknowledges that Sites Authority is actively seeking additional funding to complete the Project and may continue seeking funding following commencement of the Project. CMAR shall cooperate in Sites Authority's efforts to obtain funding. To the extent any additional funding is acquired, CMAR agrees to comply with all terms and conditions of such funding.

1.2 Compliance Required.

A. CMAR shall comply, and assist Sites Authority in complying, with all duties, requirements, and obligations in and arising out of the Reclamation Financial Assistance Agreements and CWC Funding.

B. CMAR shall also comply with all applicable funding requirements including, but not limited to, the following, all of which are expressly incorporated herein by reference:

1. 2 CFR Subtitle A, Chapter II, Part 200 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards"

2. Federal Funding Requirements attached hereto as Exhibit "A"

3. Bureau of Reclamation Funding Requirements attached hereto as Exhibit "B"

4. Davis-Bacon Provisions attached hereto as Exhibit "C"

5. Davis-Bacon Rates attached hereto as Exhibit "D".

   a. The Davis-Bacon Rates can also be found at: https://sam.gov/wage-determination/CA20250007/9#wage-determination

C. Subcontracts, if any, shall contain a provision making them subject to all of the provisions stipulated in this Contract. With respect to any conflict between these Funding Requirement and the Contract Documents and/or the provisions of state law and except as otherwise required under federal law or regulation, the more stringent requirement shall control.

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EXHIBIT "A"
FEDERAL FUNDING REQUIREMENTS

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

1.1 Appendix II to Part 200 (A) - Remedies.

A. The Parties shall comply with the administrative, contractual, or legal remedies in the Contract Documents when CMAR violates or breaches the Contract terms and shall comply with the applicable sanctions and penalties as appropriate in the Contract Documents.

1.2 Appendix II to Part 200 (B) - Termination for Cause/Convenience.

A. The Parties shall comply with the termination for cause provision and the termination for convenience provision in the Contract Documents.

1.3 Appendix II to Part 200 (C) – Equal Employment Opportunity.

A. Since the Contract meets the definition of a "federal assisted construction contract" in 41 CFR § 60-1.3, CMAR agrees as follows during the performance of the Contract:

1. CMAR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. CMAR 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. CMAR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. CMAR will, in all solicitations or advertisements for employees placed by or on behalf of CMAR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

3. CMAR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation

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information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the CMAR's legal duty to furnish information.

4. CMAR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of CMAR's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. CMAR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

6. CMAR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

7. In the event of CMAR's noncompliance with the nondiscrimination clauses of Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and CMAR may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

8. CMAR will include the portion of the sentence immediately preceding paragraph (i) and the provisions of paragraphs (i) through (vii) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. CMAR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

B. Provided, however, that in the event CMAR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, CMAR may request the United States to enter into such litigation to protect the interests of the United States.

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C. Sites Authority further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if Sites Authority so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the Construction Contract.

D. Sites Authority agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of CMAR and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

E. Sites Authority further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, Sites Authority agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part the grant (contract, loan, insurance, guarantee) for this project; refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

1.4 Appendix II to Part 200 (D), (E) – Davis-Bacon Act; Contract Work Hours and Safety Standards Act:

A. CMAR shall comply with 40 U.S.C. 3141-3148 and 40 U.S.C. 3701-3708 (labor standards originally enacted as the Davis- Bacon Act, the Contract Work Hours and Safety Standards Act, the Copeland Anti-Kickback Act), which are included in this Contract Documents.

1.5 Appendix II to Part 200 (F) – Rights to Inventions Made Under a Contract or Agreement:

A. This provision is not applicable to the Contract..

1.6 Appendix II to Part 200 (G) – Clean Air Act and Federal Water Pollution Control Act:

A. CMAR shall comply with the following:

1. Pursuant to the Clean Air Act, (1) CMAR 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) CMAR agrees to report each violation to Sites Authority and understands and agrees that Sites Authority will, in turn, report each violation as required to assure notification to the Federal awarding agency and the appropriate Environmental Protection District Regional Office, and (3) CMAR agrees to include these requirements in each subcontract exceeding $150,000.

2. Pursuant to the Federal Water Pollution Control Act, (1) CMAR 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) CMAR agrees to report each violation to Sites Authority and understands and agrees that Sites Authority 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) CMAR agrees to include these requirements in each subcontract exceeding $150,000.

1.7 Appendix II to Part 200 (H) – Debarment and Suspension:

A. The Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such CMAR is required to verify that none of CMAR's 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).

B. CMAR 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.

C. This certification is a material representation of fact relied upon by Sites Authority. If it is later determined that CMAR 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 Sites Authority, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

D. CMAR agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C throughout the Contract. CMAR further agrees to include a provision requiring such compliance in its subcontracts.

E. CMAR warrants that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in any federal programs. CMAR also agrees to verify that all subcontractors performing work under the Contract are not debarred, disqualified, or otherwise prohibited from participation in accordance with the requirements above. CMAR further agrees to notify Sites Authority in writing immediately if CMAR or its subcontractors are not in compliance during the term of the Contract.

1.8 Appendix II to Part 200 (I) – Byrd Anti-Lobbying Act:

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A. 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.

1.9 Appendix II to Part 200 (J) – §200.323 Procurement of Recovered Materials:

A. CMAR 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.

B. In the performance of the Contract, CMAR 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.

C. 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.

D. CMAR also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

1.10 Appendix II to Part 200 (K) – §200.216 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment:

A. CMAR 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 Contract. 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).

1. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security

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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.

B. See Public Law 115-232, section 889 for additional information.

1.11 Appendix II to Part 200 (L) – §200.322 Domestic Preferences for Procurement:

A. CMAR 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.

B. For purposes of this section:

1. "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.

2. ''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.

1.12 2 C.F.R. § 200.321:

A. When subcontracting Work, CMAR shall be subject to 2 C.F.R. § 200.321 and will take affirmative steps to ensure that small businesses, minority businesses, women's business enterprises, and labor surplus area firms[1] are used when possible.

B. Affirmative steps shall include the following:

1. These business types are included on solicitation lists;

[1] If the Contract is funded by a Federal award issued to Sites Authority on or after October 1, 2024, these businesses types shall also include veteran-owned businesses.

2. These business types are solicited whenever they are deemed eligible as potential sources;

3. When economically feasible, dividing total requirements into smaller tasks or quantities to permit maximum participation by these business types;[2]

4. Establishing delivery schedules, where the requirement permits, that encourage participation by these business types; and

5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

C. CMAR shall submit evidence of compliance with the foregoing affirmative steps when requested by Sites Authority.

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[2] If the Contract is funded by a Federal award issued to Sites Authority on or after October 1, 2024, the sentence shall be replaced with the following: "Dividing procurement transactions into separate procurements to permit maximum participation by these business types."

EXHIBIT "B"
BUREAU OF RECLAMATION FUNDING REQUIREMENTS

COMPLIANCE WITH BUREAU OF RECLAMATION FUNDING REQUIREMENTS

CMAR shall comply with applicable funding requirement from the Reclamation Financial Assistance Agreement including, but not limited to, the following:

1.1 Inspection.

A. Reclamation has the right to inspect and evaluate the work performed or being performed under the Contract, and the premises where the work is being performed, at all reasonable times and in a manner that will not unduly delay the work. If Reclamation performs inspection or evaluation on the premises of CMAR, CMAR shall furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

1.2 Debarment and Suspension (2 CFR 1400).

A. The Department of the Interior regulations at 2 CFR 1400—Governmentwide Debarment and Suspension (Nonprocurement), which adopt the common rule for the governmentwide system of debarment and suspension for nonprocurement activities, are hereby incorporated by reference and made a part of this Contract. By entering into this Contract, Contactor agrees to comply with 2 CFR 1400, Subpart C, and agrees to include a similar term or condition in all subcontracts.

