SPECIFICATIONS

FOR

Hatch Road and Santa Fe Avenue Intersection Widening Phase 3 Contract No. 9208

BOARD OF SUPERVISORS

William O'Brien	District No. 1
Vito Chiesa	District No. 2
Terry Withrow, Chairman	District No. 3
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Jim DeMartini	District No. 5

Stan Risen, Chief Executive Officer Matt Machado, Director of Public Works

The Specifications contained herein have been prepared by or under the direction of the following registered engineer.

C 79696

EXP. 9/30/110

CIVIL OF CALIFORNIA

Approved By:

Sambath Chrun, Associate Civil Engineer

Bid Opening Time and Date: 2:00 p.m., September 16, 2015

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PART I - INVITATION TO BIDDERS

Contractors are invited to submit written, formal bids for the Hatch Road and Santa Fe Avenue Intersection Widening Phase 3, project. Estimated Construction cost for this project is less than \$1,668,100. The work to be accomplished includes Intersection signalization including left turn lanes and upgraded railroad crossing.

Plans and Specifications are available for viewing on the Modesto Reprographics webpage at www.modestoplanroom.com. Paper copies are available from Modesto Reprographics. Call (209) 544-2400 for questions regarding the purchase of plans and specifications.

Technical Questions: All questions must be submitted in writing. Email your questions to williamsn@stancounty.com or fax your questions to (209) 541-2509, Attn: Norma Williams.

Bid forms are provided in the Section titled "Proposal". Bids shall be submitted in a sealed envelope and plainly marked "Proposal for Hatch Road and Santa Fe Avenue Intersection Widening Phase 3,". Bid envelopes shall be addressed to: Stanislaus County, Clerk of the Board of Supervisors, 1010 10th Street, Ste. 6700, Modesto, California, 95354. Bid envelopes must be delivered to the Clerk of the Board of Supervisors prior to 2:00 p.m., September 16, 2015, as evidenced by the Clerk's date/time stamp on the envelopes. The bids will be publicly opened in Room 6709 and read by the Clerk of the Board after bid closing.

EVENT DESCRIPTION	ANTICIPATED DATE
	August 17, 2015
Project Advertisement	August 24, 2015
	August 31, 2015
Last Day Contractors Clarification Requests	September 16, 2015
Issuance of Addendum (if required)	September 18, 2015
Bid Opening	September 23, 2015
Board Approval of Contract	November 3, 2015
Notice to Proceed	December 28, 2015

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

The lowest bid shall be the lowest bid price on the base contract without consideration of the prices on the additive or deductive items.

All bids will be compared on the basis of the Engineer's Estimate of the quantities of work to be done.

The contractor shall possess a Class A License at the time this contract is awarded.

This contract is subject to state contract nondiscrimination and compliance requirements pursuant to Government Code, Section 12990.

The successful bidder shall furnish a payment bond and a performance bond.

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

Pursuant to Sections 1770 and 1773 of the Labor Code, the Board of Supervisors has ascertained the general prevailing rate of per diem wages applicable to the work to be done for straight time, overtime, Saturday, Sunday, and holiday work. These wage rates are set forth by the Director of the Department of Industrial Relations and are available at the agencies web site and are on file with the Department of Public Works and hereby made a part of the agreement.

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

The U.S. Department of Transportation (DOT) provides a toll-free "hotline" service to report bid rigging activities. Bid rigging activities can be reported Mondays through Fridays, between 8:00 a.m. and 5:00 p.m., Eastern Time, Telephone No. 1-800-424-9071. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report these activities. The "hotline" is part of the DOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

Pursuant to and in accordance with the Provisions of Public Contract Code Section 22300, the contractor may elect to substitute securities for retention monies withheld by the County or to request payment of retention monies earned to an escrow agent.

PART II - INFORMATION FOR BIDDERS

1. DATE AND PLACE FOR OPENING PROPOSALS

Pursuant to the "Invitation to Bidders", sealed proposals for performing the work will be received by the Clerk of the Board of Supervisors of the County of Stanislaus.

At the place and time set forth in said "Invitation to Bidders", they will be publicly opened and read. The awarding of the agreement, if awarded, will be made by said Board of Supervisors as soon thereafter as practicable.

2. PRINTED FORM OF PROPOSALS

All proposals must be made upon the blank proposal as included in PART III - PROPOSAL, and must give the price data in figures, and must be signed by the bidder. In accordance with the directions in the proposal, in order to insure consideration the proposal must be enclosed in a return envelope furnished by the bidder, and plainly marked: "Proposal for the Hatch Road and Santa Fe Avenue Intersection Widening Phase 3, -" and addressed to the Stanislaus County, Attn: Clerk of the Board of Supervisors, 1010 10th Street, Ste. 6700, Modesto, California, 95354. No bid may be withdrawn within ninety (90) days after time of opening.

3. OMISSIONS AND DISCREPANCIES

Should a bidder find discrepancies in, or omissions from, the drawings or other contract documents, or should the bidder be in doubt as to their meaning, it shall at once notify the Engineer in writing who may send a written instruction to all bidders.

4. ACCEPTANCE OR REJECTION OF PROPOSALS

The Board of Supervisors reserves the right to reject any or all proposals. Without limiting the generality of the foregoing, any proposal that is incomplete, obscure, or irregular may be rejected. Any proposal having erasures or corrections in the price sheet may be rejected. Any proposal that omits a bid on any one or more items in the price sheet may be rejected. Any proposal in which unit prices are obviously unbalanced may be rejected. Any proposal accompanied by an insufficient or irregular bidder's bond may be rejected. Any proposal that does not include and have attached a list of all subcontractors, complete with names and addresses, may be rejected.

Also, the Board reserves the right to reject the proposal of any bidder who is not responsible. The successful bidder shall be licensed by the State of California to perform the work required by the plans and specifications and shall endorse its license number on the proposal. The Board may require additional evidence of experience, financial responsibility, or corporate existence, at its option. Each bidder shall endorse its address to which notices hereunder may be directed on the proposal.

A bidder may be deemed not to be responsible and its bid rejected if a listed subcontractor is not responsible. Responsibility of any bidder or of any listed subcontractor shall be determined at the sole discretion of the Board.

5. CASH, CERTIFIED CHECK, CASHIER'S CHECK OR BIDDER'S BOND

All proposals shall be accompanied by cash, a certified check, certified to by some responsible bank or banker, a cashier's check on a bank, or a bidder's bond prepared and guaranteed by an admitted corporate surety made payable to the "County of Stanislaus" in the amount of ten percent (10%) of the total bid, unless otherwise specified. All such cash or checks will be returned to the respective bidder within ten (10) days after the proposals are opened, except those which the Board of Supervisors elects to hold until the successful bidder has executed the contract. Thereafter, all remaining cash or checks, including that of the successful bidder, will be returned within five (5) days after the issuance of the Notice to Proceed.

6. ACCEPTANCE OF PROPOSALS AND ITS EFFECT

Within ninety (90) days after the opening of the proposals, the Board of Supervisors will act upon them. The acceptance of a proposal will be notice in writing signed by a duly authorized representative of the Board of Supervisors and no other act of the Board of Supervisors shall constitute the acceptance of a proposal. The acceptance of a proposal shall bind the successful bidder to execute the contract and to be responsible for liquidated damages, as provided in Article SC-08. The rights and obligations provided for in the contract shall become effective and binding upon the parties only with its formal execution by the Board of Supervisors or its authorized designee.

7. MANDATORY PRE-BID MEETING AND SITE VISIT – NOT APPLICABLE

8. BID PROTEST

Any Bid protest must be submitted in writing to the County's offices (Attention: Linda Allsop), before 5:00 p.m. of the tenth (10) day following posting on the official bulletin board of the Clerk of the Board of Notice of Intent to Award for Construction. Time will be determined by County staff using the official clock of the Clerk of the Board. County will use reasonable efforts to deliver by facsimile a copy of Notice of Intent to Award for Construction to all Bidders who submitted Bids no later than the Business Day after issuance, although any delay or failure to do so will not extend the Bid protest deadline described above.

The initial protest must contain a complete statement of the basis for the protest.

The protest must refer to the specific portion of the document that forms the basis for the protest.

The protest must include the name, address, and telephone number of the person representing the protesting party.

Only Bidders who the County otherwise determines are responsive and responsible are eligible to protest a Bid; protests from any other Bidder will not be considered.

The party filing the protest must concurrently transmit a copy of the initial protest document and any attached documentation to all other parties with a direct financial interest that may be adversely affected by the outcome of the protest. Such parties shall include all other Bidders who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.

The procedure and time limits set forth in this paragraph are mandatory and are Bidder's sole and exclusive remedy in the event of a Bid protest. Bidder's failure to comply with these procedures shall constitute a waiver of any right to further pursue the Bid protest, including filing a Government Code Claim or legal proceedings. A Bidder may not rely on a protest submitted by another Bidder, but must timely pursue its own protest.

9. WITHDRAWAL OF BIDS

Bidders may withdraw their Bids at any time prior to the Bid opening time fixed in this Information to Bidders, only by written request for the withdrawal of Bid filed with the County at the County's office. Bidder or its duly authorized representative shall execute request to withdraw Bid. The submission of a Bid does not commit the County to award a contract for the Project, to pay costs incurred in the preparation of a Bid, or to procure or contract for any goods or services.

10. TIME FOR EXECUTING CONTRACT AND DAMAGES FOR FAILURE TO EXECUTE

After Notice of Award, the successful Bidder must execute and submit the following documents as indicated below:

- 1. Submit the following documents to County by 2:00 p.m. of the tenth (10) Day following Notice of Award. Execution of Contract by County depends upon approval of these documents, and any other document identified in County's Notice of Award:
 - a. Agreement: To be executed by successful Bidder. Submit four originals, each bearing an original signature.
 - b. Construction Performance Bond: To be executed by successful Bidder and surety, in the amount set forth in Construction Performance Bond. Submit one original.
 - c. Construction Labor and Material Payment Bond: To be executed by successful Bidder and surety, in the amount set forth in Construction Labor and Materials Payment Bond. Submit one original.
 - d. Insurance certificates and endorsements required by Special Conditions Article SC-15, INSURANCE. Submit one original set.
 - e. One complete set of documentary information received or generated by successful Bidder in preparation of Bid prices for its Bid, as set forth in Escrow Bid Documents.
 - f. The Guaranty in the form set forth in Guaranty. Submit four originals, each bearing an original signature.
 - g. Any other item described in Notice of Award (if any).
- 2. County shall have the right to communicate directly with Apparent Low Bidder's proposed performance bond surety, to confirm the performance bond. County may elect to extend the time to receive faithful performance and labor and material payment bonds.
- 3. The damages to the County for such breach will include loss from interference with its construction program and other items whose accurate amount will be difficult or impossible to compute. The amount of the cash, certified check, cashier's check or bidder's bond accompanying the proposal of such bidder shall be forfeited and applied by the Board of Supervisors as liquidated damages for such breach. In the event any bidder whose proposal shall be accepted shall fail or refuse to execute the contract as accepted as hereinbefore provided, the Board of Supervisors may, at its option, determine that such bidder has abandoned the contract and thereupon his proposal and the acceptance thereof shall be null and

void and the County shall be entitled to liquidated damages as provided in the Special Conditions. In such event, the Board of Supervisors may award the contract to the next low responsible bidder or bidders.

11. DETERMINATION OF LOW BIDDER

Except where the Board of Supervisors exercises the right reserved herein to reject any or all proposals, the contract will be awarded by said Board to the responsible bidder who has submitted the lowest bid. Quantities are approximate, only being as a basis for the comparison of bids. The Board of Supervisors reserves the right to increase, decrease or omit portions of the work as may be deemed necessary or advisable by the Engineer.

12. TIME FOR BEGINNING AND COMPLETING THE WORK

The Contractor shall commence work within five (5) days after the date of the Notice to Proceed, and shall complete the work within Seventy- Five (75) working days. The date of the Notice to Proceed shall constitute the first working day.

13. PRICES

The prices are to include the furnishing of all materials, plant, equipment, tools, scaffolds, and all other facilities, and the performance of all labor and services necessary or proper for completion of the work, except such as may be otherwise expressly provided in the contract documents.

14. INTERPRETATION OF ADDENDA

Oral interpretations shall not be made to any bidder as to the meaning of any of the contract documents, or be effective to modify any of the provisions of the contract documents. Every request for an interpretation shall be made in writing at least seven (7) calendar days prior to the bid opening and addressed and forwarded to Public Works Engineering, Attn: Norma Williams, 1716 Morgan Road, Modesto, California 95358.

15. RIGHT TO MAKE CORRECTIONS

The Engineer/Architect shall have the right to make such corrections and interpretations as may be deemed necessary for the fulfillment of the intent of the specifications. The Contractor shall be responsible for calling apparent errors or omissions to the attention of the Engineer/Architect for his corrections and/or interpretation. The Contractor shall not take advantage of said apparent errors or omissions.

16. SUBSTITUTIONS OF SECURITIES FOR WITHHELD PAYMENTS

Except as otherwise prohibited by law, the Contractor may elect to receive all payments due under the contract pursuant to without any retention. If the Contractor so elects, he shall deposit with the County securities with a value equal to the monies that would otherwise be withheld by the County. Said securities shall be as provided in Section 22300 of the Public Contract Code and shall be approved by the County as to both sufficiency and form.

17. CONSTRUCTION PAYMENT BOND AND CONSTRUCTION LABOR AND MATERIALS BOND SURETY

A surety insurer admitted in the State of California by the Department of Insurance shall execute Construction Payment Bond and Construction Labor and Materials Bond. County shall verify Surety's admission by either: (1) printing out information from the website of the Department of Insurance confirming that Surety is an admitted surety insurer; or, (2) obtaining a certificate from the County

Clerk confirming that Surety is an admitted insurer. County shall attach such verification to Construction Payment Bond and Construction Labor and Materials Bond.

18. CONFORMED CONSTRUCTION DOCUMENTS

Following Award of Contract, County may prepare a conformed set of Contract Documents reflecting Addenda issued during bidding, which shall, failing objection, constitute the approved set of Contract Documents.

PART III - PROPOSAL

STANISLAUS COUNTY BOARD OF SUPERVISORS

FOR THE CONSTRUCTION OF

Hatch Road and Santa Fe Avenue Intersection Widening Phase 3,

(Please include even if P.O. Box used)

The work for which this proposal is submitted is for construction in conformance with the special provisions (including the payment of not less than the State general prevailing wage rates or Federal minimum wage rates), the project plans described below, including any addenda thereto, the contract annexed hereto, and also in conformance with the California Department of Transportation Standard Plans, dated 2010, the Standard Specifications, dated 2010, and the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished.

Bids are to be submitted for the entire work. The amount of the bid for comparison purposes will be the total of all items. The bidder shall set forth for each unit basis item of work a unit price and a total for the item, and for each lump sum item a total for the item, all in clearly legible figures in the respective spaces provided for that purpose. In the case of unit basis items, the amount set forth under the "Item Total" column shall be the product of the unit price bid and the estimated quantity for the item.

In case of discrepancy between the unit price and the total set forth for a unit basis item, the unit price shall prevail, except as provided in (a) or (b), as follows:

- (a) If the amount set forth as a unit price is unreadable or otherwise unclear, or is omitted, or is the same as the amount as the entry in the item total column, then the amount set forth in the item total column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price;
- (b) Decimal Errors. If the product of the entered unit price and the estimated quantity is exactly off by a factor of ten, one hundred, etc., or one-tenth, or one-hundredth, etc. from the entered total, the discrepancy will be resolved by using the entered unit price or item total, whichever most closely approximates percentage wise the unit price or item total in the Item Total.