1.3 Drug Free Workplace (2 CFR 182 and 1401).

A. The Department of the Interior regulations at 2 CFR 1401—Governmentwide Requirements for Drug-Free Workplace (Financial Assistance), which adopt the portion of the Drug-Free Workplace Act of 1988 (41 U.S.C. 701 *et seq.*, as amended) applicable to grants and cooperative agreements, are hereby incorporated by reference and made a part of this Contract. By entering into the Contract, CMAR agrees to comply with 2 CFR 182.

1.4 Assurances and Certifications Incorporated by Reference.

A. CMAR shall comply with Title VI or the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and any program-specific statutes with anti-discrimination requirements. CMAR shall comply with civil rights laws including, but not limited to, the Fair Housing Act, the Fair Credit Reporting Act, the Americans with Disabilities Act, Title VII of the Civil Rights Act of 1964, the Equal Educational Opportunities Act, the Age Discrimination in Employment Act, and the Uniform Relocation Act.

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B. Such assurances also include, but are not limited to, the promise to comply with all applicable Federal statutes and orders relating to nondiscrimination in employment, assistance, and housing; the Hatch Act; Federal wage and hour laws and regulations and work place safety standards; Federal environmental laws and regulations and the Endangered Species Act; and Federal protection of rivers and waterways and historic and archeological preservation.

1.5 Covenant Against Contingent Fees.

A. CMAR warrants that no person or agency has been employed or retained to solicit or secure the Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide offices established and maintained by CMAR for the purpose of securing agreements or business. For breach or violation of this warranty, Sites Authority shall have the right to annul the Contract without liability or, in its discretion, to deduct from the Contract amount, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

1.6 Trafficking Victims Protection Act of 2000 (2 CFR 175.15).

A. You as CMAR, your employees, Subcontractors, and Subcontractors' employees may not engage in severe forms of trafficking in persons during the period of time that the Contract is in effect; procure a commercial sex act during the period of time that the Contract is in effect; or use forced labor in the performance of the Contract under the Contract.

B. For purposes of this Article:

1. "Employee" means either:

   a. An individual employed by CMAR who is engaged in the performance of the project; or

   b. Another person engaged in the performance of the project and not compensated by CMAR including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

3. "Private entity":

   a. Means any entity other than a state, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.

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b. Includes:

(i) A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).

(ii) A for-profit organization.

4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102)

1.7 New Restrictions on Lobbying (43 CFR 18)

A. CMAR agrees to comply with 43 CFR 18, New Restrictions on Lobbying, including the following certification:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of CMAR, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, and 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 amendment of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

3. CMAR shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

1.8 Prohibition on Text Messaging and Using Electronic Equipment Supplied by the Government While Driving.

A. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 1, 2009), CMAR must adopt and enforce policies that immediately ban text messaging while driving company-owned or rented vehicles, government-owned or leased vehicles, or while driving privately owned vehicles when on official government business or when performing any work for or on behalf of the government.

1.9 Recipient Employee Whistleblower Rights and Requirements to Inform Employees of Whistleblower rights.

A. The Contract and employees working on this Contract will be subject to the whistleblower rights and remedies in the pilot program on Award Recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub.L. 112-239).

B. CMAR shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C 4712.

1.10 Data Availability.

A. The Department of the Interior is committed to basing its decisions on the best available science and providing the American people with enough information to thoughtfully and substantively evaluate the data, methodology, and analysis used by the Department to inform its decisions. The regulations at 2 CFR 200.315 apply to data produced under a Federal award, including the provision that the Federal Government has the right to obtain, reproduce, publish, or otherwise use the data produced under a Federal award as well as authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.

B. CMAR shall make the data produced under the Contract available to the Government for public release, consistent with applicable law, to allow meaningful third party evaluation and reproduction of the following:

1. The scientific data relied upon;

2. The analysis relied upon; and

3. The methodology, including models, used to gather and analyze data.

1.11 Prohibition on Providing Funds to the Enemy.

A. CMAR must:

1. Exercise due diligence to ensure that none of the funds, including supplies and services, received under the Contract are provided directly or indirectly (including through subcontracts) to a person or entity who is actively opposing the United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities, which must be completed through 2 CFR 180.300 prior to issuing a subaward or contract and;

2. Terminate or void in whole or in part any subcontract with a person or entity listed in SAM as a prohibited or restricted source pursuant to subtitle E of Title VIII of the NDAA for FY 2015, unless the Federal awarding agency provides written approval to continue the subcontract.

B. CMAR may include the substance of this clause, including paragraph (A) of this clause, in subcontracts that have an estimated value over $50,000 and will be performed outside the United States, including its outlying areas.

C. Sites Authority has the authority to terminate or void the Contract, in whole or in part, if Sites Authority becomes aware that CMAR failed to exercise due diligence as required by paragraph (A) of this clause or if Sites Authority becomes aware that any funds received under the Contract have been provided directly or indirectly to a person or entity who is actively opposing coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities.

1.12 Additional Access to CMAR Records.

A. In addition to any other existing examination-of-records authority, the Federal Government is authorized to examine any records of CMAR and its Subcontractors to the extent necessary to ensure that funds, including supplies and services, available under the Contract are not provided, directly or indirectly, to a person or entity that is actively opposing United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities, except for awards awarded by the Department of Defense on or before Dec 19, 2017 that will be performed in the United States Central Command (USCENTCOM) theater of operations. The substance of this clause is required to be included in subcontracts under the Contract that have an estimated value over $50,000 and will be performed outside the United States, including its outlying areas.

1.13 Prohibition on Certain Telecommunication and Video Surveillance Services or Equipment.

A. CMAR is prohibited from using government funds to enter contracts (or extend or renew contracts) with entities that use covered telecommunications equipment or services as described in section 889 of the 2019 National Defense Authorization Act. This prohibition applies even if the contract is not intended to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services.

1.14 Department of Interior Standard Award Terms and Conditions.

A. The Department of the Interior ("DOI") Standard Award Terms and Conditions found at: https://www.doi.gov/sites/doi.gov/files/doi-award-terms-and-conditions-version-3-effective-june-1-2023.pdf are hereby incorporated by reference as though set forth in full text. These terms and conditions are in addition to the assurances and certifications made as part of the award and terms, conditions or restrictions reflected on the Contract. CMAR's acceptance of the Contract carries with it the responsibility to be

aware of and comply with all DOI terms and conditions applicable to the Contract. CMAR is responsible for ensuring their Subcontractors are aware of and comply with applicable statutes, regulations, and agency requirements.

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EXHIBIT "C"
DAVIS BACON PROVISIONS

(a) Davis-Bacon Provisions. CMAR shall comply with 40 U.S.C. 3141-3148 and 40 U.S.C. 3701-3708 (labor standards originally enacted as the Davis-Bacon Act, the Contract Work Hours and Safety Standards Act, the Copeland Anti-Kickback Act), which are incorporated into the Contract by this reference. This includes, but is not limited to, the following provisions:

(i) Minimum wages.

(1) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between CMAR and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (d)(i)(4) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in section (d)(iv). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (d)(i)(2) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by CMAR and its Subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(2)

a. The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

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i. The work to be performed by the classification requested is not performed by a classification in the wage determination; and

ii. The classification is utilized in the area by the construction industry; and

iii. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

b. If CMAR and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

c. In the event CMAR, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

d. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (d)(i)(2) (b) or (c) of this section, shall be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.

(3) Whenever the minimum wage rate prescribed in the Contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, CMAR shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(4) If CMAR does not make payments to a trustee or other third person, CMAR may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of CMAR, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require CMAR to set aside in a separate account assets for the meeting of obligations under the plan or program.

(ii) Withholding. Sites Authority shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be

withheld from CMAR under the Contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by CMAR or any Subcontractor the full amount of wages required by the Contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the Contract, Sites Authority may, after written notice to CMAR, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(iii) Payrolls and basic records.

(1) Payrolls and basic records relating thereto shall be maintained by CMAR during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, CMAR shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(2)

a. CMAR shall submit weekly for each week in which any Contract work is performed a copy of all payrolls to the Bureau of Reclamation if the agency is a party to the contract, but if the agency is not such a party, CMAR will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the Bureau of Reclamation. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or

its successor site. The CMAR is responsible for the submission of copies of payrolls by all subcontractors. CMAR and Subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the Contract, but if the agency is not such a party, CMAR will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), CMAR, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

b. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by CMAR or Subcontractor or his or her agent who pays or supervises the payment of the persons employed under the Contract and shall certify the following:

i. That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

ii. That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the Contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

iii. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the Contract.

c. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

d. The falsification of any of the above certifications may subject CMAR or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(3) The CMAR or Subcontractor shall make the records required under paragraph (c)(iii)(1) of this section available for inspection, copying, or transcription by authorized representatives of Sites Authority or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If CMAR or Subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to CMAR, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of

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funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(iv) Apprentices and trainees -

(1) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to CMAR as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a CMAR is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in CMAR's or Subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, CMAR will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits,

trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, CMAR will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(3) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(v) Compliance with Copeland Act requirements. CMAR shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in the Contract.

(vi) Subcontracts. CMAR shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as Sites Authority may by appropriate instructions require, and also a clause requiring Subcontractors to include these clauses in any lower tier subcontracts. CMAR shall be responsible for the compliance by any Subcontractor or lower tier Subcontractor with all the contract clauses in 29 CFR 5.5.

(vii) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the Contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(viii) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in the Contract.

(ix) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of the Contract shall not be subject to the general disputes clause of the Contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between CMAR (or any of its Subcontractors) and Sites Authority, the U.S. Department of Labor, or the employees or their representatives.

(x) Certification of eligibility.

(1) By entering into the Contract, CMAR certifies that neither it (nor he or she) nor any person or firm who has an interest in CMAR's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

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(2) No part of the Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(b) Contract Work Hours and Safety Standards Act

(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. In the event of any violation of the clause set forth in paragraph (i) of this Section CMAR and any Subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such Sites Authority or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (i) of this Section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (i) of this Section.

(iii) Withholding for unpaid wages and liquidated damages. Sites Authority shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by CMAR or Subcontractor under any such contract or any other Federal contract with CMAR, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by CMAR, such sums as may be determined to be necessary to satisfy any liabilities of CMAR or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (ii) of this section.

(iv) Subcontracts. CMAR shall insert in any subcontracts the clauses set forth in paragraph (ii) through (iv) of this Section and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The CMAR shall be responsible for compliance by any Subcontractor or lower tier Subcontractor with the clauses set forth in paragraphs (i) through (iv) of this Section.

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EXHIBIT "D"
DAVIS BACON ~~PROVISIONS~~RATES

~~[INSERT APPLICABLE FEDERAL PREVAILING WAGE RATES FOR THE PROJECT, THE ENTIRE PACKAGE OF RATES MUST BE PHYSICALLY INSERTED PRIOR TO EXECUTION]~~

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(Added graphics)

"General Decision Number: CA20250007 07/04/2025

Superseded General Decision Number: CA20240007

State: California

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

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

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

Note: 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:	. Executive Order 14026 generally applies to the contract. . 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.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least $13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.

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.

(Added graphics)

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	06/13/2025
8	06/27/2025
9	07/04/2025

ASBE0016-001 01/01/2024

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

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

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

ASBE0016-007 05/01/2024

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

AREA 2: MARIN & NAPA COUNTIES

	Rates	Fringes
Asbestos Removal worker/hazardous material handler (Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials from mechanical systems, whether they contain asbestos or not)		
AREA 1	$ 34.56	11.40
AREA 2	$ 36.53	9.27

BOIL0549-002 01/01/2021

(Added graphics)

	Rates	Fringes
BOILERMAKER		
(1) Marin & Solano Counties.	$ 49.62	41.27
(2) Remaining Counties.....	$ 45.60	38.99

BRCA0003-001 08/01/2024

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

BRCA0003-004 05/01/2024

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

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

	Rates	Fringes
BRICKLAYER		
AREA 1.....	$ 52.76	25.01
AREA 2.....	$ 57.02	28.50

SPECIALTY PAY:
(A) Underground work such as tunnel work, sewer work, manholes, catch basins, sewer pipes and telephone conduit shall be paid $1.25 per hour above the regular rate. Work in direct contact with raw sewage shall receive $1.25 per hour in addition to the above.
(B) Operating a saw or grinder shall receive $1.25 per hour above the regular rate.
(C) Gunite nozzle person shall receive $1.25 per hour above the regular rate.

BRCA0003-008 07/01/2024

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

BRCA0003-010 04/01/2024

	Rates	Fringes
TILE FINISHER		
Area 1.....	$ 35.00	17.44
Area 2.....	$ 34.76	19.22
Area 3.....	$ 37.75	19.28
Area 4.....	$ 35.78	19.23
Tile Layer		
Area 1.....	$ 55.55	21.08
Area 2.....	$ 55.17	22.52
Area 3.....	$ 59.92	22.62
Area 4.....	$ 56.79	22.54

AREA 1: Butte, Colusa, El Dorado, Glenn, Lassen, Modoc, Nevada, Placer, Plumas, Sacramento, Shasta, Sierra, Sutter, Tehema, Yolo, Yuba

(Added graphics)

AREA 2: Alpine, Amador
AREA 3: Marin, Napa, Solano, Siskiyou
AREA 4: Sonoma

BRCA0003-014 08/01/2024

	Rates	Fringes
MARBLE MASON	$ 61.72	30.31

CARP0034-001 07/01/2021

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

DEPTH PAY (Surface Diving):
050 to 100 ft $2.00 per foot
101 to 150 ft $3.00 per foot
151 to 220 ft $4.00 per foot
221 ft.-deeper $5.00 per foot

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

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

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

CARP0034-003 07/01/2021

	Rates	Fringes
Piledriver	$ 54.10	34.69

CARP0035-001 08/01/2020

AREA 1: MARIN, NAPA, SOLANO & SONOMA

AREA 3: SACRAMENTO, WESTERN EL DORADO (Territory west of an

(Added graphics)

including highway 49 and the territory inside the city limits of Placerville), WESTERN PLACER (Territory west of and including highway 49), & YOLO

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

	Rates	Fringes
Drywall Installers/Lathers:		
Area 1	$ 52.65	31.26
Area 3	$ 47.27	31.26
Area 4	$ 45.92	31.26
Drywall Stocker/Scrapper		
Area 1	$ 26.33	18.22
Area 3	$ 23.64	18.22
Area 4	$ 22.97	18.22

CARP0035-009 07/01/2020

Marin County

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

CARP0035-010 07/01/2020

AREA 1: Marin, Napa, Solano & Sonoma Counties

AREA 2: Monterey, San Benito and Santa Cruz

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

	Rates	Fringes
Modular Furniture Installer		
Area 1		
Installer	$ 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

CARP0046-001 07/01/2023

(Added graphics)

El Dorado (West), Placer (West), Sacramento and Yolo Counties

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 60.39	33.52
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 54.66	33.52
Journeyman Carpenter	$ 54.51	33.52
Millwright	$ 57.01	35.11

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

CARP0046-002 07/01/2023

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

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 60.39	33.52
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 53.31	33.52
Journeyman Carpenter	$ 53.16	33.52
Millwright	$ 55.66	35.11

CARP0152-003 07/01/2020

Amador County

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

CARP0180-001 07/01/2021

Solano County

	Rates	Fringes
Carpenters		

(Added graphics)


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     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
----------------------------------------------------------------
 CARP0751-001 07/01/2021

Napa and Sonoma 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.......................$ 55.00            31.49
     Journeyman Carpenter........$ 54.85            31.49
     Millwright..................$ 54.95            33.08
----------------------------------------------------------------
 CARP1599-001 07/01/2020