If both the unit price and the item total are unreadable or otherwise unclear, or are omitted, the bid may be deemed irregular. Likewise if the item total for a lump sum item is unreadable or otherwise unclear, or is omitted, the bid may be deemed irregular unless the project being bid has only a single item and a clear, readable total bid is provided.

Symbols such as commas and dollar signs will be ignored and have no mathematical significance in establishing any unit price or item total or lump sums. Written unit prices, item totals and lump sums will be interpreted according to the number of digits and, if applicable, decimal placement. Cent symbols also have no significance in establishing any unit price or item total since all figures are assumed to be expressed in dollars and/or decimal fractions of a dollar. Bids on lump sum items shall be item totals only; if any unit price for a lump sum item is included in a bid and it differs from the item total, the items total shall prevail.

The foregoing provisions for the resolution of specific irregularities cannot be so comprehensive as to cover every omission, inconsistency, error or other irregularity which may occur in a bid. Any situation not specifically provided for will be determined in the discretion of the COUNTY OF STANISLAUS, and that discretion will be exercised in the manner deemed by the COUNTY OF STANISLAUS to best protect the public interest in the prompt and economical completion of the work. The decision of the COUNTY OF STANISLAUS respecting the amount of a bid, or the existence or treatment of an irregularity in a bid, shall be final.

Accompanying this proposal shall be a bidder's bond issued by a California admitted surety, or certified or cashier's check, or cash in the amount of ten percent (10%) of the proposal as a form of bidder's security.

If this proposal shall be accepted and the undersigned shall fail to enter into the contract and furnish the 2 bonds in the sum required by Article SC-14, BONDS, with surety satisfactory to the COUNTY OF STANISLAUS, within ten (10) days, not including Saturdays, Sundays and legal holidays, after the bidder has received notice from the COUNTY OF STANISLAUS that the contract has been awarded, the COUNTY OF STANISLAUS may, at its option, determine that the bidder has abandoned the contract, and thereupon this proposal and the acceptance thereof shall be null and void and the forfeiture of the security accompanying this proposal shall operate and the same shall be the property of the COUNTY OF STANISLAUS.

The undersigned, as bidder, declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm, or corporation; that he has carefully examined the location of the proposed work, the annexed proposed form of contract, and the plans therein referred to; and he proposes, and agrees if this proposal is accepted, that he will contract with the COUNTY OF STANISLAUS, in the form of the copy of the contract annexed hereto, to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials specified in the contract, in the manner and time therein prescribed, and according to the requirements of the Engineer as therein set forth, and that he will take in full payment therefore the following prices, to wit:

CONTRACTOR BID SHEET HATCH ROAD AND SANTA FE AVENUE INTERSECTION WIDENING PHASE 3

Item No.	Item	Estimated Quantity	Unit of Measure	Unit Price (In Figures)	Item Total (In Figures)
1	Mobilization	1	LS		
2	Water Pollution Control	1	LS		
3	Traffic Control	1	LS		
4	Clearing and Grubbing	1	LS		
5	Reset Mailboxes	1	LS		
6	Earthwork	4,260	CY		
7	Concrete Island Medians	2,366	SF		
8	Hot Mix Asphalt (Type A)	5,426	TONS		
9	Aggregate Base (Class 2)	5,433	TONS		
10	Cold Plane Asphalt Concrete Pavement	4,152	SF		
11	PCC Curb	519	LF		
12	Fencing	702	LF		
13	Shoulder Backing	854	TONS		
14	Thermoplastic Striping (22, 27B, 29, 31, 38, 40 yellow)	10,759	LF		
15	Thermoplastic Pavement Markings	1,804	SF		
16	Signals Lighting and Electrical Systems	1	LS		
17	Object Markers	4	EA		
18	Traffic Signs	10	EA		
19	AC Dike Type "A"	820	LF		
20	Metal Beam Guardrail (TYPE A77L2)	120	LF		
21	AT&T Underground Conduit	133	LF		
22	Lead Compliance Plan	1	LS		
23	As built Drawings	1	LS		
24	Overside Drain Labor Only (Materials Under HMA)	7	EA		
			,	TOTAL BID	

(SIGN	ED) Date:
Note:	All line items must have an entry placed in its appropriate box, and this form must be signed for the
	bid to be accepted as complete.

ADDENDUM SHEET

HATCH ROAD AND SANTA FE AVENUE INTERSECTION WIDENING PHASE 3

-

<u>ADDENDUM</u>	<u>DATED</u>	DAT	E RECEIVED	INITIALS
Contractor				
Address				
Phone ()		Fax()	
(SIGNED)			Date:	
	t be completed and submitted w			

SUBCONTRACTORS LIST

The Bidder shall list the name and address of each subcontractor to whom the Bidder proposes to subcontract portions of the work, as required by the provisions in Section 2-1.33C, "Subcontractor List," of the Standard Specifications. Photocopies of this form may be used for additional subcontractors.

Subcontractor:	License #:	License Classification(s):
Business Address:		DBE (Yes/No):
Bid Item(s):		Amount:
Subcontractor:	License #:	License Classification(s):
Business Address:		DBE (Yes/No):
Bid Item(s):		Amount:
Subcontractor:	License #:	License Classification(s):
Business Address:	•	DBE (Yes/No):
Bid Item(s):		Amount:
Subcontractor:	License #:	License Classification(s):
Business Address:		DBE (Yes/No):
Bid Item(s):		Amount:
Subcontractor:	License #:	License Classification(s):
Business Address:	•	DBE (Yes/No):
Bid Item(s):		Amount:
(SIGNED)	Date:	

This sheet must be completed and submitted with your bid for your bid to be accepted as complete.

BID DOCUMENTS REQUIRED AT BID OPENING

It is <u>required</u> that the following documents must be completed, signed, and submitted with the Proposal at bid opening. Failure to complete or provide any of the required documents will be deemed an incomplete and rejected bid.

- Contractor's Bid Sheet
- Addendum Sheet
- Subcontractors List
- Insurance Requirements Acknowledgement
- Equal Employment Opportunity Certification (for Contractor and each Subcontractor)
- Public Contract code
- Noncollusion Affidavit
- Non-Discrimination of the Handicapped
- Debarment and Suspension Certification
- Proposal Signature Sheet
- Bidder's Bond
- W-9 Form

INSURANCE REQUIREMENTS ACKNOWLEDGEMENT

Your insurance agent must thoroughly review the contract specifications before he issues the Certificate of Insurance. Insurance requirements are as specified in Article SC-15, INSURANCE.

ACKNOWLEDGEMENT of receipt of, and AGREEMENT to obtain/provide an insurance policy for the subject project as per the requirements set forth herein above by both the Contractor and Insurance Agent as listed in our project specifications, Section SC-15 Insurance.

Signature of Contractor	Date
Contractor	Federal ID No.
Street Address	
City, State, Zip	Phone Number
Type of Business: Sole Proprietor _	Partnership Non-Profit 501 (c)(3)
Other, please explain	ı:
Signature of Insurance Agent	Date
Insurance Agent / Firm Name	Policy Number
Street Address	
City, State, Zip	Phone Number
General Liability	
Auto Liability	
Workers Comp/Employers Liability	(per State of California)
All-Risk Course of Construction	
Railroad Protective Liability	

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bi	dder	, proposed
		, hereby certifies that he has
		_, participated in a previous contract or subcontract subject to the equal opportunity
		Executive Orders 10925, 11114, or 11246, and that, where required, he has filed
with th	ne Joint Reporti	g Committee, the Director of the Office of Federal Contract Compliance, a Federal
Govern	nment contract	ng or administering agency, or the former President's Committee on Equa
Employ	yment Opportur	ity, all reports due under the applicable filling requirements.
Note:	Secretary of I subcontractor opportunity cl	tification is required by the Equal Employment Opportunity Regulations of the abor (41 CFR 60-1.7(b) (1)), and must be submitted by bidders and proposed sonly in connection with contracts and subcontracts which are subject to the equal use. Contracts and subcontracts which are exempt from the equal opportunity forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or upt.)
	Currently, Sta implementing	dard Form 100 (EEO-1) is the only report required by the Executive Orders or their regulations.
	subcontract su 41 CFR 60-1 submits a rep	e contractors and subcontractors who have participated in a previous contract of object to the Executive Orders and have not filed the required reports should note that 7(b) (1) prevents the award of contracts and subcontracts unless such contractor or covering the delinquent period or such other period specified by the Federal ninistration or by the Director, Office of Federal Contract Compliance, U.S. Labor.
(SIGN)	ED)	Date:

Note: This sheet must be completed and submitted with your bid for your bid to be accepted as complete.

PUBLIC CONTRACT CODE

Public Contract Code Section 10285.1 Statement

1 ubile Contract Code Section 10265.1 Statement
In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder has, has not been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.
Note: The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided. The above Statement is part of the Proposal. Signing this Proposal on the signature portion thereo shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.
Public Contract Code Section 10162 Questionnaire
In conformance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:
Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing federal, state, or local government project because of a violation of law or a safety regulation?
Yes No
If the answer is yes, explain the circumstances in the following space.
Public Contract Code 10232 Statement In conformance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.
(SIGNED) Date:
Note: This sheet must be completed and submitted with your hid for your hid to be accounted as complete

Note: This sheet must be completed and submitted with your bid for your bid to be accepted as complete. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

NONCOLLUSION AFFIDAVIT

(Title 23 United States Code Section 112 and Public Contract Code Section 7106)

TO THE COUNTY OF STANISLAUS DEPARTMENT OF PUBLIC WORKS

, being duly sworn, deposes and says that he or she is
, of the party making the
foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person,
partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or
sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or
sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or
anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any
manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the
bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or
of that of any other bidder, or to secure any advantage against the public body awarding the contract of
anyone interested in the proposed contract, that all statements contained in the bid are true; and, further,
that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or
the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to
any corporation, partnership, company association, organization, bid depository, or to any member or agent
thereof to effectuate a collusive or sham bid.
(SIGNED) Date:

Note: This sheet must be completed and submitted with your bid for your bid to be accepted as complete.

NON-DISCRIMINATION OF THE HANDICAPPED

Policy Statement

In compliance with Section 51.55, Office of Revenue Sharing, Department of the Treasury, it is the policy of Stanislaus County that it will not aid or perpetuate discrimination against a qualified handicapped individual by funding an agency, organization, or person that discriminates on the basis of handicap in providing any aid, benefit, or service to beneficiaries of the program or activity.

The County is committed to provide access to all County services, programs and meetings open to the public to people with disabilities.

In this regard, County and all of its Contractors and Subcontractors will take all reasonable steps in accordance with GRS Section 51.55 to ensure that handicapped individuals have the maximum opportunity for the same level of aid, benefit or service as any other individual.

Certification

Each agency, organization, or person seeking a bid, contract or agreement with Stanislaus County shall sign a certification of compliance with Section 504 of the Rehabilitation Act of 1973 as incorporated in the Revenue Sharing Act.

<u>CERTIFICATION OF BIDDER REGARDING</u> <u>NON-DISCRIMINATION OF THE HANDICAPPED</u>

The bidder hereby certifies that he/she is in compliance with Section 504 of the Rehabilitation Act of 1973 as incorporated in the Revenue Sharing Act, the applicable administrative requirements promulgated in response thereto, and any other applicable Federal laws and regulations relating to handicap discrimination and participation.

NAME OF BIDDER:	
BUSINESS ADDRESS:	TEL.
DUSINESS ADDRESS.	IEL.
CITY, STATE, ZIP CODE:	
DV	mymy F
BY: (Signature)	_ TITLE:
DATED:	
EATED.	-

Note: This sheet must be completed and submitted with your bid for your bid to be accepted as complete.

DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

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

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions wil	1 not	nec	essarily	result	in	denial	l of	awaı	rd, bi	at w	ill b	e co	nsider	ed ii	n deter	minin	g bi	dder
responsibility.	For	any	excepti	on not	ed a	above,	ind	icate	belo	w to	who	om i	t appli	es, i	nitiatin	g age	ncy,	and
dates of action.																		

Note:	This sheet must be completed and submitted with you	r bid for you	r bid to be accep	ted as complete.

Providing false information may result in criminal prosecution or administrative sanctions.

Date:

(SIGNED)

Form W-9 (Rev. August 2013) Department of the Treasury Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

	Name (as shown on your income tax return)							
6.2								
s on pag	Check appropriate box for federal tax classification: Individual/sole proprietor	Exe	Exemptions (see instructions):					
Print or type See Specific Instructions on page	Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership	Exempt payee code (if any) Exemption from FATCA reporting code (if any)						
P	Other (see instructions) ► Address (number, street, and apt. or suite no.)	uester's	name	and a	ddress (option	al)	
bec		20.)/å:	70	
See S	City, state, and ZIP code							
	List account number(s) here (optional)							
Enter to averesid entition TIN of Note number	Taxpayer Identification Number (TIN) r your TIN in the appropriate box. The TIN provided must match the name given on the "Name" lin roid backup withholding. For individuals, this is your social security number (SSN). However, for a lent alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other es, it is your employer identification number (EIN). If you do not have a number, see How to get a on page 3. b. If the account is in more than one name, see the chart on page 4 for guidelines on whose per to enter.				tification		ber	
Pa								
	er penalties of perjury, I certify that:							
	he number shown on this form is my correct taxpayer identification number (or I am waiting for a n							
S	am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I I ervice (IRS) that I am subject to backup withholding as a result of a failure to report all interest or d o longer subject to backup withholding, and							
3. 18	am a U.S. citizen or other U.S. person (defined below), and							
4. Th	e FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is	correct	1					
beca inter	ification instructions. You must cross out item 2 above if you have been notified by the IRS that you have failed to report all interest and dividends on your tax return. For real estate transactivest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to a really, payments other than interest and dividends, you are not required to sign the certification, bu	ns, iter individ	n 2 do ual re	oes no tireme	ot apply ent arrai	/. For i	mortgag ent (IRA	ge), and

General Instructions

Signature of

U.S. person ▶

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

instructions on page 3.

Sign

Here

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- 1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- 2. Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

· An individual who is a U.S. citizen or U.S. resident alien,

Date >

- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- . An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

Cat. No. 10231X Form W-9 (Rev. 8-2013)

Page 2

Form W-9 (Rev. 8-2013)

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity,
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust, and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a
 grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Norresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treatly to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

- The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
- 2. The treaty article addressing the income.
- The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
- 4. The type and amount of income that qualifies for the exemption from tax.
- Sufficient facts to justify the exemption from tax under the terms of the treaty article

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

- 1. You do not furnish your TIN to the requester,
- You do not certify your TIN when required (see the Part II instructions on page 3 for details),
- 3. The IRS tells the requester that you turnished an incorrect TIN,
- 4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
- You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See Exempt payee code on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see Special rules for partnerships on page 1.

What is FATCA reporting? The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See Exemption from FATCA reporting code on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt, In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulation section 301,7701-2(c)(2)(iii). Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income should be reported. For example, if a foreign ILC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Note. Check the appropriate box for the U.S. federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the U.S. federal tax classification in the space provided. If you are an LLC that is treated as a partnership for U.S. federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation, as appropriate. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for U.S. federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required U.S. federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the Exemptions box, any code(s) that may apply to you. See Exempt payee code and Exemption from FATCA reporting code on page 3. Form W-9 (Rev. 8-2013) Page 3

Exempt payee code. Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following codes identify payees that are exempt from backup withholding:

- 1 An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2-The United States or any of its agencies or instrumentalities
- 3 A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5-A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8-A real estate investment trust
- $9\!-\!\text{An}$ entity registered at all times during the tax year under the Investment Company Act of 1940
- 10-A common trust fund operated by a bank under section 584(a)
- 11 Δ financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13-A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for	THEN the payment is exempt for				
Interest and dividend payments	All exempt payees except for 7				
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations, S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.				
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4				
Payments over \$600 required to be reported and direct sales over \$5,000 [†]	Generally, exempt payees 1 through 5 ²				
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4				

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements.

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
- B-The United States or any of its agencies or instrumentalities
- $C\!-\!A$ state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
- D-A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472-1(c)(1)(i)
- E-A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(i)
- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

- G-A real estate investment trust
- H A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1040
- I-A common trust fund as defined in section 584(a)
- J-A bank as defined in section 581
- K-A broker
- L-A trust exempt from tax under section 664 or described in section 4947(a)(1)
- M-A tax exempt trust under a section 403(b) plan or section 457(q) plan

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see How to get a TIN below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see Limited Liability Company (LLC) on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an TIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-329-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign F orm W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see Exempt payee code earlier.

Signature requirements, Complete the certification as indicated in items 1 through 5 below.

- Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.
- 2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. It you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
- Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.
- 4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
- 5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

Form W-9 (Rev. 8-2013)

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
Individual Two or more individuals (joint account)	The individual The actual owner of the account or if combined funds, the first individual on the account '
Custodian account of a minor (Uniform Gift to Minors Act)	The minor *
The usual revocable savings trust (grantor is also trustee) So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ' The actual owner '
Sole proprietorship or disregarded entity owned by an individual	The owner
Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
Disregarded entity not owned by an individual A valid trust, estate, or pension trust	The owner Legal entity *
Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
 Association, club, religious, charitable, educational, or other tax-exempt organization 	The organization
Partnership or multi-member LLC A broker or registered nominee	The partnership The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
 Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B)) 	The trust

List first and circle the name of the person whose number you turnish. If only one person on a joint account has an SSN, that person's number must be furnished.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- · Protect your SSN,
- . Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: sparr@uce.gov or contact them at www.ftc.gov/lidtheft or 1-877-IBTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

² Circle the minor's name and furnish the minor's SSN,

³ You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see Special rules for partnerships on page 1.

^{*}Note. Grantor also must provide a Form W-9 to trustee of trust

PROPOSAL SIGNATURE SHEET

Accompanying this proposal is		(insert the words "cash,"
"cashier's check," "certified check," or	"bidder's bond," (\$	(insert the words "cash,")," as the case may be) in amount
equal to at least ten percent of the total o	f the bid.	
The names of all persons interested in the	e foregoing proposal as pr	rincipals are as follows:
president, secretary, treasurer, and mana	ger thereof; if a copartne	name of corporation, also names of the rship, state true name of firm, also names terested person is an individual, state first
Licensed in conformance with an est much		of contractors
Licensed in conformance with an act pro	viding for the registration	of contractors,
License No	Classification(s	s)
Expiration Date		
Estimate sheets that were received as particles By my signature on this proposal I conclideration and 10285.1 are true and correct and that the Fair Employment and Housing On Administrative Code). By my signature of laws of the State of California and the Uby Title 23 United States Code, Section of Federal Regulations, Part 29 Debarmed	have been received and rt of the addenda.) ertify, under penalty of aire and statements of Public the bidder has complied Commission Regulations on this proposal I further and States of America, 112 and Public Contract (12)	perjury under the laws of the State of plic Contract Code Sections 10162, 10232 with the requirements of Section 8103 of s (Chapter 5, Title 2 of the California certify, under penalty of perjury under the that the Noncollusion Affidavit required Code Section 7106; and the Title 49 Code fication are true and correct.
Place of Business:		Title of Bidder

Note: This sheet must be completed and submitted with your bid for your bid to be accepted as complete.

BIDDER'S BOND

we,	•
	as Surety are bound unto the ereafter referred to as "Obligee", in the penal sum of ten percent Principal submitted to the Obligee for the work described below, elves, jointly and severally,
THE CONDITION OF THIS OBLIGATIO	N IS SUCH, THAT:
Intersection Widening Phase 3 -, for v	o the Obligee, for the Hatch Road and Santa Fe Avenue which bids are to be opened at Stanislaus County Board of 0 10th Street, Room 6709, Modesto, CA, September 16, 2015.
under the specifications, after the prescribe contract, in the prescribed form, in conform guarantee faithful performance of the contraprovided by law, then this obligation shall be a law, the event suit is brought upon this bond	September 23, 2015 warded the contract and, within the time and manner required d forms are presented to him for signature, enters into a written nance with the bid, and files two bonds with the Obligee, one to act and the other to guarantee payment for labor and materials as be null and void; otherwise, it shall remain in full force. by the Obligee and judgment is recovered, the Surety shall pay at, including a reasonable attorney's fee to be fixed by the court.
Dated:	
	Principal
D	Surety
By:	Attorney-in-fact

NOTE: Signatures of those executing for the surety must be properly acknowledged.

CERTIFICATE OF ACKNOWLEDGEMENT

ATTACH APPROPRIATE NOTARY CERTIFICATE AND SEAL

Note: A Bidder's Bond must be completed and submitted with your bid for your bid to be accepted as complete.

RELATIONS WITH RAILROAD

This project involves upgrades to the B.N.S.F. Railroad crossing.

STATE PREVAILING WAGE RATES

For current rates go to the California Department of Industrial Relations webpage at the following:

http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm

PART IV – SAMPLE AGREEMENT, BONDS, AND GUARANTEE

COUNTY OF STANISLAUS AGREEMENT

THIS	AGREEMENT, by and between, whose place of
OF ST the lay	AGREEMENT, by and between, whose place of sex is located at ("Contractor"), and the COUNT ANISLAUS ("County"), acting under and by virtue of the authority vested in the County by sof the State of California.
WHEI	REAS, County, by its Resolution Noadopted on the day of, 20 awarded to Contractor the following Contract:
	[Enter Project Name and Contract Number]
	THEREFORE, in consideration of the mutual covenants hereinafter set forth, Contractor bunty agree as follows:
	Article 1. Work
1.1	Contractor shall complete all Work specified in the Contract Documents, in accordance with the Specifications, Drawings, and all other terms and conditions of the Contract Documents.
	Article 2. Architect/Engineer and Project Manager
2.1	designed the Project and furnished the Plans and Specifications shall have the rights assigned to Architect/Engineer in the Contract Documents.
2.2	County has designated the Public Works Construction Manager as its Project Manager t act as County's Representative in all matters relating to the Contract Documents.
	Article 3. Contract Time and Liquidated Damages
3.1	Contract Time
	Contractor shall commence Work on the date established in the Notice to Proceed. Count reserves the right to modify or alter the Commencement Date of the Work.
	Contractor shall achieve Final Completion of the entire Work and be ready for Final Payment in accordance with Contract Closeout Working Day from the date when the Contract Time commences to run as provided in the Agreement.

3.2 Liquidated Damages

Liquidated Damages shall comply with SC-08 of the Special Conditions and 8-1.10 of the Standard Specifications.

Liquidated damages shall apply cumulatively and except as provided below, shall be presumed to be the damages suffered by County resulting from delay in completion of the Work.

3.3 Liquidated damages for delay shall only cover administrative, overhead, interest on bonds, and general loss of public use damages suffered by County as a result of delay. Liquidated damages shall not cover the cost of completion of the Work, damages resulting from Defective Work, lost revenues or costs of substitute facilities, or damages suffered by others who then seek to recover their damages from County (for example, delay claims of other contractors, subcontractors, tenants, or other third-parties), and defense costs thereof.

Article 4. Contract Sum

4.1 County shall pay Contractor the Contract Sum for completion of Work in accordance with Contract Documents as set forth in Contractor's Bid.

Article 5. Contractor's Representations

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

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

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

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

Article 6. Contract Documents

6.1 Contract Documents consist of the following documents, including all changes, Addenda, and Modifications thereto:

Notice of Award
Agreement
Notice to Proceed
Construction Performance Bond
Construction Labor and Material Payment Bond
Special Conditions
Addenda
Special Provisions
Drawings
Encroachment Permit [if applicable]
Form FHWA-1273 [if applicable]

6.2 There are no Contract Documents other than those listed in this Document, Article 6.

Article 7. Indemnity

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

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

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

Article 8. Miscellaneous

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

- 8.3 Contractor shall not assign any portion of the Contract Documents, and may subcontract portions of the Contract Documents only in compliance with the Subcontractor Listing Law, California Public Contract Code §4100 *et seq*.
- 8.4 The Contract Sum includes all allowances (if any).
- 8.5 In entering into a public works contract or a subcontract to supply goods, services or materials pursuant to a public works contract, Contractor or Subcontractor offers and agrees to assign to the awarding body all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. §15) or under the Cartwright Act (Chapter 2 (commencing with §16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time County tenders final payment to Contractor, without further acknowledgment by the parties.
- 8.6 Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations, are deemed included in the Contract Documents and on file at County's Office, and shall be made available to any interested party on request. Pursuant to California Labor Code §1861, Contractor represents that it is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and Contractor shall comply with such provisions before commencing the performance of the Work of the Contract Documents.
- 8.7 Should any part, term or provision of this Agreement or any of the Contract Documents, or any document required herein or therein to be executed or delivered, be declared invalid, void or unenforceable, all remaining parts, terms and provisions shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby. If the provisions of any law causing such invalidity, illegality or unenforceability may be waived, they are hereby waived to the end that this Agreement and the Contract Documents may be deemed valid and binding agreements, enforceable in accordance with their terms to the greatest extent permitted by applicable law. In the event any provision not otherwise included in the Contract Documents is required to be included by any applicable law, that provision is deemed included herein by this reference (or, if such provision is required to be included in any particular portion of the Contract Documents, that provision is deemed included in that portion).
- 8.8 This Agreement and the Contract Documents shall be deemed to have been entered into in the County of Stanislaus, State of California, and governed in all respects by California law (excluding choice of law rules). The exclusive venue for all disputes or litigation hereunder shall be in Stanislaus County Superior Court. Contractor accepts the Claims Procedure in Special Conditions, Article SC-16, WORK DISPUTES, as a claims

procedure by agreement under the California Government Code, Title 1, Division 3.6, Part 3, Chapter 5.

8-9 <u>Notices</u>: Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

communication is sent through regular (United States mail.
If to County:	
If to Contractor:	
IN WITNESS WHEREOF the parties have executed year first above written.	cuted this Agreement in quadruplicate the day and
COUNTY OF STANISLAUS	[CONTRACTOR]
By: Matt Machado, Director Public Works Department	By: Name Title
APPROVED AS TO FORM: John P. Doering, County Counsel	

END OF AGREEMENT

By:

Thomas E. Boze

Deputy County Counsel

CONSTRUCTION PERFORMANCE BOND

by and between the parties listed listed below. This Bond consists following page. Any singular	ance Bond ("Bond") is dated which is one hundred percent of the below to ensure the faithful performs of this page and the Bond Terms are reference to	ne Contract Sum, and is entered into mance of the Construction Contract is and Conditions as stated on the ("Contractor"),
considered plural where applicable.	_ ("Surety"), County of Stanislaus	("County"), or other party shall be
CONTRACTOR:	SURETY:	
Name	Name	
Address	Principal P	Place of Business
City/State/Zip	City/State/Z	Zip
CONTRACT NUMBER		
CONTRACT NUMBE	K:	
Dated	in the Amount of \$	(the "Penal Sum").
CONTRACTOR:	SURETY:	
Company: (Corp. Seal)	Company:	(Corp. Seal)
Signature	Signature	
Name	Name	
Title	 Title	

CONSTRUCTION PERFORMANCE BOND TERMS AND CONDITIONS

- 1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to County for the complete and proper performance of the Construction Contract, which is incorporated herein by reference.
- If Contractor completely and properly performs all of its obligations under the Construction Contract, Surety and Contractor shall have no obligation under this Bond.
- 3. If there is no County Default, Surety's obligation under this Bond shall arise after:
 - 3.1 County has declared a Contractor Default under the Construction Contract pursuant to the terms of the Construction Contract; and
 - 3.2 County has agreed to pay the Balance of the Contract Sum:
 - 3.2.1 To Surety in accordance with the terms of this Bond and the Construction Contract; or
 - 3.2.2 To a contractor selected to perform the Construction Contract in accordance with the terms of this Bond and the Construction Contract.
- 4. When County has satisfied the conditions of Paragraph 3, Surety shall promptly (within thirty (30) Days) and at Surety's expense elect to take one of the following actions:
 - 4.1 Arrange for Contractor, with consent of County, to perform and complete the Construction Contract (but County may withhold consent, in which case the Surety must elect an option described in Paragraphs 4.2, 4.3 or 4.4, below); or
 - 4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; provided, that Surety may not select Contractor as its agent or independent contractor without County's consent; or
 - 4.3 Undertake to perform and complete the Construction Contract by obtaining bids from qualified contractors acceptable to County for a contract for performance and completion of the Construction Contract and, upon determination by County of the lowest responsive and responsible Bidder, arrange for a contract to be prepared for execution by County and the contractor selected with County's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract; and, if Surety's obligations defined in Paragraph 6, below, exceed the Balance of the Contract Sum, then Surety shall pay to County the amount of such excess; or
 - 4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances and, after investigation and consultation with County, determine in good faith its monetary obligation to County under Paragraph 6, below, for the performance and completion of the Construction Contract and, as soon as practicable after the amount is determined, tender payment therefore to County with full explanation of the payment's calculation. If County accepts Surety's tender under this Paragraph 4.4, County may still hold Surety liable for future damages then unknown or unliquidated resulting from the Contractor Default. If County disputes the amount of Surety's tender under this Paragraph 4.4, County may exercise all remedies available to it at law to enforce Surety's liability under Paragraph 6, below.
- 5. If Surety does not proceed as provided in Paragraph 4, then Surety shall be deemed to be in default on this Bond ten (10) Days after receipt of an additional written notice from County to Surety demanding that Surety perform its obligations under this Bond. At all times County shall be entitled to enforce any remedy available to County at law or under the Construction Contract including, without limitation, and by way of example only, rights to perform work, protect Work, mitigate damages, advance critical Work to mitigate schedule delay, or coordinate Work with other consultants or contractors.
- 6. Surety's monetary obligation under this Bond is limited by the amount of this Bond identified herein as the Penal Sum. This monetary obligation shall augment the Balance of the Contract Sum. Subject to these limits, Surety's obligations under this Bond are commensurate with the obligations of Contractor under the Construction Contract. Surety's obligations shall include, but are not limited to:
 - 6.1 The responsibilities of Contractor under the Construction Contract for completion of the Construction Contract and correction of Defective Work;
 - 6.2 The responsibilities of Contractor under the Construction Contract to pay liquidated damages, and for damages for which no liquidated damages are specified in the Construction Contract, actual damages caused by non-performance of the Construction Contract including, but not limited to, all valid and proper backcharges, offsets, payments, indemnities, or other damages;
 - 6.3 Additional legal, design professional and delay costs resulting from Contractor Default or resulting from the actions or failure to act of the Surety under Paragraph 4, above (but excluding attorney's fees incurred to enforce this Bond).
- 7. No right of action shall accrue on this Bond to any person or entity other than County or its successors or assigns.
- 8. Surety hereby waives notice of any change, alteration or addition to the Construction Contract or to related subcontracts, purchase orders and other obligations, including changes of time. Surety consents to all terms of the Construction Contract, including provisions on changes to the Contract. No extension of time, change, alteration, Modification, deletion, or addition to the Contract Documents, or of the Work required thereunder, shall release or exonerate Surety on this Bond or in any way affect the obligations of Surety on this Bond.
- 9. Any proceeding, legal or equitable, under this Bond shall be instituted in any court of competent jurisdiction where a proceeding is pending between County and Contractor regarding the Construction Contract, or in the courts of the County of Stanislaus, or in a court of competent jurisdiction in the location in which the Work is located. Communications from County to Surety under Paragraph 3.1 of this Bond shall be deemed to include the necessary agreements under Paragraph 3.2 of this Bond unless expressly stated otherwise.
- 10 All notices to Surety or Contractor shall be mailed or delivered (at the address set forth on the signature page of this Bond), and all notices to County shall be mailed or delivered as provided in the Agreement. Actual receipt of notice by Surety, County or Contractor, however accomplished, shall be sufficient compliance as of the date received at the foregoing addresses.
- 11. Any provision in this Bond conflicting with any statutory or regulatory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein.
- 12. Definitions
 - 12.1 Balance of the Contract Sum: The total amount payable by County to Contractor pursuant to the terms of the Construction Contract after all proper adjustments have been made under the Construction Contract, for example, deductions for progress payments made, and increases/decreases for approved Modifications to the Construction Contract.
 - 12.2 Construction Contract: The agreement between County and Contractor identified on the signature page of this Bond, including all Contract Documents and changes thereto.
 - 12.3 Contractor Default: Material failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract including, but not limited to, "default" or any other condition allowing a termination for cause as provided in Section 8-1.11 of the State of California, Department of Transportation, Standard Specifications.
 - 12.4 County Default: Material failure of County, which has neither been remedied nor waived, to pay Contractor progress payments due under the Construction Contract or to perform other material terms of the Construction Contract, if such failure is the cause of the asserted Contractor Default and is sufficient to justify Contractor termination of the Construction Contract.