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


                                 Rates          Fringes

Carpenters
     Bridge Builder/Highway
     Carpenter...................$ 52.65            30.82
     Hardwood Floorlayer,
     Shingler, Power Saw
     Operator, Steel Scaffold &
     Steel Shoring Erector, Saw
     Filer.......................$ 45.57            30.82
     Journeyman Carpenter........$ 45.42            30.82
     Millwright..................$ 47.92            32.41
----------------------------------------------------------------
 ELEC0180-001 06/01/2025

NAPA AND SOLANO COUNTIES

                                 Rates          Fringes

CABLE SPLICER...................$ 69.26          3%+29.28
ELECTRICIAN.....................$ 61.56          3%+29.28
----------------------------------------------------------------
 ELEC0180-003 12/01/2023

NAPA AND SOLANO COUNTIES

                                 Rates          Fringes

Sound & Communications
     Installer...................$ 48.44            27.60
     Technician..................$ 55.71            27.82
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(Added graphics)

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

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

ELEC0340-002 03/01/2025

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

	Rates	Fringes
Communications System		
Sound & Communications Installer	$ 40.00	25.50
Sound & Communications Technician	$ 46.00	25.68

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

(Added graphics)

control systems Sonar/infrared monitoring equipment

E. COMMUNICATIONS SYSTEMS THAT TRANSMIT OR RECEIVE INFORMATION AND/OR CONTROL SYSTEMS THAT ARE INTRINSIC TO THE ABOVE LISTED SYSTEMS SCADA (Supervisory Control and Data Acquisition) PCM (Pulse Code Modulation) Inventory Control Systems Digital Data Systems Broadband and Baseband and Carriers Point of Sale Systems VSAT Data Systems Data Communication Systems RF and Remote Control Systems Fiber Optic Data Systems WORK EXCLUDED Raceway systems are not covered (excluding Ladder-Rack for the purpose of the above listed systems). Chases and/or nipples (not to exceed 10 feet) may be installed on open wiring systems. Energy management systems. SCADA (Supervisory Control and Data Acquisition) when not intrinsic to the above listed systems (in the scope). Fire alarm systems when installed in raceways (including wire and cable pulling) shall be performed at the electrician wage rate, when either of the following two (2) conditions apply:
1. The project involves new or major remodel building trades construction.
2. The conductors for the fire alarm system are installed in conduit.

ELEC0340-003 02/01/2025

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

	Rates	Fringes
ELECTRICIAN		
Remaining area	$ 49.20	38.58
Sierra Army Depot, Herlong	$ 48.83	18.54
Tunnel work	$ 41.01	18.54

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

ELEC0401-005 01/01/2025

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

	Rates	Fringes
ELECTRICIAN	$ 48.50	23.04

ZONE RATE:

70-90 miles - $10.00 per hour
91+ miles - $15.00 per hour

ELEC0551-004 06/01/2024

(Added graphics)

MARIN AND SONOMA COUNTIES

	Rates	Fringes
ELECTRICIAN	$ 59.17	32.04

ELEC0551-005 12/01/2024

MARIN & SONOMA COUNTIES

	Rates	Fringes
Sound & Communications		
Installer	$ 51.59	28.20
Technician	$ 59.33	28.43

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

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

ELEC0659-006 01/01/2025

MODOC and SISKIYOU COUNTIES

	Rates	Fringes
ELECTRICIAN	$ 45.58	20.70

ELEC0659-008 02/01/2023

DEL NORTE, MODOC & SISKIYOU COUNTIES

	Rates	Fringes
Line Construction		
(1) Cable Splicer	$ 67.80	4.5%+22.15
(2) Lineman, Pole Sprayer, Heavy Line Equipment Man	$ 60.54	4.5%+22.15
(3) Tree Trimmer	$ 37.84	4.5%+14.30
(4) Line Equipment Man	$ 53.82	4.5%+19.40
(5) Powdermen, Jackhammermen	$ 40.37	4.5%+14.30
(6) Groundman	$ 33.37	4.5%+14.30

ELEC1245-004 01/01/2025

ALL COUNTIES EXCEPT DEL NORTE, MODOC & SISKIYOU

(Added graphics)

	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.

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

(Added graphics)

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 REMAINGING 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: Al but the Central portion
Area 2: Remainder

PLUMAS COUNTY:
Area 1: Western portion
Area 2: Remainder

(Added graphics)

SHASTA COUNTY:
Area 1: All but the Northeastern corner
Area 2: Remainder

SIERRA COUNTY:
Area 1: Western part
Area 2: Remainder

SISKIYOU COUNTY:
Area 1: Central part
Area 2: Remainder

SONOMA COUNTY:
Area 1: All but the Northwestern corner
Area 2: Remainder

TEHAMA COUNTY:
Area 1: All but the Western border with Mendocino & Trinity Counties
Area 2: Remainder

TRINITY COUNTY:
Area 1: East Central part and the Northeastern border with Shasta County
Area 2: Remainder

TUOLUMNE COUNTY:
Area 1: Except Eastern part
Area 2: Eastern part

ENGI0003-019 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.

(Added graphics)

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

(Added graphics)

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

MONTEREY COUNTY
Area 1: Remainder
Area 2: Southwestern part

NEVADA COUNTY:
Area 1: All but the Northern portion along the border of Sierra County
Area 2: Remainder

PLACER COUNTY:
Area 1: All but the Central portion
Area 2: Remainder

PLUMAS COUNTY:
Area 1: Western portion
Area 2: Remainder

SHASTA COUNTY:
Area 1: All but the Northeastern corner
Area 2: Remainder

SIERRA COUNTY:
Area 1: Western part
Area 2: Remainder

SISKIYOU COUNTY:
Area 1: Central part
Area 2: Remainder

SONOMA COUNTY:
Area 1: All but the Northwestern corner
Area 2: Reaminder

TEHAMA COUNTY:
Area 1: All but the Western border with mendocino & Trinity Counties
Area 2: Remainder

TRINITY COUNTY:
Area 1: East Central part and the Northeaster border with Shasta County
Area 2: Remainder

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

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

ENGI0003-038 06/28/2023

""AREA 1"" WAGE RATES ARE LISTED BELOW

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

SEE AREA DEFINITIONS BELOW

(Added graphics)

	Rates	Fringes
OPERATOR: Power Equipment (AREA 1:)		
GROUP 1	$ 60.72	31.03
GROUP 2	$ 59.19	31.03
GROUP 3	$ 57.71	31.03
GROUP 4	$ 56.33	31.03
GROUP 5	$ 55.06	31.03
GROUP 6	$ 53.74	31.03
GROUP 7	$ 52.60	31.03
GROUP 8	$ 51.46	31.03
GROUP 8-A	$ 49.25	31.03
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

(Added graphics)

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	$ 56.82	31.03
GROUP 1-A	$ 49.99	31.15
GROUP 1A	$ 59.29	31.03
GROUP 2	$ 55.56	31.03
GROUP 3	$ 54.23	31.03
GROUP 4	$ 53.09	31.03
GROUP 5	$ 51.95	31.03
UNDERGROUND:		
GROUP 1	$ 47.42	31.15
GROUP 1-A	$ 49.89	31.15
GROUP 2	$ 46.16	31.15
GROUP 3	$ 44.83	31.15
GROUP 4	$ 43.69	31.15
GROUP 5	$ 42.55	31.15

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

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

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

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

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

GROUP 4: Asphalt plant engineer/box person; Chicago boom; Combination backhoe and loader up to and including 3/4 cu. yd.; Concrete batch plant (wet or dry); Dozer and/or push cat; Pull- type elevating loader; Gradesetter, grade checker (GPS, mechanical or otherwise); Grooving and grinding machine; Heading shield operator; Heavy-duty drilling equipment, Hughes, LDH, Watson 3000 or similar; Heavy-duty repairperson and/or welder; Lime spreader; Loader under 4 cu. yds.; Lubrication and service engineer (mobile and grease rack); Mechanical finishers or spreader machine (asphalt, Barber-Greene and similar); Miller