CONSTRUCTION LABOR AND MATERIAL PAYMENT BOND

	in the penal sum o	faterial Payment Bond	which is one hundred
percent of the Contract Sum,			
faithful performance of the Co			
Bond Terms and Condition	("Contractor"	"),	("Surety"),
County of Stanislaus ("County	'), or other party shal	l be considered plural where	applicable.
CONTRACTOR:		SURETY:	
Name		Name	
Address		Principal Place of B	susiness
City/State/Zip		City/State/Zip	
CONSTRUCTION CONTI	RACT:		
CONTRACT NUM	MBER:		
Dated	in the Amount o	f \$	(the "Penal Sum").
CONTRACTOR:		SURETY:	
Company: (Corp. Seal)		Company: (Corp. S	leal)
Signature		Signature	
Name		Name	
Title		Title	

CONSTRUCTION LABOR AND MATERIAL PAYMENT BOND TERMS AND CONDITIONS

- Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to County and to Claimants, to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.
- 2. With respect to County, this obligation shall be null and void if Contractor:
 - 2.1 Promptly makes payment, directly or indirectly, for all sums due Claimant; and
 - 2.2 Defends, indemnifies and hold harmless County from all claims, demands, liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Construction Contract, provided County has promptly notified Contractor and Surety (at the address set forth on the signature page on this Bond) or any claims, demands, lien or suits and tendered defense of such claims, demands, liens or suits to Contractor and Surety, and provided there is no County Default.
- 3. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly through its Subcontractors, for all sums due Claimants. If Contractor or its Subcontractors, however, fail to pay any of the persons named in Section 3181 of the California Civil Code, 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 form the wages of employees of Contractor or Subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to such work and labor, then Surety shall pay for the same, and also, in case suit is brought upon this Bond, a reasonable attorney's fee, to be fixed by the court.
- 4. Consistent with the California's Mechanic's Lien Law, Civil Code §3082, et seq., Surety shall have no obligation to Claimants under this Bond unless the Claimant has satisfied all applicable notice requirements.
- 5. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety under this Bond.
- 6. Amounts due Contractor under the Construction Contract shall be applied first to satisfy claims, if any, under any Construction Performance Bond and second, to satisfy obligations of Contractor and Surety under this Bond.
- 7. County shall not be liable for payment of any costs, expenses, or attorney's fees of any Claimant under this Bond, and shall have under this Bond no obligation to made payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
- 8. Surety hereby waives notice of any change, including changes to time, to the Construction Contract or to related subcontracts, purchase orders and other obligations. Surety further hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Construction Contract, or to the Work to be performed thereunder, or materials or equipment to be furnished thereunder or the Specifications accompanying the same, shall in any way affect its obligations under this Bond, and it does hereby waive any requirement of notice or any such change, extension of time, alteration or addition to the terms of the Construction Contract or to the Work or to the Specifications or any other changes.
- 9. Suit against Surety on this Bond may be brought by any Claimant, or its assigns, at any time after the Claimant has furnished the last of the labor or materials, or both, but, per Civil Code §3249, must be commenced before the expiration of six (6) months after the period in which stop notices may be filed as provided in Civil Code §3184.
- 10. All notices to Surety or Contractor shall be mailed or delivered (at the address set forth on the signature page of this Bond), and all notices to County shall be mailed or delivered as provided in Agreement. Actual receipt of notice by Surety, County or Contractor, however accomplished, shall be sufficient compliance as of the date received at the foregoing address.
- 11. This Bond has been furnished to comply with the California Mechanic's Lien Law including, but not limited to, Civil Code §3247, 3248, *et seq.*Any provision in this Bond conflicting with said statutory or other legal requirements shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
- 12. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

13. Definitions:

- 13.1 Claimant: An individual or entity having a direct contract with Contractor or with a Subcontractor of Contractor to furnish labor, materials or equipment for use in the performance of the Contract, as further defined in California Civil Code §3181. The intent of this Bond shall be to include without limitation in the terms "labor, material or equipment" that part of water, gas, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the Work of Contractor and Contractor's Subcontractors, and all other items for which a stop notice might be asserted. The Term Claimant shall also include the Unemployment Development Department as referred to in Civil Code §3248(b),
- 13.2 Construction Contract: The agreement between County and Contractor identified on the signature page of this Bond, including all Contract Documents and changes thereto.
- 13.3 County Default: Material failure of County, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract, provided that failure is the cause of the failure of Contractor to pay the Claimants and its sufficient to justify termination of the Construction Contract.

GUARANTEE

TO: The County of Stanislaus ("County"), for construction of the

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

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

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

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

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

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

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

(SIGNATURE NEXT PAGE)

Date:		
	Contractor	's Name
	Signature	
	Print Name	2
	Title	
	Street Add	ress
	City, State,	, Zip Code

COUNTY OF STANISLAUS DEPARTMENT OF PUBLIC WORKS

PART V - SPECIAL CONDITIONS

SC-01 DEFINITIONS AND TERMS

The work herein shall be done in accordance with the Standard Specifications, and the Standard Plans dated 2010, of the California Department of Transportation insofar as the same may apply and these Special Provisions.

In case of conflict between the Standard Specifications and these Special Provisions, the Special Provisions shall take precedence.

Whenever in the Standard Specifications, Standard Plans, Special Provisions, Invitation to Bidders, Proposal, Contract, or other contract documents the following terms are used, the intent and meaning shall be interpreted as follows:

State or State of California - County of Stanislaus

<u>Department of Transportation</u> – Stanislaus County, Department of Public Works

<u>Director of Transportation</u> – Stanislaus County, Director of Public Works

District Director – Stanislaus County, Director of Public Works

Engineer – Resident Engineer

Attorney General - Stanislaus County, County Counsel

<u>Contract</u> – Agreement

Amendments to the Standard Specifications set forth in these Specifications shall be considered as part of the Standard Specifications for the purposes set forth in Section 5-1.02, "Contract Components," of the Standard Specifications. Whenever either the term "Standard Specifications is amended" or the term "Standard Specifications are amended" is used in the Special Provisions, the indented text or table following the term shall be considered an amendment to the Standard Specifications. In case of conflict between such amendments and the Standard Specifications, the amendments shall take precedence over and be used in lieu of the conflicting portions.

Attention is directed to Section 1 of the Standard Specifications and to the following additional and qualifying definitions:

Board of Supervisors – Board of Supervisors, Stanislaus County, State of California.

<u>Contractor</u> – Any person or persons, firm, partnership, corporation or a combination thereof who have entered into a contract with any person, corporation, company, special district, the County of Stanislaus as a party or parties of the second part, or his or their legal representatives, for the construction of any capital improvement within the County of Stanislaus.

County – County of Stanislaus, a political subdivision of the State of California.

<u>Design Engineer</u> – Any person or persons, firm, partnership or corporation legally authorized to practice civil engineering in the State of California who prepares improvement plans and specifications for any improvement or portion of any improvement within the County of Stanislaus.

Department – Department of Public Works, County of Stanislaus.

<u>Developer/Subdivider</u> – A person, firm, partnership, corporation, association, or agent thereof who causes land to be divided into a subdivision or causes existing property to be developed for himself or for others.

<u>Director</u> – The Public Works Director of County of Stanislaus, acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties delegated to them.

<u>Standards and Specifications</u> – Improvement Specifications and Standards of the County of Stanislaus, Public Works Department. In case of conflicts, The Standard Specifications and Standard Plans of the State of California and Special Provisions should take precedence over The Improvement Specifications and Standards of The County of Stanislaus.

<u>Laboratory</u> – Any testing agency or quality control firm licensed to practice in the State of California.

Owner - County of Stanislaus.

<u>Project Plans</u> – The project plans are specific details and dimensions peculiar to the work and are supplemented by the Standard Plans and Standard Drawings insofar as they may apply.

<u>Special Provisions</u> – The special provisions are specific clauses setting forth conditions or requirements peculiar to the work and supplementary to the Standard Specifications of the State of California.

<u>Standard Plans</u> – Standard Plans 2010 of the State of California Department of Transportation unless otherwise noted on the Project Plans.

<u>Standard Details</u> – Standard Details of the County of Stanislaus, unless otherwise noted on The Project Plans.

<u>Standard Specifications</u> – Standard Specifications 2010 of the State of California, Department of Transportation.

SC-02 PROPOSAL REQUIREMENTS AND CONDITIONS

The bidder's attention is directed to the provisions in Section 2, "Bidding," of the Standard Specifications and these Special Conditions for the requirements and conditions which the bidder must observe in the preparation of the proposal form and the submission of the bid.

In addition to the subcontractors required to be listed in conformance with Section 2-1.33C, "Subcontractor List," of the Standard Specifications, each proposal shall have listed therein the portion of work that will be done by each subcontractor listed. A sheet for listing the subcontractors is included in Part III.

The form of Bidder's Bond mentioned in Section 2-1.34, "Bidder's Security," of the Standard Specifications will be found in Part III.

In conformance with Public Contract Code Section 7106, a Noncollusion Affidavit is included in Part III.

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate. Each subcontract signed by the bidder must include this assurance.

SC-03 BLANK

SC-04 BLANK

SC-05 EXCAVATION SAFETY PLANS

Attention is directed to Section 7-1.02K(6)(b), "Excavation Safety" of the Standard Specifications and these Special Conditions.

The Contractor's attention is directed to the provisions, which require submitting a shoring/bracing plan for County's Review and approval.

Approval by the Engineer of the shoring drawings or shoring inspection performed by the Engineer shall in no way relieve the Contractor of full responsibility for adequacy of the shoring.

When construction is taking place in a public area, the Contractor shall take all necessary precautions to protect the public from the hazards of open excavations. Trenches shall be covered at night, on weekends, and during non-working hours.

SC-06 CONTROL OF MATERIALS

Attention is directed to Section 6-1.01 of the Standard Specifications.

The Contractor shall comply with Section 6-2.03, "Department-Furnished Materials," of the Standard Specifications and these Special Conditions. The following materials shall be furnished to the Contractor:

NONE

The Contractor shall be responsible for Quality Control. Contractor Quality Control shall comply with 6-3.04 of the Standard Specifications.

The County will perform Quality Assurance testing per 6-3.05 of the Standard Specifications and according to the County's Quality Assurance program.

SC-07 LEGAL RELATIONS AND RESPONSIBILITY

Prevailing Wage and Certified Payrolls

The Contractor shall comply with Section 7-1.02K(2) "Wages" and Section 7-1.02K(3) "Certified Payroll Records" of the Standard Specifications.

The general prevailing wage rates determined by the Director of Industrial Relations, for the County in which the work is to be done, are available at the County of Stanislaus Department of Public Works,

Engineering Division, 1716 Morgan Road, Modesto, CA 95358 and the Division of Labor Statistics and Research web page:

http://www.dir.ca.gov/DLSR/statistics_research.html

These wage rates are not included in the Proposal and Agreement for the project. Changes, if any, to the general prevailing wage rates will be available at the same location.

The County does not accept Certified Payroll Submittals by electronic filing.

Department of Industrial Relations (DIR) Requirements

<u>Immediate changes</u>:

- Duty to notify DIR when awarding a contract for a public works project, using the online PWC-100 form. This requirement, found in Labor Code Section 1773.3, now applies to *all* public works projects. Previously it applied to projects subject either to apprenticeship or DIR compliance monitoring requirements.
- Elimination of the obligation to pay DIR for compliance monitoring on state bond-funded projects and other projects that required use of DIR's Compliance Monitoring Unit (CMU). DIR will continue to monitor compliance on these projects but will not charge awarding bodies for any services provided on or after June 20, 2014 [the effective date of SB 854]. The alternative of using a DIR-approved Labor Compliance Program (LCP) or a project labor agreement in lieu of the CMU on one of these projects has also been eliminated. However, for ongoing projects that were using one of the alternatives, monitoring should continue until the project is completed.

Phased-in changes:

- I. Public Works Contractor Registration Program
 - All contractors and subcontractors who bid or work on a public works project must register and pay an annual fee to DIR. The phase-in timetable is as follows:
 - **July 1, 2014:** Registration program became effective and first contractors registered. Initial registrations will be valid through June 30, 2015.
 - March 1, 2015: No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with DIR.
 - **April 1, 2015**: No contractor or subcontractor may work on a public works project unless registered with DIR. All projects bid before March 1, 2015, or awarded prior to April 1, 2015 will not trigger the registration requirements.
 - Once the registration requirement becomes mandatory (March 1, 2015 for bids and April 1, 2015 for projects awarded), an awarding body may not accept a bid or enter into a contract for public work with an unregistered contractor.
 - o DIR maintains an up-to-date listing of registered contractors.

- o There are *exceptions* to the registration requirement for bidders in circumstances where a CSLB license would not be required at the time of bidding.
- Additional exceptions and protections are included in the registration laws to limit bid challenges, allow some violations to be cured through payment of penalty fees, and allow unregistered contractors to be replaced with registered ones.

II. NOTICE REQUIREMENTS

- **January 1, 2015:** The call for bids and contract documents must include the following information:
 - No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
 - No contractor or subcontractor may be awarded a contract for public work on a
 public works project (awarded on or after April 1, 2015) unless registered with the
 Department of Industrial Relations pursuant to Labor Code section 1725.5.
 - This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
- **[To be determined]:** The awarding body must post or require the prime contractor to post job site notices prescribed by regulation. (*See* 8 Calif. Code Reg. §16451(d) for the notice that previously was required for projects monitored by the CMU.)

III. FURNISHING OF ELECTRONIC CERTIFIED PAYROLL RECORDS TO LABOR COMMISSIONER

• All contractors and subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement). The phase-in timetable for this requirement is as follows:

June 20, 2014 [immediate]: Any project that was being monitored by the CMU/Labor Commissioner prior to the adoption of SB 854 will continue to be monitored by the Labor Commissioner afterward; and the contractors on those projects must continue to furnish certified payroll records to the Labor Commissioner until the project is complete.

April 1, 2015: For all new projects awarded on or after this date, the contractors and subcontractors must furnish electronic certified payroll records to the Labor Commissioner.

Anytime: For projects besides those listed above, the Labor Commissioner may at any time require the contractors and subcontractors to furnish electronic certified payroll records. The Labor Commissioner anticipates requiring this for green energy school projects that receive Proposition 39 funding.

January 1, 2016: The requirement to furnish electronic certified payroll records to the Labor Commissioner will apply to all public works projects, whether new or ongoing.

Exceptions: The Labor Commissioner may (but is not required to) excuse contractors and subcontractors from furnishing electronic certified payroll records to the Labor Commissioner on a project that is under the jurisdiction of one of the four legacy DIR-approved labor compliance programs (Caltrans, City of Los Angeles, Los Angeles Unified School District, and County of Sacramento) or that is covered by a qualifying project labor agreement.

These new requirements will apply to all public works that are subject to the prevailing wage requirements of the Labor Code, without regard to funding source.

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Ongoing projects that were subject to Labor Compliance Program (LCP) or Compliance Monitoring Unit (CMU) requirements prior to the adoption of SB 854:

Older projects (contract for public work was awarded prior to January 1, 2012): The LCP requirements and alternatives that applied to projects funded by Propositions 47, 55, or 84 and to certain design-build projects *remain in effect*. These monitoring and compliance requirements must continue to be observed through the end of the project, even if the Labor Commissioner starts monitoring the project pursuant to SB 854

More recent projects (contract for public work was awarded on or after January 1, 2012): All requirements for state bond-funded projects and other design-build and specially authorized projects to use the CMU or a specified alternative *have been repealed*. However, it is important to note the following:

- Any project that was being monitored by the CMU/Labor Commissioner prior to the adoption of SB 854 will continue to be monitored by the Labor Commissioner after; and the contractors on those projects must continue to furnish certified payroll records to the Labor Commissioner until the project is complete.
- Bond funding agencies (such as the State Allocation Board) may still require that awarding bodies demonstrate past compliance with DIR requirements in order to qualify for retroactive funding. In particular, awarding bodies may need to show that they notified DIR of the project using the PWC-100.
- The LCP requirement for past, present, and future projects funded by Proposition 84 (Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006) *remains in effect*. This LCP requirement must continue to be observed, even if the Labor Commissioner also monitors the project pursuant to SB 854.

End of Department of Industrial Relations (DIR) Requirements

Apprentices

The Contractor shall comply with Section 7-1.02K(4) "Apprentices" of the Standard Specifications" to ensure compliance and complete understanding of the law regarding apprentices.

Water Pollution

Water pollution Control shall comply with SP-02, "Water Pollution Control" of the Special Provisions.

Sound Control Requirements

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

The noise level from the Contractor's operations, between the hours of 9:00 p.m. and 6:00 a.m., shall not exceed 86 DBA at a distance of 50 feet. This requirement shall not relieve the Contractor from responsibility for complying with local ordinances regulating noise level.

The noise level requirement shall apply to the equipment on the job or related to the job, including but not limited to trucks, transit mixers or transient equipment that may or may not be owned by the Contractor.

The use of loud sound signals shall be avoided in favor of light warnings except those required by safety laws for the protection of personnel.

Full compensation for conforming to the requirements of this section shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed there for.

Permits

The Contractor shall conform to the requirements of Section 5-1.20B "Permits, Licenses, Agreement, and Certification" of Standard Specifications and these Special Conditions. The Contractor shall conform to the requirements of:

BNSF Railroad

County will reimburse Contractor for fees associated with the BNSF agreement, but compensation for conforming to the requirements of "Permits" shall be included in the various items of work, and no additional compensation will be allowed.

Notice and Removal of Asbestos and Hazardous Substances

When the presence of asbestos or hazardous substances are not shown on the plans or indicated in the specifications and the Contractor encounters materials which the Contractor reasonably believes to be asbestos or a hazardous substance as defined in Section 25914.1 of the Health and Safety Code, and the asbestos or hazardous substance has not been rendered harmless, the Contractor may continue work in unaffected areas reasonably believed to be safe. The contractor shall immediately cease work in the affected area and report the condition to the Engineer in writing.

Contractor shall give a written Notice of Hazardous Materials Condition to County promptly, before any of the following conditions are disturbed (except in an emergency as required by Article SC-22, Emergencies, and in no event later than twenty four (24) hours after first observance of any:

- a. Material that Contractor believes may be hazardous waste or hazardous material, as defined in Section 25117 of the Health and Safety Code (including, without limitation, asbestos, lead, PCBs, petroleum and related hydrocarbons, and radioactive material) that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law ("hazardous material"); or
- b. Other material that may present an imminent substantial danger to persons or property exposed thereto in connection with Work at the Site ("other materials").

Except as otherwise provided in the Contract Documents or as provided by applicable law, Contractor shall not be required to give any notice for the disturbance or observation of any such hazardous materials or other materials where such matter is disturbed or observed as part of the scope of Work under the Contract Documents (such as hazardous waste or hazardous material investigation, remediation or disposal activities which are identified as the subject of Work under the Contract Documents), where Contractor complies with all requirements in the Contract Documents and applicable law respecting such materials.

Contractor's Notice of Hazardous Materials Condition shall indicate whether the hazardous materials or other materials were shown or indicated in the Contract Documents to be within the scope of Work, and

whether the hazardous materials or other materials were brought to the Site by Contractor, its Subcontractors, suppliers, or anyone else for whom Contractor is responsible.

Contractor shall not be entitled to any adjustment in the Contract Sum or Contract Time regarding claimed hazardous waste or materials if:

- a. Contractor knew of the existence of such hazardous materials or other materials at the time Contractor submitted its Bid; or
- b. Contractor should have known of the existence of such hazardous material or other materials as a result of its having the responsibility to obtain additional or supplementary examinations, investigation, explorations, tests, studies, and data concerning the conditions at or contiguous to the Site prior to submitting its Bid; or
- c. Contractor failed to give the written notice within the time required by this Article.

If County determines that conditions involve hazardous materials or other materials and that a change in Contract Document terms is justified, County will issue either a Request for Proposal or Construction Change Directive under the procedures described in the Contract Documents, including without limitation Article SC-17 Alterations and Modifications. If County determines that conditions do not involve hazardous materials or other materials or that no change in Contract Document terms is justified, County will notify Contractor in writing, stating the reasons for its determination.

If County and Contractor are unable to agree on entitlement to or as to the amount or length of any adjustment in the Contract Sum or Contract Time required under this section, Contractor shall proceed with the Work as directed by County and may make a claim as provided in Article SC-16, WORK DISPUTES.

In addition to the parties' other rights under this section, if Contractor does not agree to resume Work based on a reasonable belief that it is unsafe, or does not agree to resume Work under special conditions, County may order the disputed portion of Work deleted from the Work, or performed by others, or County may invoke its right to terminate Contractor's right to proceed under the Contract Documents in whole or in part, for convenience or for cause as the facts may warrant. If Contractor does not agree with County's determination of any adjustment in the Contract Sum or Contract Time as a result, Contractor may make a claim as provided in Article SC-16, WORK DISPUTES.

In conformance with Section 25914.2 of the Health and Safety Code, removal of asbestos or hazardous substances including exploratory work to identify and determine the extent of the asbestos or hazardous substance will be performed by separate contract.

If exploratory or removal work delays the current controlling operation, the delay will be considered a right-of-way delay and the Contractor shall be compensated for the delay in conformance with the provisions in Section 8-1.07, "Delays" of the Standard Specifications.

Public Convenience

Where work is to be performed in residential or commercial driveways, suitable provisions approved by the Engineer shall be made by the Contractor prior to commencing work. The Contractor shall minimize the duration of said blocking and notify the property owners of this need at least forty-eight (48) hours in advance.

Contractor shall provide access to each residential or commercial establishment each evening. No driveway shall be closed over a weekend. No driveway shall be closed for more than a total of eight (8) hours. Where concrete has been removed, a temporary surface shall be placed suitable to provide vehicular access to the property if reconstruction has not been completed by that evening. Access to private property shall be provided at all times during construction except when access must be denied to protect forms or to permit improvements to be constructed. The County may require grading to the back of the new driveway approach so as to provide adequate access. Such work shall be done at no additional compensation.

Public Safety

The Contractor shall provide for the safety of traffic and the public in conformance with the provisions in Section 7-1.04, "Public Safety," of the Standard Specifications and these Special Conditions.

Except for installing, maintaining and removing traffic control devices, whenever work is performed or equipment is operated in the following work areas, the Contractor shall close the adjacent traffic lane unless otherwise provided in the Standard Specifications and these Special Conditions:

Approach Speed of Public Traffic Posted Limit Miles Per Hour	Work Areas
45	Within 6 feet of a traffic lane but not on a traffic lane
35 to 45	Within 3 feet of a traffic lane but not on a traffic lane

The lane closure provisions of this section shall not apply if the work area is protected by permanent or temporary railing or barrier.

When traffic cones or delineators are used to delineate a temporary edge of a traffic lane, the line of cones or delineators shall be considered to be the edge of the traffic lane, however, the Contractor shall not reduce the width of an existing lane to by more than two (2) feet without written approval from the Engineer.

When work is not in progress on a trench or other excavation that required closure of an adjacent lane, the traffic cones or portable delineators used for the lane closure shall be placed off of and adjacent to the edge of the traveled way. The spacing of the cones or delineators shall be not more than the spacing used for the lane closure.

Suspended loads or equipment shall not be moved nor positioned over public traffic or pedestrians.

The Contractor shall install temporary railing (Type K) between a lane open to public traffic and an excavation, obstacle or storage area when the following conditions exist:

- A. The near edge of the excavation is 15' or less from the edge of the lane, except:
 - i. Excavations covered with sheet steel or concrete covers of adequate thickness to prevent accidental entry by traffic or the public.
 - ii. Excavations protected by existing barrier or railing.

- iii. Trenches less than 1' wide for irrigation pipe or electrical conduit, or excavations less than 1' in depth.
- B. Excavations parallel to the lane for the purpose of pavement widening or reconstruction.
- C. Excavations in side slopes, where the slope is steeper than 4:1 (horizontal:vertical).
- D. Temporarily Unprotected Permanent Obstacles. The work includes the installation of a fixed obstacle together with a protective system, such as a sign structure together with protective railing, and the Contractor elects to install the obstacle prior to installing the protective system; or the Contractor, for the Contractor's convenience and with permission of the Engineer, removes a portion of an existing protective railing at an obstacle and does not replace such railing complete in place during the same day.
- E. Storage Areas. Material or equipment is stored within 12' of the lane and the provisions of the Standard Specifications and these Special Conditions do not otherwise prohibit the storage.

The approach end of temporary railing (Type K), installed in conformance with the provisions in this section "Public Safety" and in Section 7-1.04 "Public Safety," of the Standard Specifications, shall be offset a minimum of 15' from the edge of the traffic lane open to public traffic. The temporary railing shall be installed on a skew toward the edge of the traffic lane of not more than 1' transversely to 10' longitudinally with respect to the edge of the traffic lane. If the 15' minimum offset cannot be achieved, the temporary railing shall be installed on the 10:1 skew to obtain the maximum available offset between the approach end of the railing and the edge of the traffic lane, and an array of temporary crash cushion modules shall be installed at the approach end of the temporary railing.

Temporary railing (Type K) shall conform to the provisions in Section 12-3.08 "Type K Temporary Railing," of the Standard Specifications. Temporary railing (Type K) conforming to the details shown on 2010 Standard Plan T3A and B, may be used.

Temporary crash cushion modules shall conform to the provisions in Section 12-3.15, "Temporary Crash Cushion Module" of the Standard Specification.

Full compensation for conforming to the provisions in this section "Public Safety," including furnishing and installing temporary railing (Type K) and temporary crash cushion modules, shall be considered as included in the contract prices paid for the various items of work involved and no additional compensation will be allowed therefore.

Cooperation

The Contractor shall conform to the requirements of Section 5-1.20 "Coordination with Other Entities" of the Standard Specifications and these Special Conditions.

Compensation for conforming to the requirements of "Cooperation" shall be included in the various items of work and no additional compensation will be allowed.

SC-08 PROSECUTION AND PROGRESS

Subcontracting

Attention is directed to the provisions in Section 5-1.13, "Subcontracting," of the Standard Specifications, and SC-2, "Proposal Requirements and Conditions," of these Special Conditions.

Pursuant to the provisions of Section 1777.1 of the Labor Code, the Labor Commissioner publishes and distributes a list of contractors ineligible to perform work as a subcontractor on a public works project. This list of debarred contractors is available from the Department of Industrial Relations web site at:

http://www.dir.ca.gov/DLSE/Debar.html

Each subcontract and any lower tier subcontract that may in turn be made shall include the "Required Contract Provisions Federal-Aid Construction Contracts" in SC-12 of these Special Conditions. This requirement shall be enforced as follows:

Noncompliance shall be corrected. Payment for subcontracted work involved shall be withheld from progress payments due, or to become due, until correction is made. Failure to comply may result in termination of the contract.

Prosecution

The Contractor shall comply with the provisions in Section 8-1.04B, "Standard Start," Section 8-1.05, "Time," and Section 8-1.10, "Liquidated Damages," of the Standard Specifications and these Special Provisions.

Liquidated Damages

The County will withhold liquidated damages as described in Section 8-1.10, "Liquidated Damages" of the Standard Specifications. The actual daily withhold will be determined according to the chart in Section 8-1.10A, "General" of the Standard Specifications.

The amount specified may, at the option of the County, be deducted from any payments due or to become due to the Contractor.

County may deduct from any money due or to become due to Contractor subsequent to time for completion of entire Work and extensions of time allowed pursuant to provisions hereof, a sum representing then-accrued liquidated damages. Should Contractor fall behind the approved Progress Schedule, County may deduct liquidated damages based on its estimated period of late completion. County need not wait until Final Completion to withhold liquidated damages from Contractor's progress payments. Should money due or to become due to Contractor be insufficient to cover aggregate liquidated damages due, then Contractor forthwith shall pay the remainder of the assessed liquidated damages to County.

Preconstruction Conference

Prior to the issuance of the Notice to Proceed, a pre-construction conference shall be held at the County of Stanislaus, Department of Public works, Engineering Division, 1716 Morgan Road, Modesto, California, for the purpose of discussing with the Contractor the scope of work, contract drawings, specifications, existing conditions, materials to be ordered, equipment to be used, and all essential matters pertaining to the prosecution of and the satisfactory completion of the project as required. The Contractor's representative at this conference shall include all major superintendents for the work and may include subcontractors.

All work within the channel shall be completed between November 1 and February 15. The Turlock Irrigation District has reserved the right, by agreement, to give forty eight (48) hour notice and flood the channel after February 15. This provision is exercised only in drought conditions. The CONTRACTOR is

encouraged to accelerate his schedule to complete in channel work by February 15. However, the CONTRACTOR is at liberty to communicate with Turlock Irrigation District, to receive potential updates on the possibility of flooding of the channel by February 15, and adjust the project schedule accordingly. All irrigation line work shall be completed by February 15. The liquidated damage clause will be exercised for non-completion of irrigation line work by February 15.