(Added graphics)

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 constuction 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 mahcine (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

(Added graphics)

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;

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,

(Added graphics)

land or barge mounted 45 tons and under

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

GROUP 5: Deck engineer

GROUP 6: Deckhand; Fire tender

STEEL ERECTORS

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

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

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

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

GROUP 5: Boom cat

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: DEL NORTE, HUMBOLDT, LAKE, MENDOCINO
AREA 2 -NOTED BELOW

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

(Added graphics)


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DEL NORTE COUNTY:
Area 1: Extreme Southwest corner
Area 2: Remainder

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

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

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

----------------------------------------------------------------
 IRON0118-012 01/01/2025

ALPINE, LASSEN, MODOC, SISKIYOU and TRINITY COUNTIES

                                  Rates          Fringes

IRONWORKER.....................$ 43.75            34.45
----------------------------------------------------------------
 IRON0118-013 01/01/2025

AMADOR, BUTTE, COLUSA,EL DORADO, GLENN,MARIN, NAPA, NEVADA,
PLACER,PLUMAS, SACRAMENTO, SHASTA, SIERRA, SOLANO, SONOMA,
SUTTER, TEHAMA, YOLO and YUBA COUNTIES


                                  Rates          Fringes

IRONWORKER.....................$ 50.70            35.15
----------------------------------------------------------------
 LABO0067-003 07/01/2024

AREA ""1"" - MARIN and NAPA COUNTIES

AREA ""2""  - ALPINE, AMADOR, BUTTE COLUSA EL DORADO, GLENN,
LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA,
SIERRA, SISKIYOU, SOLANO, SONOMA, SUTTER, TEHAMA, TRINITY,
YOLO, AND YUBA COUNTIES


                                  Rates          Fringes

LABORER (ASBESTOS/MOLD/LEAD
LABORER)
     Marin and Napa Counties.....$ 37.75            29.69
     Remaining Counties..........$ 36.75            29.69
----------------------------------------------------------------
 LABO0067-005 01/01/2024

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

AREA ""B""  -  ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, DEL
NORTE, EL DORADO, FRESNO, GLENN, HUMBOLDT, KINGS, LAKE, LASSEN,
MADERA, MARIPOSA, MENDOCINO, MERCED, MODOC, MONTEREY, NEVADA,
PLACER, PLUMAS, SANCREMENTO, SAN BENITO, SAN JOAQUIN, SANTA
CRUZ, SIERRA, SHASTA, SISKIYOU, STANISLAUS, TEHAMA, TRINITY,
TULARE, TUOLUMNE, YOLO AND YOUBA COUNTIES
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(Added graphics)

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person		
Area A	$ 37.26	27.32
Area B	$ 36.26	27.32
Traffic Control Person I		
Area A	$ 37.56	27.32
Area B	$ 36.56	27.32
Traffic Control Person II		
Area A	$ 35.06	27.32
Area B	$ 34.06	27.32

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.

LABO0185-002 07/01/2023

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

	Rates	Fringes
LABORER		
Mason Tender-Brick	$ 36.29	25.55

LABO0185-005 06/26/2023

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

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1	$ 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

(Added graphics)

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

LABO0185-006 06/26/2023

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

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA B:)		
Construction Specialist Group	$ 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 - 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.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work;

(Added graphics)

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 bucker; 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 shal 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

(Added graphics)

covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

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

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

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

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

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

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

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

(Added graphics)

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

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

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

LABO0185-008 07/01/2023

	Rates	Fringes
Plasterer tender	$ 39.77	28.54

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

LABO0261-002 07/01/2023

MARIN 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.

LABO0261-004 06/26/2023

MARIN 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

(Added graphics)

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

LABO0261-007 07/01/2023

MARIN COUNTY

	Rates	Fringes
LABORER		
Mason Tender-Brick	$ 37.54	25.55

LABO0261-010 06/26/2023

MARIN 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	$ 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 (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

(Added graphics)

below.

LABORER CLASSIFICATIONS

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

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; 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 shal receive $5.00 per day above Group 1 wage

(Added graphics)

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"".

(Added graphics)

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

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

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

LABO0261-015 07/01/2023

	Rates	Fringes
Plasterer tender	$ 39.77	28.54

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

LABO0324-004 07/01/2023

NAPA, SOLANO, AND SONOMA, 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.

LABO0324-008 06/26/2023

NAPA, SOLANO, AND SONOMA 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

(Added graphics)

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

LABO0324-010 07/01/2023

SOLANO AND SONOMA COUNTIES

	Rates	Fringes
LABORER		
Mason Tender-Brick	$ 36.84	26.24

LABO0324-013 06/26/2023

NAPA, SOLANO, AND SONOMA 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

(Added graphics)

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.

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 bucker; 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

(Added graphics)

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 shal 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

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B: at the conclusion of a job where the material is to be

(Added graphics)

salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

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WRECKING WORK LABORER CLASSIFICATIONS

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LABO0324-019 07/01/2023

	Rates	Fringes
Plasterer tender	$ 39.77	28.54

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

PAIN0016-004 01/01/2025

MARIN, NAPA, SOLANO & SONOMA 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 houir additional

PAIN0016-005 01/01/2025

ALPINE, BUTTE, COLUSA, EL DORADO (west of the Sierra Nevada Mountains), GLENN, LASSEN (west of Hwy. 395, excluding Honey

(Added graphics)

Lake); MARIN, MODOC, NAPA, NEVADA (west of the Sierra Nevada Mountains), PLACER (west of the Sierra Nevada Mountains), PLUMAS, SACRAMENTO, SHASTA, SIERRA (west of the Sierra Nevada Mountains), SISKIYOU, SOLANO, SONOMA, SUTTER, TEHAMA, TRINITY, YOLO AND YUBA COUNTIES

	Rates	Fringes
DRYWALL FINISHER/TAPER	$ 59.63	31.29

PAIN0016-007 01/01/2025

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

	Rates	Fringes
Painters:	$ 43.45	22.80

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

PAIN0016-008 01/01/2024

MARIN, NAPA, SOLANO AND SONOMA COUNTIES

	Rates	Fringes
SOFT FLOOR LAYER	$ 59.00	33.03

PAIN0169-004 01/01/2024

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

	Rates	Fringes
GLAZIER	$ 56.22	34.00

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* PAIN0567-001 07/01/2024

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

(Added graphics)

	Rates	Fringes
Painters:		
Brush and Roller	$ 36.87	15.82
Spray Painter & Paperhanger	$ 38.87	15.82

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

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

PAIN0567-007 07/01/2022

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

	Rates	Fringes
SOFT FLOOR LAYER	$ 34.27	16.47

PAIN0567-010 07/01/2024

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

	Rates	Fringes
Drywall		
(1) Taper	$ 42.79	16.12
(2) Steeplejack - Taper, over 40 ft with open space below	$ 44.29	16.12

PAIN0767-004 01/01/2024

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

	Rates	Fringes
GLAZIER	$ 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.