SC-09 MEASUREMENT AND PAYMENT

Payment

The County makes contract payments according to Section 9, "Payment" of the Standard Specifications.

Withholds

The County may withhold payment for noncompliance per Section 9-1.16E, "Witholds" of the Standard Specifications.

Progress Payments

Attention is directed to Section 9-1.16, "Progress Payments," and 9-1.17, "Payment After Contract Acceptance," of the Standard Specifications and these Special Conditions.

For the purpose of making progress payments pursuant to Section 9-1.16, "Progress Payments," of the Standard Specifications, the amount set forth for the contract items of work hereinafter listed shall be deemed to be the maximum value of said contract item of work which will be recognized for progress payment purposes.

NONE

After acceptance of the contract pursuant to Section 5-1.46, "Final Inspection and Contract Acceptance," of the Standard Specifications, the amount, if any, payable for a contract item of work in excess of the maximum value for progress payment purposes hereinabove listed for said item, will be included for payment in the first estimate made after acceptance of the contract.

No partial payment will be made for any materials on hand which are furnished but not incorporated in the work.

Payment of Withheld Funds

Pursuant to and in accordance with the provisions of Public Contract Code Section 22300, the contractor may elect to substitute securities for retention monies withheld by the County or to request payment of retention monies earned to an escrow agent.

Final Payment and Claims

Attention is directed to Section 9-1.17D, "Final Payment and Claims," of the Standard Specifications.

SC-10 GEOTECHNICAL DATA AND EXISTING CONDITIONS

The following geotechnical data and existing conditions data is provided to assist the bidder in preparing their bid. This data is supplied for informational purposes. These materials are not contract documents and Contractor shall not in any manner rely on the information in these materials. Subject to the foregoing, Contractor shall make its own independent investigation of all conditions affecting the Work and must not rely on information provided by County.

NONE

SC-11 SITE DATA

The following site data is provided to assist the bidder in preparing their bid. This data is supplied for informational purposes. These materials are not contract documents and Contractor shall not in any manner rely on the information in these materials. Subject to the foregoing, Contractor shall make its own independent investigation of all conditions affecting the Work and must not rely on information provided by County.

NONE

SC-12 FEDERAL AID CONSTRUCTION CONTRACTS – NOT APPLICABLE

SC-13 BLANK

SC-14 BONDS

General

At or before the date indicated in Part II – INFORMATION TO BIDDERS, Contractor shall file with County the following bonds:

- a. Corporate surety bond, in the form of Construction Performance Bond, in the penal sum of 100% of the Contractor's Bid as accepted, to guaranty faithful performance of the Work; and
- b. Corporate surety bond, in the form of Construction Labor and Material Payment Bond, in the penal sum of 100% of the Contractor's Bid as accepted, to guaranty payment of wages for services engaged and of bills contracted for materials, supplies, and equipment used in performance of Contract Documents.

Sureties shall be satisfactory to County. Corporate sureties on these bonds and on bonds accompanying Bids shall be duly licensed to do business in the State of California and shall have an A.M. Best Company financial rating of [A,VII] or better in termination of the contract.

SC-15 INSURANCE

At or before the date specified in Instructions to Bidders, Contractor shall furnish to County satisfactory proof that Contractor has in force continuously for the entire period covered by the Contract the following classes of insurance in the form and with limits and deductibles specified below:

- a. Comprehensive or Commercial General Liability Insurance covering claims for personal injury, bodily injury and property damage arising out of the Work and in a form providing coverage not less than that of a Standard Commercial General Liability Insurance policy ("Occurrence Form"). Such insurance shall provide for all operations and include independent contractors, products liability, completed operations for one year after Final Completion of the last phase to be completed and acceptance of the final payment for the Work, contractual liability, and coverage for explosion, collapse and underground hazards.
- b. The limits of such insurance shall not be coverage of less than \$3,000,000 each occurrence, \$3,000,000 general aggregate limit, and \$3,000,000 aggregate for products and completed operations. The policies shall be endorsed to provide Broad Form Property Damage Coverage.

- c. <u>Comprehensive Automobile Liability Insurance</u> covering all owned, non-owned, and hired vehicles. Such insurance shall provide coverage not less than the standard Comprehensive Automobile Liability policy with limits not less than \$1,000,000 each person Bodily Injury, \$1,000,000 each occurrence Bodily Injury and \$1,000,000 each occurrence Property Damage (or \$1,000,000 combined single limit, each accident).
- d. Workers' Compensation and Employer's Liability Insurance for all persons whom the Contractor may employ in carrying out Work contemplated under Contract Documents, in accordance with the Act of Legislature of State of California, known as "Workers' Compensation Insurance and Safety Act," approved May 26, 1913, and all acts amendatory or supplemental thereto, in the statutory amount.

All policies of insurance shall be placed with insurers acceptable to County. The insurance underwriter(s) must be duly licensed to do business in the State of California and (other than for workers' compensation) must have an A. M. Best Company rating of [A,VII] or better. Required minimum amounts of insurance may be increased should conditions of Work, in opinion of County, warrant such increase. Contractor shall increase required insurance amounts upon direction by County.

Required Endorsements: The policies required under paragraphs A, B, AND C, shall be endorsed, in a form and manner acceptable to County, as follows:

- 1. Name County of Stanislaus, its Board of Supervisors and their employees, representatives, consultants (including without limitation Engineer), and agents, as additional insureds, but only with respect to liability arising out of the activities of the named insured.
- 2. Each such policy shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limit of the insurance company's liability required under paragraphs A, B, AND C.
- 3. Insurance shall be primary and no other insurance or self-insured retention carried or held by County shall be called upon to contribute to a loss covered by insurance for the named insured.
- 4. Insurance shall contain a provision requiring the insurance carriers to waive their rights of subrogation against County and all additional insureds, as well as other insurance carriers for the Work

Declarations Pages Required. Contractor or its insurance broker shall submit a copy of the Declarations page for each policy under Sections A AND B above. The page shall include the name of the carrier, the policy number, the types of coverage and limits, the effective dates of the policy, and the broker's name and license number.

Certificates of insurance and endorsements shall have clearly typed thereon County Contract Number and title of Contract Documents. Written notice of cancellation, non-renewal, or reduction in coverage of any policy shall be mailed to County, Attention: Administrative Services Division at the address listed in Agreement, thirty (30) Days in advance of the effective date of the cancellation, non-renewal, or reduction in coverage. Contractor shall maintain insurance in full force and effect during entire period of performance of Contract Documents. Contractor shall keep insurance in force during warranty and guarantee periods, except that Contractor may discontinue All-Risk Course of Construction Insurance after Final Payment. At time of making application for extension of time, and during all periods exceeding the

Contract Time resulting from any cause, Contractor shall submit evidence that insurance policies will be in effect during requested additional period of time. Upon County's request, Contractor shall submit to County, within thirty (30) Days, copies of the actual insurance policies or renewals or replacements.

Contractor shall pay all insurance premiums, including any charges for required waivers of subrogation or the endorsement of additional insureds. If Contractor fails to maintain insurance, County may take out comparable insurance, and deduct and retain amount of premium from any sums due Contractor under Contract Documents.

If injury occurs to any employee of Contractor, Subcontractor or sub-subcontractor for which the employee, or the employee's dependents in the event of employee's death, is entitled to compensation from County under provisions of the Workers' Compensation Insurance and Safety Act, as amended, or for which compensation of any kind is claimed from County, County may retain out of sums due Contractor under Contract Documents, amount sufficient to cover such compensation, as fixed by the Act, as amended, until such compensation is paid, or until it is determined that no compensation is due. If County is compelled to pay compensation, County may, in its discretion, either deduct and retain from the Contract Sum the amount so paid, or require Contractor to reimburse County.

Nothing in this Article shall be construed as limiting in any way the extent to which Contractor or any Subcontractor may be held responsible for payment of damages resulting from their operations.

Except that Subcontractors need obtain only \$1,000,000 of Comprehensive General Liability insurance, all Subcontractors shall maintain the same insurance required to be maintained by Contractor with respect to their portions of the Work, and Contractor shall cause the Subcontractors to furnish proof thereof to County within ten Days of County's request.

The following provisions apply to any licensed professional engaged by Contractor to perform portions of the Work ("Professional").

- 1. Each Professional shall maintain the following insurance at its sole cost and expense:
 - a. Provided such insurance is customarily required by County when professionals engaged in the profession practiced by Professional directly contract with County, Professional Liability Insurance, insuring against professional errors and omissions arising from Professional's work on the Project, in an amount not less than \$1,000,000 combined single limit for each occurrence. If Professional cannot provide an occurrence policy, Professional shall provide insurance covering claims made as a result of performance of Work on this Project and shall maintain such insurance in effect for not less than three years following Final Completion of the Project.
 - b. All insurance required by this section shall satisfy all other provisions of this Article relating to that insurance, including without limitation providing required insurance certificates (containing the required endorsements) and declarations pages before commencing its Work on the Project.

If required by County, Contractor shall obtain and maintain Contractor's Pollution Legal Liability Insurance in a form, with limits, and from an insuring entity reasonably satisfactory to County.

SC-16 WORK DISPUTES

All disputes shall comply with the requirements set forth in section 5-1.43, "Potential Claim and Dispute Resolution," of the Standard Specifications.

SC-17 ALTERATIONS AND MODIFICATIONS

The County reserves the right to make changes to the plans and specifications in accordance with section 4-1.05, "Changes and Extra Work," of the Standard Specifications.

SC-18 DISCOVERY OF CONFLICTS, ERRORS, OMISSIONS, OR DISCREPANCIES

In case of discovery by Contractor of conflict, discrepancies, errors, or omissions among the various Contract Documents the matter shall be submitted in writing by Contractor to Engineer for clarification. Any work affected by Contractor prior to clarification by Engineer shall be at Contractor's risk.

SC-19 DIFFERING SITE CONDITIONS

See Section 4-1.06, "Differing Site Conditions" of the Standard Specifications.

If either of the following conditions is encountered at Site when digging trenches or other excavations that extend deeper than four (4) feet below the surface, Contractor shall give a written Notice of Differing Site Conditions to County promptly before conditions are disturbed, except in an emergency as required by Article SC-22, Emergencies, and in no event later than seven (7) days after first observance of:

- a. Subsurface or Latent physical conditions which differ materially from those indicated in the Contract Documents; or
- b. Unknown physical conditions of an unusual nature or which differ materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents.

In response to Contractor's Notice of Differing Site Conditions under this paragraph, County will investigate the identified conditions, and if they differ materially and cause increase or decrease in Contractor's cost of, or time required for, performance of any part of the Work, County will issue either a Request for Proposal or a Construction Change Directive under the procedures described in the Contract Documents, including without limitation Article SC-17 Alterations and Modifications. If County determines that physical conditions at the Site are not latent or are not materially different from those indicated in Contract Documents or that no change in terms of the Contract Documents is justified, County will so notify Contractor in writing, stating reasons.

Contractor shall not be entitled to any adjustment in the Contract Sum or Contract Time regarding claimed Latent or materially different Site conditions (whether above or below grade) if:

- a. Contractor knew of the existence of such conditions at the time Contractor submitted its Bid; or
- b. Contractor should have known of the existence of such conditions as a result of having complied with the requirements of Contract Documents, or
- c. Contractor was required to give written Notice of Differing Site Conditions and failed to do so within the time required.

SC-20 BLANK

SC-21 TIME ADJUSTMENT AND ENTITLEMENTS FOR DELAYS

Contractor may receive a time extension and be compensated for delays caused directly and solely by the County. Submit an RFI per 8-1.07, "Delays" of the Standard Specifications.

All delay related time adjustments shall be per Section 8-1.07B, "Time Adjustments" of the Standard Specifications.

All delay related payment adjustments shall be per Section 8-1.07C, "Payment Adjustment" of the Standard Specifications.

SC-22 EMERGENCIES

In emergencies affecting the safety or protection of persons or Work or property at the Site or adjacent thereto, Contractor, without special instruction or authorization from County, is obligated to act to prevent threat and damage, injury or loss, until directed otherwise by County. Contractor shall give County prompt written notice if Contractor believes that any significant changes in Work or variations from Contract Documents have been caused thereby. If County determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Change Order or Construction Change Directive will be issued to document the consequences of such action.

SC-23 WORKING HOURS AND LEGAL HOLIDAYS

County will provide inspectors during normal hours of work at no cost to the Contractor. Normal hours of work shall be defined as hours between 7 a.m. and 5 p.m. any day Monday through Friday of any week, excluding the following legal holidays:

New Year's Day, January 1
Martin Luther King Day, January, third Monday
President's Day, February, third Monday
Memorial Day, May, last Monday
Independence Day, July 4
Labor Day, September, first Monday
Veteran's Day, November 11
Thanksgiving Day, November, fourth Thursday
Friday after Thanksgiving Day
Christmas Eve, 1PM -5PM
Christmas Day, December 25

If the Contractor elects to schedule work outside normal hours of work, the Contractor shall request the additional days or hours at least forty-eight (48) hours prior to the work. No work shall be done outside of the normal working hours, without the prior consent of the County. The Contractor shall be responsible for payment to the County for providing inspectors for those days or hours. Inspector costs shall be the full reimbursable rate established by the County. Rates will be available to the Contractor at the pre-construction meeting if requested.

SC-24 SUBMITTALS

Each submittal should meet the requirements of Section 5-1.23, "Submittals" of the Standard Specification and these Special Conditions.

Each Submittal must include:

- 1. Contract Number.
- 2. Designation as an "Action" or "Informational" Submittal
- 3. Sequential submittal number

- 4. A concise description of the material or item submitted
- 5. Be referenced to the bid item and Specification section

Submittals may be rejected if they are missing required information or do not meet the requirements of the Specification.

COUNTY OF STANISLAUS DEPARTMENT OF PUBLIC WORKS

PART VI – SPECIAL PROVISIONS

SP-01 ORDER OF WORK

Order of work shall conform to the provisions in Section 5-1.05. "Order of Work", of the Standard Specifications and these Special Provisions.

Attention is directed to Section 78-1.09, "Public Safety," of the Standard Specifications.

The Contractor must submit a Staging Plan and a Traffic Control Plan for review and approval by the Engineer. Construction staging is to occur within the County Right-of-Way. The Staging Plan and Traffic Control Plan must be approved prior to commencement of construction activities.

The staging plan must comply with the details shown on the plans and as specified in these special provisions.

The Contractor shall stage the work and develop a Traffic Control Plan so that a minimum of one traffic lane, not less than 12 feet wide, shall be open for use by the public traffic in each direction of travel at all times. Open traffic lanes and turning radii shall accommodate anticipated truck traffic. The Contractor is to provide asphalt concrete overlay paving as required by this contract and will be responsible for placing the necessary centerline delineation and legends required replacing those covered by the overlay.

The first order of work shall be to place the order for the traffic signal equipment, including poles, signal mast arms, luminaire mast arms, and controller cabinet. The Contractor shall furnish the Engineer with a statement from the vendor(s) that the order for the equipment has been received and accepted by the vendor(s). The statement shall include an anticipated date of delivery of the equipment to the Contractor. The statement shall be furnished to the Engineer within 15 calendar days of the Contractor's receipt of the Notice to Proceed.

No equipment shall be ordered prior to equipment material submittal is reviewed and approved by the County.

The second order of work is to locate all survey monuments, utility and manhole covers, and establishes swing ties or temporary markers.

The Contractor shall remove all thermoplastic markings and striping, and clean pavement surfaces prior to application of paint binder. The Contractor shall place temporary raised centerline and traffic delineation as necessary to maintain traffic control as well as temporary stop bars.

The contractor shall place the HMA-A pavement in accordance with the plans.

The third order of work is to raise all frames, covers, existing survey monuments, manholes, water valves, and grates and other facilities to finished grade.

Prior to the commencement of work, and within 10 days following the signing of the Contract by the County of Stanislaus and the Contractor, the Contractor shall submit 7 copies of a <u>complete</u> list of equipment and materials to be furnished, including all substitutions proposed to the Engineer for approval. Partial or incomplete material lists will not be considered. No substitutions will be considered thereafter. Only one request for substitution will be considered on each item of material or equipment. If the Contractor desires to make a substitution, he shall submit <u>complete</u> product information to document the equipment or material being offered as being <u>equal</u> to that specified. No substitutions will be allowed until requested and approved in writing. Only equipment and/or materials approved by the Engineer may be substituted. The Engineer reserves the right to require the originally specified equipment and/or materials.

Installation of an approved substitution shall be the Contractor's responsibility, and any revisions necessary for the installation of approved substituted materials and/or equipment shall be made without additional expense to the County.

Shop drawings shall be submitted in a complete package. Partial submittal will not be considered.

It is a priority that the Contractor does everything possible to maintain acceptable access to the local residences and businesses. This acceptable access will be determined by the Engineer. To avoid conflicts it will be required that the Contractor will include a staging plan, showing how access can be maintained. The Contractor shall determine an order of work and provide a schedule of construction to the Engineer. Work shall commence in the pre-determined order so as to reduce potential conflicts with daily traffic and residents. The Contractor shall perform the work so that there is a minimum amount of disruption to the adjacent residences and businesses.

SP-02 WATER POLLUTION CONTROL (WPC)

The project qualifies for a Rainfall Erosivity Waiver and is therefore exempt from the requirements of the NPDES General Permit for "Storm Water Discharges Associated with Construction and Land Disturbance Activities" (Order No. 2009-0009-DWQ, NPDES No. CAS000002). The County submitted the Erosivity Waiver, including a check for payment of associated fees, to the State Water Resources Control Board and the WDID number will be issued prior to the start of construction.

The Contractor shall submit a water pollution control plan to the Engineer for approval prior to beginning construction activities. The Contractor shall use the Caltrans WPCP Template to develop their WPCP. A copy of the template can be found at the following website:

http://www.dot.ca.gov/hq/construc/stormwater/stormwater1.htm

Full compensation for preparing, submitting for approval, monitoring, updating, and implementing the water pollution control plan as specified in these special provisions and as directed by the Engineer shall be considered as included in the contract lump sum price paid for **Water Pollution Control**, and no additional compensation will be allowed.

SP-03 PROGRESS SCHEDULE

Progress schedules are required for this contract and shall be submitted in conformance with the provisions in Section 8-1.02, "Schedule," of the Standard, unless otherwise authorized in writing by the Engineer.

SP-04 EXISTING FACILITIES

Work involving existing property and facilities shall conform to Section 5-1.36, "Property and Facility Preservation," and Section 15, "Existing Facilities" of the Standard Specifications and these Special Provisions.

The Contractor shall notify the Engineer and the appropriate regional notification center for operators of subsurface installations at least 3 working days, but not more than 14 calendar days, prior to performing any excavation or other work close to any underground facility. Regional notification centers include, but are not limited to, the following:

Underground Service Alert Northern California (USA) 811, or 1-800-227-2600

Installation of the following utility facilities will require coordination with the Contractor's operations. The Contractor shall make the necessary arrangements with the utility company, through the Engineer, and shall submit a schedule of work, verified by a representative of the utility company, to the Engineer. The schedule of work shall provide not less than the following number of working days, as defined in Section 1-1.07, "Definitions" of the Standard Specifications for the utility company to complete their work:

Utility	Location	Working Days
Turlock Irrigation District - Electric	Various	
AT&T telephone	Hatch Rd. west of RR	
Charter Communications	East side of Santa Fe Ave.	

SP-05 DUST CONTROL

Dust Control work shall conform to Section 14-9.03 "Dust Control" of the Standard Specifications.

Full compensation for performing all work associated with "Dust Control" shall be considered as included in the contract price paid for the various items of work, and no additional compensation will be allowed.

SP-06 MOBILIZATION

Mobilization shall conform to the provisions in Section 9-1.16D, "Mobilization," of the Standard Specifications.

Full compensation for performing all work associated with "Mobilization" shall be considered as included in the contract lump sum price paid for the **Mobilization**, and no additional compensation will be allowed.

SP-07 TEMPORARY TRAFFIC CONTROL

Flagging, construction area signs, and all other traffic control devices furnished, installed, maintained, and removed when no longer required shall conform to the provisions in Section 12, "Temporary Traffic Control," of the Standard Specifications and these Special Provisions.

Traffic Control Systems and construction area traffic control devices shall be in accordance with the current California Manual on Uniform Traffic Control Devices. The traffic control system for lane closures shall be in accordance with Standard Plans T-11, T-12 and T-13.

If components in the traffic control system are displaced or cease to operate or function as specified, from any cause, during the progress of the work, the Contractor shall immediately repair the components to the original condition or replace the components and shall restore the components to the original location.

The Contractor may be required to cover certain signs during the progress of the work. Signs that are no longer required or that convey inaccurate information to the public shall be immediately covered or removed, or the information shall be corrected. Covers for construction area signs shall be of sufficient size and density to completely block out the complete face of the signs. The retroreflective face of the covered signs shall not be visible either during the day or at night. Covers shall be fastened securely so that the signs remain covered during inclement weather. Covers shall be replaced when they no longer cover the signs properly.

Attention is directed to Sections 7-1.03, "Public Convenience," 7-1.04, "Public Safety," of the Standard Specifications and to the provisions in "Public Safety" of these Special Provisions. Nothing in these Special Provisions shall be construed as relieving the Contractor from the responsibilities specified in Section 7-1.04, "Public Safety," of the Standard Specifications.

The Contractor shall provide pilot cars to maintain traffic as needed during lane closures.

Personal vehicles of the Contractor's employees shall not be parked on the traveled way or shoulder.

A minimum of one paved traffic lane each direction, not less than twelve (12) feet wide, shall be open for use by public traffic at all times unless controlled by "Flagging." When construction operations are not actively in progress, not less than one lane in each direction shall be open to public traffic.

Advance warning signs if any shall be furnished, installed and maintained by the Contractor. The Contractor shall submit traffic control plans. Said plans shall be approved by the Engineer before the affected item of work is begun. Traffic control plans shall show the placement of all signs, barricades, delineators and other traffic control devices required by the Contractor's operation. The Contractor is to maintain traffic on Santa Fe Avenue and Hatch Road at all times.

When lane closures are made for work periods only, at the end of each work period, all components of the Traffic Control System, except portable delineators placed along open trenches or excavation adjacent to the traveled way, shall be removed from the traveled way and shoulder.

The Contractor shall furnish, erect and maintain all construction area traffic control devices within the project and at all public road entrances to the project.

Full compensation for furnishing all labor (including flagging costs), materials, tools, equipment and incidentals, for preparing and submitting lane closure plans and for doing all work involved in maintaining traffic, including maintaining the roadbed in a smooth and even condition for passage of public traffic, furnishing, installing, and maintaining such signs, lights, flares necessary to expedite passage of public traffic through or around the work, and providing pilot cars as needed, all as specified in Sections 7-1.03, "Public Convenience," and 7-1.04, "Public Safety," of the Standard Specifications and as directed by the Engineer will be considered as included in the contract lump sum price paid for **Traffic Control**, and no additional compensation will be allowed.

SP-08 TEMPORARY PAVEMENT DELINEATION

Temporary pavement delineation shall be furnished, placed, maintained, and removed in conformance with the provisions in Section 12-3.01, "General," of the Standard Specifications and these Special Provisions. Nothing in these Special Provisions shall be construed as reducing the minimum standards specified in the Manual of Uniform Traffic Control Devices published by State of California Department of Transportation, or as relieving the Contractor from his responsibility as provided in Section 7-1.04, "Public Safety," of the Standard Specifications.

Whenever the work causes obliteration of pavement delineation, temporary or permanent pavement delineation shall be in place prior to opening the traveled way to public traffic. Laneline or centerline pavement delineation shall be provided at all times for traveled ways open to public traffic.

Whenever lanelines and centerlines are obliterated, the minimum laneline and centerline delineation to be provided shall be temporary raised pavement markers placed at longitudinal intervals of not more than 24 feet. The temporary raised pavement markers shall be the same color as the laneline or centerline the markers replace. Temporary raised pavement markers shall be, at the option of the Contractor, one of the temporary pavement markers listed for short term day/night use (14 days or less) or long term day/night use (6 months or less) in "Pre-qualified and Tested Signing and Delineation Materials" of these Special Provisions, Attachment 1.

Temporary raised pavement markers shall be placed in conformance with the manufacturer's instructions and shall be cemented to the surfacing with the adhesive recommended by the manufacturer, except epoxy adhesive shall not be used to place pavement markers in areas where removal of the markers will be required.

Temporary laneline or centerline delineation consisting entirely of temporary raised pavement markers placed on longitudinal intervals of not more than 24 feet shall be used on lanes open to public traffic for a maximum of 14 calendar days. Prior to the end of the 14 calendar days, the permanent pavement delineation shall be placed. If the permanent pavement delineation is not placed within the 14 calendar days, additional temporary pavement delineation shall be provided at the Contractor's expense. The additional temporary pavement delineation to be provided shall be equivalent to the pattern specified for the permanent pavement delineation for the area, as determined by the Engineer.

Work necessary, including required lines or marks, to establish the alignment of temporary pavement delineation shall be performed by the Contractor. Surfaces to receive temporary pavement delineation shall be dry and free of dirt and loose material. Temporary pavement delineation shall not be applied over existing pavement delineation or other temporary pavement delineation. Temporary pavement delineation shall be maintained until superseded or replaced with a new pattern of temporary pavement delineation or permanent pavement delineation.

Temporary pavement markers and removable traffic tape which conflicts with a new traffic pattern or which is applied to the final layer of surfacing or existing pavement to remain in place shall be removed when no longer required for the direction of public traffic, as determined by the Engineer.

Full compensation for furnishing, placing, maintaining, and removing temporary pavement delineation, including temporary raised pavement markers used for temporary laneline and centerline delineation and for providing equivalent patterns of permanent traffic lines for these areas when required, shall be considered as included in the contract price paid for **Traffic Control**, and no additional compensation will be allowed.

SP-09 CONSTRUCTION STAKING

Stanislaus County shall provide construction staking services in accordance with the provisions in "Attachment E" attached hereto. The contractor shall follow staking request procedures outlined in "Attachment E".

SP-10 RESET MAILBOXES

The Contractor shall relocate existing mailboxes, including joint/gang and private mailboxes, which interfere with construction operations. Existing mailboxes shall be accessible for delivery at all times. Existing mailboxes shall either be installed on posts set in the ground or installed on temporary supports approved by the engineer.

When construction is complete, the existing mailboxes and newspaper boxes shall be installed in final position on posts or supports equivalent to the original.

Full compensation for furnishing all labor, materials, tool, equipment, and incidentals for doing all work involved with removing existing mailboxes as necessary (regardless of the number of moves required), and for furnishing new posts, planks and hardware as necessary to reset the mailboxes, shall be considered as included in the contract price paid for the Reset Mailboxes and no additional compensation will be allowed.

SP-11 RESERVED

SP-12 ADJUST FRAMES AND COVERS AND FRAMES AND GRATES TO GRADE

Frames and covers and frames and grates of existing manholes, water valves, grates, or other facilities shall be adjusted to grade in accordance with the provisions in Section 15-2.10, "Adjust," of the Standard Specifications, the plans, and these Special Provisions.

Contractor's attention is directed to City of Modesto Detail 5-F relative to installation of water valve operating nut extension.

Full compensation for furnishing all labor, materials, tool, equipment, and incidentals for doing all work involved with adjusting frame and cover and frames and grates to grade all in accordance with the plans, specifications and these Special Provisions shall be considered as included in the contract price paid for the various items of work involved and no additional compensation will be allowed.

SP-13 CLEARING AND GRUBBING

Clearing and grubbing shall conform to the provision in Section 16, "Clearing and Grubbing," and Section 15, "Existing Facilities" of the Standard Specifications and these Special Provisions.

It shall be the contractor's responsibility to remove all obstructions within the right of way which interfere with the work shown on the drawings. The location of the obstructions shown on the plans is figurative only. The County does not guarantee the exact location of items shown. It shall be the Contractor's responsibility to determine which items are going to interfere with this work.

The Contract lump sum price for Clearing and Grubbing, shall include full compensation for furnishing all labor, materials, tool, equipment, and incidentals for doing all work involved with clearing and grubbing and no additional compensation will be allowed.

REMOVE AND DISPOSE OF EXISTING DRAINAGE AND IRRIGATION FACILITIES

Existing pipes, drain inlets, headwalls and other drainage and irrigation facilities where any portion of such structures is within 3 feet of the grading plane, within an area to be cleared and grubbed or where shown on the plans to be removed, shall be completely removed and disposed of. Removed drainage and irrigation facilities shall be disposed of outside of the highway right of way in accordance with the provisions in Section 15-2.02K, "Remove Drainage Facilities" and 15-2.02L, "Remove Irrigation Facilities" of the Standard Specifications.

Full compensation for furnishing all labor, materials, tool, equipment, and incidentals for doing all work involved with removing drainage and irrigation facilities shall be considered as included in the contract lump sum price paid for **Clearing and Grubbing** and no additional compensation will be allowed.

REMOVE AND DISPOSE OF CURB AND GUTTER AND SIDEWALK

Curb and gutter and sidewalk designated on the plans to be removed, shall be removed and disposed of.

Removed curb and gutter and sidewalk shall be disposed of outside of the highway right of way in accordance with the provisions in Section 15-3, "Concrete Removal" of the Standard Specifications.

Full compensation for furnishing all labor, materials, tool, equipment, and incidentals for doing all work involved with removing curb and gutter and sidewalk all in accordance with the plans, specifications and these Special Provisions shall be considered as included in the contract lump sum price paid for **Clearing and Grubbing** and no additional compensation will be allowed.

REMOVAL OF TRAFFIC STRIPES AND MARKINGS

Work shall be done per Section 15-2 of the Standard Specifications.

Full compensation for conforming to the requirements of this section shall be considered as included in the contract lump sum price paid for in **Clearing and Grubbing** and no additional compensation will be allowed.

COLD PLANE ASPHALT CONCRETE PAVEMENT

Existing asphalt concrete pavement shall be cold planed at the locations and to the dimensions shown on the plans.

Planing asphalt concrete pavement shall be performed by the cold planing method. Planing of the asphalt concrete pavement shall not be done by the heater planing method.

Cold planing machines shall be equipped with a cutter head not less than 30 inches in width and shall be operated so that no fumes or smoke will be produced. The cold planing machine shall plane the pavement without requiring the use of a heating device to soften the pavement during or prior to the planing operation.

The depth, width, and shape of the cut shall be as shown on the construction detail plans or as designated by the Engineer. The final cut shall result in a uniform surface conforming to the typical cross sections. The outside lines of the planed area shall be neat and uniform. Planing asphalt concrete pavement operations shall be performed without damage to the surfacing to remain in place and shall be the entire width of the area to be surfaced.

Planed widths of pavement shall be continuous except for intersections at cross streets where the planing shall be carried around the corners and through the conform lines. Following planing operations, a drop-off of more than 0.15-foot will not be allowed between adjacent lanes open to public traffic.