(Added graphics)

PAIN1176-001 07/01/2022

HIGHWAY IMPR0VEMENT

	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

PAIN1237-001 01/01/2024

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

	Rates	Fringes
SOFT FLOOR LAYER	$ 48.54	26.59

PLAS0300-003 07/01/2018

	Rates	Fringes
PLASTERER		
AREA 295: Alpine, Amador, Butte, Colusa, El Dorado, Glenn, Lassen, Modoc, Nevada, Placer, Plumas, Sacramento, Shasta, Sierra, Siskiyou, Solano, Sutter, Tehema, Trinity, Yolo & Yuba Counties	$ 32.70	31.68
AREA 355: Marin	$ 36.73	31.68
AREA 355: Napa & Sonoma Counties	$ 32.70	31.68

PLAS0300-005 07/01/2016

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER	$ 32.15	23.27

PLUM0038-002 07/01/2022

(Added graphics)

MARIN AND SONOMA COUNTIES

	Rates	Fringes
PLUMBER (Plumber, Steamfitter, Refrigeration Fitter)		
(1) Work on wooden frame structures 5 stories or less excluding high-rise buildings and commercial work such as hospitals, prisons, hotels, schools, casinos, wastewater treatment plants, and resarch facilities as well as refrigeration pipefitting, service and repair work - MARKET RECOVERY RATE	$ 69.70	46.38
(2) All other work - NEW CONSTRUCTION RATE	$ 82.00	48.18

PLUM0038-006 07/01/2022

MARIN & SONOMA COUNTIES

	Rates	Fringes
Landscape/Irrigation Fitter (Underground/Utility Fitter)	$ 69.70	33.15

PLUM0228-001 01/01/2025

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

	Rates	Fringes
PLUMBER	$ 50.00	40.34

PLUM0343-001 07/01/2024

NAPA AND SOLANO COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER		
Light Commercial	$ 30.85	20.40
All Other Work	$ 69.60	36.63

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

(Added graphics)

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

PLUM0350-001 08/01/2023

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

	Rates	Fringes
PLUMBER/PIPEFITTER	$ 52.14	18.71

PLUM0355-001 07/01/2024

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

	Rates	Fringes
Underground Utility Worker /Landscape Fitter	$ 34.51	18.30

PLUM0442-003 01/01/2025

AMADOR (South of San Joaquin River) and ALPINE COUNTIES

	Rates	Fringes
PLUMBER	$ 55.95	37.64

PLUM0447-001 07/01/2024

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

	Rates	Fringes
PLUMBER/PIPEFITTER		
Journeyman	$ 64.37	29.25
Light Commercial Work	$ 53.08	23.52

ROOF0081-006 08/01/2024

MARIN, NAPA, SOLANO AND SONOMA COUNTIES

	Rates	Fringes
Roofer	$ 54.94	23.34

ROOF0081-007 08/01/2023

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

(Added graphics)

	Rates	Fringes
Roofer	$ 46.73	21.36

SFCA0483-003 01/01/2025

MARIN, NAPA, SOLANO AND SONOMA COUNTIES

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers)	$ 78.94	39.10

SFCA0669-003 01/01/2025

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

	Rates	Fringes
SPRINKLER FITTER	$ 48.65	28.56

SHEE0104-006 06/29/2020

MARIN, NAPA, SOLANO SONOMA & TRINITY COUNTIES

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

SHEE0104-009 07/01/2021

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

	Rates	Fringes
SHEET METAL WORKER	$ 47.85	41.90

SHEE0104-010 07/01/2020

AlPINE COUNTY

	Rates	Fringes
SHEET METAL WORKER	$ 43.50	37.42

SHEE0104-011 07/01/2020

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

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

(Added graphics)

SHEE0104-014 07/01/2020

MARIN, NAPA, SOLANO, SONOMA AND TRINITY COUNTIES

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

SHEE0104-019 07/01/2020

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

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

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* TEAM0094-001 07/01/2025

	Rates	Fringes
Truck drivers:		
GROUP 1	$ 43.26	34.28
GROUP 2	$ 43.56	34.28
GROUP 3	$ 43.86	34.28
GROUP 4	$ 44.21	34.28
GROUP 5	$ 44.56	34.28

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

(Added graphics)

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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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)).

(Added graphics)

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.

(Added graphics)

?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.

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 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 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 or by mail to:

Wage and Hour Administrator
U.S. Department of Labor

(Added graphics)

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.

==========

END OF GENERAL DECISION"

DRAFT

Attachment E: Indicative Pricing Table

(native excel file is uploaded directly to PlanetBids for Proposer access)

Attachment F: Equipment Rate Table

(native excel file is uploaded directly to PlanetBids for Proposer access)

Attachment G: RFP Forms

SITES PROJECT AUTHORITY RESERVOIR PACKAGE
RFP PLANS CONFIDENTIALITY AGREEMENT

This RFP Plans Confidentiality Agreement ("Agreement") is made and entered into this __ day of _____, 2025 ("Effective Date") by and between the Sites Project Authority, a joint powers authority duly formed and existing under and pursuant to the California Joint Exercise of Powers Act ("Sites Authority") and [INSERT NAME OF SHORTLISTED RESPONDENT] ("Respondent").

RECITALS

1. As part of Sites Authority issuing a Request for Proposals ("RFP") for the Sites Reservoir Project ("Project"), Sites Authority is providing reference plans to Respondent, including, but not limited to, unredacted Reservoir Package 30% design drawings, Reservoir Package 30% design basis of design report, and Funks Construction Access Road (roll plot) ("Confidential Information").
2. Respondent acknowledges that (i) the Confidential Information contains sensitive information regarding vital public infrastructure systems and is exempt from disclosure pursuant to the Federal Critical Infrastructure Information Act (6 U.S.C. § 131, et seq.), incorporated into the California Public Records Act, through Government Code § 7927.705 (the, "Act"); (ii) the harm to Sites Authority in the disclosure of Confidential Information outweighs any benefit to the public of such disclosure; (iii) any Confidential Information disclosed to Respondent will have been disclosed in strict confidence, and solely for the purpose of enabling Respondent to submit a proposal in response to the RFP; and (iv) Respondent shall be required during the entire period of this Agreement to take all steps necessary to maintain the secrecy and confidentiality of the Confidential Information.
3. Sites Authority is willing to disclose such Confidential Information to Respondent, on the terms and conditions and subject to the restrictions set forth in this Agreement.

TERMS

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Permitted Uses of Confidential Information. On the terms and conditions and subject to the restrictions set forth in this Agreement, Respondent shall only be entitled to use the Confidential Information for the sole and limited purpose of submitting a proposal in response to the RFP. Respondent shall have no right to use and shall not use at any time any part of the Confidential Information directly or indirectly for any other purpose whatsoever.

2. Nondisclosure of Confidential Information. Respondent agrees to maintain the Confidential Information as confidential under all circumstances and shall take all steps as are necessary to prevent such disclosure or access. Respondent shall not disclose or provide access to any of the Confidential Information aside from providing access to employees or team members of Respondent, such as key subcontractors, who have a specific need to know such information for the purposes permitted hereunder ("Interested Party"). Respondent shall inform each Interested Party of the Confidential Information. An Interested Party shall be bound by such restrictions to the same extent as Respondent is bound hereby and Respondent shall be liable to Sites Authority for any breach by any such Interested Party of the restrictions set forth in this Agreement.

3. Ownership of Confidential Information. All Confidential Information disclosed to Respondent is the valuable and proprietary asset of Sites Authority and shall be and remain the sole and exclusive property of Sites Authority at all times. Nothing in this Agreement shall be construed as granting or conferring any rights by license or otherwise in any Confidential Information.

4. Legal Proceedings. In the event Respondent is required to disclose any of the Confidential Information in order to comply with a court order or equivalent demand, Respondent shall provide Sites Authority with immediate notice of any such order or demand so that Sites Authority can take independent steps to resist, clarify or narrow such order or demand and seek and obtain appropriate protective orders or other reliable assurances of nondisclosure, and Respondent shall reasonably cooperate with Sites Authority in connection therewith.

5. Information Not Subject to Agreement. The provisions of this Agreement shall not be applicable to information which is or becomes generally available to the public other than as a direct or indirect result of an intentional or inadvertent disclosure by Respondent or any Interested.

6. Return of Confidential Information. Upon (i) the termination or completion of the RFP process, (ii) the delivery at any time by Sites Authority to Respondent of a written notice or demand requesting the return of the Confidential Information to Sites Authority, or (iii) the breach or default by Respondent in the performance or observance of any material provision, condition, representation, warranty, restriction or limitation of this Agreement, Respondent shall immediately return to Sites Authority any and all Confidential Information and Respondent shall not thereafter make any use whatsoever of any Confidential Information.

7. Indemnification. In the event of any breach or violation of this Agreement by Respondent or any Interested Party, Respondent shall defend, indemnify and hold harmless Sites Authority from and against any and all proceedings, actions, causes of action, suits, claims, costs, damages, losses, expenses and liabilities whatsoever resulting from or arising out of or in connection with the unauthorized disclosure of Confidential Information or other breach or violation of this Agreement. The provisions of this section shall survive the expiration or termination of this Agreement for any reason.

8. Miscellaneous Provisions. This Agreement shall not create among the parties a partnership or joint venture, and no party shall by virtue hereof be or represent itself to any third party as being the partner of, joint venturer with or agent of the other party. Respondent shall not, either voluntarily or by action of law, assign or transfer this Agreement or any obligation, right, title or interest assumed by Respondent herein without the prior written consent of Sites Authority. There are no intended third party beneficiaries of any right or obligation assumed by the parties. This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of Colusa, State of California. This Agreement may be executed in counterparts, each of which shall constitute an original. Each party warrants that the individuals who have signed this Agreement have the legal power, right and authority to make this Agreement and bind each respective party. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. None of the provisions of this Agreement shall be considered waived by either party, unless such waiver is specifically specified in writing.

[SIGNATURE ON NEXT PAGE]

SIGNATURE PAGE TO SITES PROJECT AUTHORITY RESERVOIR PACKAGE
RFP PLANS CONFIDENTIALITY AGREEMENT

IN WITNESS WHEREOF, the parties hereto execute this Agreement as of the Effective Date.

SITES PROJECT AUTHORITY

Approved:

By: _____

Executive Director

[INSERT NAME OF RESPONDENT]

By: _____

Its: _____

Printed Name: _____

SITES PROJECT AUTHORITY RESERVOIR PACKAGE
PROPRIETARY MEETINGS WAIVER

This Proprietary Meetings Waiver ("Waiver") is made and entered into this __ day of _____, 2025 ("Effective Date") by [INSERT NAME OF SHORTLISTED RESPONDENT] ("Respondent"). This Waiver shall be executed by an individual that has the legal authority to bind Respondent. Respondent agrees to the following and shall ensure that all of its Project team members, including, but not limited to, its employees, Key Personnel, Key Subcontractors, and any individuals present at the Meetings, are bound by the obligations in this Waiver.

RECITALS

1. On January 8, 2025, Sites Project Authority ("Sites Authority") issued a Request for Qualifications ("RFQ") for the Sites Reservoir Project ("Project") and shortlisted three respondents to provide construction manager at-risk ("CMAR") services based on their statement of qualifications ("SOQ").

2. Subsequently, Sites Authority issued a Request for Proposals ("RFP") to the three shortlisted respondents.

3. During the RFP procurement process, Sites Authority will hold in-person confidential, individual proprietary meetings ("Meetings") independently with each shortlisted respondent.

4. Respondent must execute this Waiver and return it to Sites Authority as a condition of submitting a proposal in response to the RFP.

TERMS

5. Proprietary Meetings Procedures and Protocols. Respondent agrees to the following procedures and protocols for the Meetings, subject to change at the sole discretion of Sites Authority:

    5.1 The Meetings will provide an opportunity for Respondent to discuss with Sites Authority the RFP, its technical concepts including innovations and concepts for the Golden Gate Dam Scenario as preliminarily identified in RFP, scope of work for Phase 1A, and high level commercial concepts.

    5.2 At the sole discretion of Sites Authority, up to two (2) Meetings will be held between Respondent and Sites Authority.

    5.3 At a minimum, all Key Personnel identified in the Respondent's SOQ must attend the Meetings.

5.4 At least three (3) business days before each Meeting, Respondent will provide to Sites Authority the number and names of attendees for that Meeting.

5.5 The first Meeting will also include a mandatory site tour. All participants in the mandatory site tour will be required to execute a waiver of liability and release form to participate in the tour. Respondent will be limited to bringing up to fifteen (15) Reservoir Package CMAR Team members on the site tour. Transportation for the site tour will not be provided by Sites Authority and therefore Respondent will be required to arrange their own transportation.

5.6 Sites Authority will distribute meeting topics and agendas to Respondent before each Meeting.

6. Information Exchange. Respondent may not rely on any information exchanged during Meetings, unless the Sites Authority issues a written addendum to the RFP. If Respondent believes an addendum is warranted based upon discussions during a Meeting, it shall submit a written request for information within 24 hours of the Meeting. Sites Authority may, in its sole discretion, issue an addendum to the RFP.

7. Confidentiality. To the extent permitted by law, Sites Authority and Respondent will exercise best efforts to cause all information and discussion exchanged during the Meeting to remain confidential as between the Sites Authority and Respondent, including requiring the same of any individuals present during the Meeting. These obligations and restrictions do not apply to information that: (a) was or becomes generally available to the public prior to, and other than as a result of, a disclosure by Respondent or Respondent's representative(s); (b) was available, or becomes available, to Sites Authority on a non-confidential and non-proprietary basis outside of the Meeting; or (c) results in Sites Authority issuing a written addendum to the RFP.

8. Waiver of Claims. Respondent hereby expressly waives all rights to object to, protest, or make a claim in any way related to the RFP or the selection process of the CMAR for the Project based in any way, without limitation, related to Respondent's Meetings with Sites Authority, any Meeting held between Sites Authority and a shortlisted respondent, any information learned about other shortlisted respondent Meetings, the confidentiality of the process, or Sites Authority's determination to issue addenda as a result of the Meetings.

9. Signatory. Respondent warrants that the individual who has signed this Waiver has the legal power, right and authority to enter into this Waiver and bind Respondent.

[SIGNATURE ON NEXT PAGE]

SIGNATURE PAGE TO SITES PROJECT AUTHORITY RESERVOIR PACKAGE
PROPRIETARY MEETINGS WAIVER

IN WITNESS WHEREOF, Respondent hereby executes this Waiver as of the Effective Date.

[INSERT NAME OF SHORT LISTED RESPONDENT]]

By:_____

Its:

_____

Printed Name:

_____

Form A
Cover Letter

COVER LETTER
(To be inserted on Proposer's Letterhead)

[Date]

Sites Project Authority

Re: Proposal in Response to the Sites Project Authority Reservoir Package Construction Manager at Risk Request for Proposals RFP No. 25-06

_____(the "Proposer") hereby submits its Proposal in response to the Request for Proposals ("RFP") for the Sites Project Authority Reservoir Package Construction Manager at Risk (CMAR) Package issued by the Sites Project Authority (the "Sites Authority") on July 18, 2025.

As a duly authorized representative of the Proposer with the authority to bind the Proposer, I hereby certify, represent and warrant as follows in connection with the RFP and the Proposal:

1. Proposer acknowledges receipt of the RFP and the following addenda (add additional rows if needed):

No.	Date

2. The submittal of the Proposal has been duly authorized by, and in all respects is binding upon, the Proposer. Proposer shall submit with this Cover Letter the Certificate of Authorization provided as Attachment 1 to this Cover Letter, or a corporate resolution of equivalent affect, that evidences my authority to submit the Proposal and bind the Proposer.

3. The Proposer has completely reviewed and understands and agrees to be bound by the requirements of the RFP, including, but not limited, to all attachments.

4. The Proposer has read the rights of the Sites Authority in Section 2.10 of the RFP and acknowledges and consents to the Sites Authority's rights and conditions.

5. The firms that will be members of the Proposer's Project team, including all Key Subcontractors, include as follows (describe role for each member):

_____

_____

_____

6. All information and statements contained in the Proposal are current, correct and complete, and are made with full knowledge that the Sites Authority will rely on such information and statements in selecting the Reservoir Package CMAR Contractor.

7. The Proposal has been prepared and is submitted without collusion, fraud or any other action taken in restraint of free and open competition for the services contemplated by the RFP.

8. The Proposer is not currently suspended or debarred from doing business with any governmental entity.

9. No person or selling agency has been employed or retained to solicit the award of the Contract under an arrangement for a commission, percentage, brokerage or contingency fee or on any other success fee basis, except bona fide employees of the Proposer.

10. The Proposer's contact person who will serve as the interface between the Sites Authority and the Proposer is:

Name:
Title:
Address:
Phone:
Fax:
Email:

_____
Name of Proposer

_____
Name of Designated Signatory

_____
Signature

_____
Title

Notary Acknowledgment

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

STATE OF CALIFORNIA
COUNTY OF _____

On _____, 20___, before me, _____, Notary Public, personally

appeared _____, who proved to me on the basis of satisfactory
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

_____
Signature of Notary Public

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- ☐ Individual
- ☐ Corporate Officer

_____
Title(s)

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

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

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title or Type of Document

_____
Number of Pages

_____
Date of Document

_____
Signer(s) Other Than Named Above

ATTACHMENT 1 TO FORM A (COVER LETTER)

CERTIFICATE OF AUTHORIZATION*

I,_____ a resident of _____ in the State of_____ _____ DO HEREBY CERTIFY that I am the Clerk/Secretary of _____ _____ a corporation duly organized and existing under and by virtue of the laws of the State of _____; that I have custody of the records of the corporation; and that as of the date of this certification,_____ holds the title of _____ of the corporation, and is authorized to execute and deliver in the name and on behalf of the corporation the Proposal submitted by the corporation in response to the Request for Proposal (RFP No. 25-06) for the Sites Project Authority Reservoir Package Construction Manager at Risk (CMAR) package issued by the Sites Project Authority on July 18, 2025 and all documents, letters, certificates and other instruments which have been executed by such officer on behalf of the corporation in connection therewith.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the corporation this _____day of_____2025.

(Affix Seal Here)

Form B
Insurance Company
Letter of Intent Regarding Required Insurance

(To be typed on Insurance Company's Letterhead)*

Sites Project Authority
XXX

Re: Sites Project Authority Reservoir Package Construction Manager at Risk Request for Proposals RFP No. 25-06 – Letter of Intent to Insure

Dear Sites Project Authority,

_____ (the "Proposer") has submitted its Proposal (the "Proposal") in response to the Request for Proposals (the "RFP") for the Sites Project Authority Reservoir Package Construction Manager at Risk (CMAR) package issued by the Sites Project Authority (the "Sites Authority") on July 18, 2025 , as amended, pursuant to which the Proposer is seeking to be selected to enter into a CMAR contract (the "Contract") with the Sites Authority for the Reservoir Package work.

We have reviewed the Proposer's Proposal and the RFP. Based on this review, Proposer is able to secure insurance within the limits and deductibles indicated in the RFP.

We hereby certify that we intend to provide all insurance as described in the RFP in the event that the Proposer is selected for final negotiations and execution of the CMAR Contract by Proposer and the Sites Authority.

_____
Name of Insurance Company

_____
Name of Designated Signatory

_____
Signature

_____
Title

*This letter of intent may be provided by an insurance company or an insurance broker. References to "Insurance Company" in this form shall be changed to "Insurance Broker" if provided by an insurance broker.

Form C

Surety Company

Letter of Intent Regarding Performance and Payment Bonds

(To be typed on Surety's Letterhead)

Sites Project Authority

XXX

Re: Sites Project Authority Reservoir Package Construction Manager at Risk Request for Proposals RFP No. 25-06– Letter of Intent to Issue Security

Dear Sites Project Authority,

_____ (the "Proposer") has submitted its Proposal (the "Proposal") in response to the Request for Proposals (the "RFP") for the Sites Project Authority Reservoir Package Construction Manager at Risk (CMAR) package, issued by the Sites Project Authority (the "Sites Authority") on July 18, 2025 , as amended, pursuant to which the Proposer is seeking to be selected to enter into a CMAR contract (the "Contract") with the Sites Authority for the Reservoir Package work.

We have reviewed the Proposer's Proposal and the RFP. We hereby certify that Proposer is able to secure and we intend to issue on behalf of the Proposer, as security for the performance of the Proposer's obligations under the CMAR Contract, a performance bond and a payment bond, in the form provided in the Contract, for the benefit of the Sites Authority, in the event that the Proposer is selected for final negotiations and execution of the Contract. While we understand that the Guaranteed Maximum Price for the work has not yet been determined, we understand that Sites Authority estimates that the Guaranteed Maximum Price will likely be approximately $3 billion. We hereby certify the performance bond and payment bond will each be in an amount equal to the Guaranteed Maximum Price under the Contract.

_____
Name of Surety

_____
Name of Designated Signatory

_____
Signature

_____
Title

FORM D
ORGANIZATIONAL CONFLICT OF INTEREST CERTIFICATION
To be signed by authorized signatory of Proposer

_____
(Name of Proposer)

My signature below certifies that, prior to submitting this Proposal, I have conducted an internal review of Proposer's current affiliations and have required Proposer's team members to identify potential, real, or perceived organizational conflicts of interest relative to the anticipated procurement.

I have further reviewed all of the engagements and pending engagements of the guarantor (if applicable), and no potential exists for any conflict of interest or unfair advantage.

Signed_____Date_____

Printed Name and Title_____

List Attachments by name of person or firm potentially conflicted:

_____
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FORM E
NON-COLLUSION DECLARATION

The undersigned declares:

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

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

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

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

Proposer: _____

Print Name: _____

Signature: _____

Title: _____

FORM F
EXECUTIVE ORDER N-6-22 CERTIFICATION

Executive Order N-6-22 issued by Governor Gavin Newsom on March 4, 2022, directs all agencies and departments that are subject to the Governor's authority to (a) terminate any contracts with any individuals or entities that are determined to be a target of economic sanctions against Russia and Russian entities and individuals; and (b) refrain from entering into any new contracts with such individuals or entities while the aforementioned sanctions are in effect.

Executive Order N-6-22 also requires that any contractor that: (1) currently has a contract with Sites Authority funded through grant funds provided by the State of California; and/or (2) submits a bid or proposal or otherwise proposes to or enter into or renew a contract with Sites Authority funded by State of California grant funds, certify that the person is not the target of any economic sanctions against Russia and Russian entities and individuals.

The Proposer hereby certifies, SUBJECT TO PENALTY FOR PERJURY, that a) the Proposer is not a target of any economic sanctions against Russian and Russian entities and individuals as discussed in Executive Order N-6-22 and b) the person signing below is duly authorized to legally bind the Proposer. This certification is made under the laws of the State of California.

Proposer: _____

Print Name: _____

Signature: _____

Title: _____

FORM G
ANTI-LOBBYING CERTIFICATION

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee 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 the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, 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. 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.

Proposer: _____

Print Name: _____

Signature: _____

Title: _____

FORM H
DEBARMENT AND SUSPENSION CERTIFICATION

Contractors, Subcontractors, Debarment and Suspension, Executive Order 12549; 2 CFR Part 180; 2 CFR Part 1532

Proposer certifies that it and its principals, and shall obtain certifications from its subcontractors that they and their principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;

(b) Have not within a three (3) year period preceding this procurement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and

(d) Have not within a three (3) year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default.

(e) Suspension and debarment information can be accessed at http://www.sam.gov. Proposer represents and warrants that it has or will include a term or conditions requiring compliance with this provision in all of its contracts and subcontracts under this contract.

(f) Proposer acknowledges that failing to disclose the information as required at 2 CFR 180.335 may result in the termination, delay or negation of any contract entered into pursuant to this procurement, or pursuance of legal remedies, including suspension and debarment.

Proposer: _____

Print Name: _____

Signature: _____

Title: _____

Form I
Suggested Material Comments to the Draft CMAR Contract

	Describe the proposed Draft CMAR Contract modification, citing the section or subsection.	Describe the rationale for the proposed change:
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

1. Proposer may add as many rows to this form as necessary to describe proposed comments and changes.
2. Proposer shall include the completed Form I in Appendix H of in its Proposal (if submitting).