Where transverse joints are planed in the pavement at conform lines no drop-off shall remain between the existing pavement and the planed area when the pavement is opened to public traffic. If asphalt concrete has not been placed to the level of existing pavement before the pavement is to be opened to public traffic a temporary asphalt concrete taper shall be constructed. Asphalt concrete for temporary tapers shall be placed to the level of the existing pavement and tapered on a slope of 1:30 (Vertical: Horizontal) or flatter to the level of the planed area.

Asphalt concrete for temporary tapers shall be commercial quality and may be spread and compacted by any method that will produce a smooth riding surface. Temporary asphalt concrete tapers shall be completely removed, including the removal of loose material from the underlying surface, before placing the permanent surfacing.

Operations shall be scheduled so that not more than 7 days shall elapse between the time when transverse joints are planed in the pavement at the conform lines and the permanent surfacing is placed at the conform lines.

The material planed from the roadway surface, including material deposited in existing gutters or on the adjacent traveled way, shall be disposed of in conformance with the provisions in Section 5-1.20B of the Standard Specifications. Removal operations of cold planed material shall be concurrent with planing operations and follow within 50 feet of the planer, unless otherwise directed by the Engineer.

Cold plane asphalt concrete pavement will be measured by the square feet. The quantity to be paid for will be the actual area of surface cold planed irrespective of the number of passes required to obtain the depth shown on the plans.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in cold planing asphalt concrete surfacing and disposing of planed material, including furnishing the asphalt concrete for and constructing, maintaining, removing, and disposing of temporary asphalt concrete tapers, as specified in the Standard Specifications and these Special Provisions shall be included in the contract unit price paid for **Cold Plane Asphalt Concrete Pavement** and no additional compensation will be allowed.

SP-14 WATERING

Developing a water supply and applying watering shall conform to the provisions in Section 17, "Watering," of the Standard Specifications and these Special Provisions.

The Contractor shall be responsible for developing a water supply and furnishing all water required for the work.

Full compensation for furnishing all labor, materials, tool, equipment and incidentals for doing all work involved with watering and dust control all in accordance with the Standard Specifications and these Special Provisions shall be considered as included in the contract price paid for the various items of work involved and no additional compensation will be allowed.

SP-15 EARTHWORK

Earthwork shall conform to the applicable requirements of Section 19, "Earthwork," of the Standard Specifications, except as herein provided.

The contractor shall excavate only as much trench as can effectively backfilled in the same day. All trenches in the roadway area shall be paved with temporary paving the same day the pavement cut is made. All trenches shall be backfilled so that traffic can cross at the close of each days work or protected to the satisfaction of the Engineer. There shall be no open trench left in the roadway area after normal working hours.

Material Testing shall be per SC-6, "Control of Materials" of the Special Conditions.

Street embankments and cut areas shall be graded and compacted as described in this Section. After all utilities and storm sewers have been installed, the subgrade shall be fine graded and restored to required grade, and then proof-rolled, utilizing a fully loaded tandem axle truck having a gross weight not less than 40,000 pounds and with the tires inflated to not less than 70 psi.

The quantities of structure excavation and structure backfill involved in excavation and backfilling pipe and other structures as shown on the Plans shall be considered included in the unit prices paid for the various items of work for which it applies and no separate payment will be made therefore.

Full compensation for Earthwork necessary for construction of Concrete Structures and Miscellaneous Concrete Construction shall be considered as included in the cost of the contract items for which it is related and no additional compensation will be allowed therefore.

Full compensation for furnishing all labor, materials, tools, equipment and incidentals for doing all the work involved in excavating, roadway excavation, transporting, filling, compacting and disposing of material, including filling between the back of walk and right of way, proof rolling, earthwork required for construction of asphalt concrete paving and concrete facilities as shown on the Plans and as specified in these Special Provisions and as directed by the Engineer shall be considered as included in the contract unit price paid per cubic yard for **Earthwork** and no additional compensation will be allowed

SP-16 AGGREGATE BASE

Aggregate base must comply with Section 26, "Aggregate Bases," of the Standard Specifications and these special provisions.

Aggregate Base shall be Class 2.

Aggregate Base will be paid by the ton per Section 9 "Payment" and Section 26-1.04 "Payment" of the Standard Specifications.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in constructing aggregate base, complete in place, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer shall be considered as included in the contract unit price paid for **Aggregate Base** (Class 2), and no additional compensation will be allowed.

SP-17 HOT MIX ASPHALT

This work shall consist of furnishing and placing asphalt concrete in conformance with Section 39, "Hot Mix Asphalt" of the Standard Specifications and these Special Provisions.

Asphalt concrete shall be Type A.

Asphalt concrete shall be Type A.

The asphalt binder shall be grade PG 64-10 as specified in the Standard Specifications, unless otherwise approved by the Engineer. Aggregates shall be ½ inch grading as specified in Section 39-1.02E, "Aggregate," of the Standard Specifications.

Perform Hot Mix Asphalt work according to Section 39-3 "Method Construction Process" of the Standard Specifications. Material testing shall be per SC-06, "Control of Materials" of the Special Conditions.

Attention is directed to 39-1.11 "Transporting, Spreading, and Compacting" of the Standard Specifications.

A drop off of more than 0.15-foot will not be allowed at any time between adjacent lanes open to public traffic. The final lift of asphalt concrete for all streets shall be placed after all work related to underground facilities, excavations, reconstruction, trench pavement, and pre-paving work has been completed.

HMA smoothness requirements shall conform to 39-1.12B "Straightedge" of the Standard Specifications. Section 39-1.12C, "Profilograph" of the Standard Specifications shall not apply. Smoothness that does not meet the straightedge requirements shall be corrected per 39-1.12D "Smoothness Correction" of the Standard Specifications.

The completed surfacing shall be true to grade and cross section, of uniform smoothness and texture, compacted firmly, and free from depressions, humps or irregularities.

Full compensation for furnishing all labor, materials, tools equipment, and incidentals for all work performed under section "Hot Mix Asphalt," including surfacing miscellaneous areas, driveways, various HMA items and Tack Coat shall be considered as included in the contract unit price paid for **Hot Mix Asphalt** (**Type A**), and no additional compensation will be allowed.

Full compensation for furnishing all labors , materials , tools equipment and incidental all work performed under AC Dikes Type A shall be considered as included in the contract unit price paid for **AC Dikes Type** A , and no additional compensation will be allowed.

SP-18 MONUMENT PRESERVATION

The contractor is responsible for preserving all survey monumentation. If an existing monument must be removed contractor is to contact Stanislaus County Survey Department 209-525-4135 ASAP and county personnel will tie the monument out. If the monument is in an existing monument box the contractor shall attempt to reuse the box. If the box is not reusable contractor shall obtain new monument boxes and lids from Stanislaus Public Works at 1716 Morgan Road. After roadway construction is complete contractor shall contact Stanislaus County Survey Department to mark the location for the placement of the monument box and contractor to installing the monument box and lid to finished grade. Stanislaus County Survey Department will then install the monument inside the existing box at a later date

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals for all work performed under this section "Monument Preservation," including removal of existing well for reuse, obtaining new monument boxes from Stanislaus Public Works, HMA or Cement, shall be considered as included in the contract price paid for various items of work involved, and no additional compensation will be allowed.

SP-19 MARKERS AND DELINEATORS

Markers and delineators shall conform to the provisions in Section 82, "Markers and Delineators," of the Standard Specifications and these Special Provisions.

Markers and delineators on flexible posts shall conform to the provisions in Attachment A, "Pre-qualified and Tested Signing and Delineation Materials" of these Special Provisions. Flexible posts shall be made from a flexible white plastic which shall be resistant to impact, ultraviolet light, ozone, and hydrocarbons. Flexible posts shall resist stiffening with age and shall be free of burns, discoloration, contamination, and other objectionable marks or defects which affect appearance or serviceability.

Retroreflective sheeting for metal and flexible target plates shall be the retroreflective sheeting designated for channelizers, markers, and delineators conforming to the requirements in ASTM Designation: D 4956-95 and in conformance with the provisions in "Pre-qualified and Tested Signing and Delineation Materials" of these Special Provisions.

Full compensation for furnishing and installing Markers and Delineators shall be considered as included in the contract price paid for various items of works and no additional compensation will be allowed.

SP-20 METAL BEAM GUARD RAILING

Metal beam guard railing (Type A77L2) shall be constructed in conformance with the provisions in Section 83-1, "Railings," of the Standard Specifications and these Special Provisions.

Attention is directed to "Order of Work" of these Special Provisions.

Line posts and blocks shall be wood.

Full compensation for furnishing and installing Metal Beam Guard Railing shall be considered as included in the contract unit price paid for **Metal Beam Guard Railing** (**Type A A77L2**), and no additional compensation will be allowed.

SP-21 THERMOPLASTIC TRAFFIC STRIPE AND PAVEMENT MARKING

Thermoplastic traffic stripes (traffic lines) and pavement markings shall be applied in conformance with the provisions in Section 84, "Traffic Stripes and Pavement Markings," of the Standard Specifications and these Special Provisions.

Thermoplastic material shall be free of lead and chromium, and shall conform to the requirements in State Specification PTH-02ALKYD.

Where striping joins existing striping, as shown on the plans, the Contractor shall begin and end the transition from the existing striping pattern into or from the new striping pattern a sufficient distance to ensure continuity of the striping pattern.

Thermoplastic traffic stripes and pavement markings shall be free of runs, bubbles, craters, drag marks, stretch marks, and debris.

Thermoplastic traffic stripes will be measured by the linear foot for each striping detail, regardless of the number, widths and patterns of stripes in the detail.

Full compensation for furnishing and installing Thermoplastic Traffic Stripe shall be considered as included in the contract unit price paid for **Thermoplastic Striping** and no additional compensation will be allowed.

Full compensation for furnishing and installing Thermoplastic Pavement Markings shall be considered as included in the contract unit price paid for Thermoplastic Pavement Markings and no additional compensation will be allowed.

SP-22 PAINT TRAFFIC STRIPE AND PAVEMENT MARKING -N/A

SP-23 ROAD SIGNS

Roadside signs shall be installed at the locations shown on the plans or where designated by the Engineer.

Full compensation for furnishing all labor materials, tool, equipment and incidentals for doing all work involved with construction of roadside signs all in accordance with the plans, specifications and these Special Provisions shall be considered as included in the contract unit price paid for Traffic Signs or **Object Markers** and no additional compensation will be allowed.

SP-24 RESERVED

SP-25 RESERVED

SP-26 ENVIRONMENTAL MITIGATION

Environmental reevaluation will be required if the scope of the project changes to include additional areas of activities, or if previously unknown gultural on other sensitive resources are discovered.

A lead compliance plan for worker health and safety must be prepared by a Certified Industrial Hygienist and must be implemented prior to the start of construction activities. This plan is needed in order to minimize worker exposure to lead chromate or lead while handling grindings containing thermoplastics.

The Contractor is responsible for disposal of thermoplastic grindings and shall obtain a temporary EPA ID number prior to disposing of hazardous waste. A temporary EPA ID number can be obtained by calling the California Department of Toxic Substances Control at (800) 618-6942.

Full compensation for preparation, submittal, and implementation of a lead compliance plan shall be considered as included in the contract lump sum price paid for Lead Compliance Plan, and no additional compensation will be allowed.

SP-27 CONTROLLED LOW STRENGTH MATERIAL

Controlled low strength material shall consist of a workable mixture of aggregate, cementitious materials, and water and shall conform to the provisions for slurry cement backfill in Section 19-3.02D, "Slurry Cement Backfill," of the Standard Specifications and these Special Provisions.

At the option of the Contractor, controlled low strength material may be used as structure backfill for pipe culverts, except that controlled low strength material shall not be used as structure backfill for culverts having a diameter or span greater than 20 feet.

When controlled low strength material is used for structure backfill, the width of the excavation shown on the plans may be reduced so that the clear distance between the outside of the pipe and the side of the excavation, on each side of the pipe, is a minimum of 12 inches. This minimum may be reduced to" 8'kpej gu'y j gp'\j g'j gki j v'qhleqxgt'ku'nguu'\j cp''qt''gs wcn\\q'42'hggv'qt'\j g'r kr g'f kco gygt''qt''ur cp''ku'nguu'\j cp''64 kpej gu"

Controlled low strength material in new construction shall not be permanently placed higher than the basement soil. For trenches in existing pavements, permanent placement shall be no higher than the bottom of the existing pavement permeable drainage layer. If a drainage layer does not exist, permanent placement in existing pavements shall be no higher than one inch below the bottom of the existing asphalt concrete surfacing or no higher than the top of base below the existing portland cement concrete pavement. The minimum height that controlled low strength material shall be placed, relative to the culvert invert, is 0.5 diameters or 0.5 heights for rigid culverts and 0.7 diameters or 0.7 heights for flexible culverts.

When controlled low strength material is proposed for use, the Contractor shall submit a mix design and test data to the Engineer for approval prior to excavating the trench for which controlled low strength material is proposed for use. The test data and mix design shall provide for the following:

- A. A 28-day compressive strength between 50 pounds per square inch and 100 pounds per square inch for pipe culverts having a height of cover of 20 feet or less and a minimum 28-day compressive strength of 100 pounds per square inch for pipe culverts having a height of cover greater than 20 feet. Compressive strength shall be determined in conformance with the requirements in ASTM Designation: D 4832.
- B. Cement shall be any type of portland cement conforming to the requirements in ASTM Designation: C 150; or any type of blended hydraulic cement conforming to the requirements in ASTM Designation: C 595M or the physical requirements in ASTM Designation: C 1157M. Testing of cement will not be required.
- C. Admixtures may be used in conformance with the provisions in Section 90-1.02E, "Admixtures," of the Standard Specifications. Chemical admixtures containing chlorides as Cl in excess of one percent by weight of admixture, as determined in conformance with the requirements of California Test 415, shall not be used. If an air-entraining admixture is used, the maximum air content shall be limited to 20 percent. Mineral admixtures shall be used at the Contractor's option.

Materials for controlled low strength material shall be thoroughly machine-mixed in a pugmill, rotary drum or other approved mixer. Mixing shall continue until the cementitious material and water are thoroughly dispersed throughout the material. Controlled low strength material shall be placed in the work within 3 hours after introduction of the cement to the aggregates.

When controlled low strength material is to be placed within the traveled way or otherwise to be covered by paving or embankment materials, the material shall achieve a maximum indentation diameter of 3 inches prior to covering and opening to public traffic. Penetration resistance shall be measured in conformance with the requirements in ASTM Designation: D 6024.

Controlled low strength material used as structure backfill for pipe culverts will be considered structure backfill for compensation purposes.

Full compensation for furnishing and installing controlled low strength material shall be considered as included in the contract price paid for the various items of work and no additional compensation will be allowed therefore.

SP-28 SHOULDER BACKING

This work shall consist of constructing shoulder backing adjacent to the edge of new pavement surfacing in conformance with the details shown on the plans and these special provisions.

Material for shoulder backing shall be imported material or material processed from reclaimed portland cement concrete, lean concrete base, cement treated base, or a combination of any of these materials, conforming to the following grading and quality requirements:

Grading Requirements		Quality Requirements		
Sieve Sizes	Percentage Passing	Specification	California Test	Requirement
2"	100	Sand Equivalent	217	10 minimum-30 maximum
1"	75 - 100	Resistance (R-value)	301	50 minimum
No. 4	40 - 60	Percentage Crushed Particles	205	75% minimum
No. 30	12 - 35	Durability Index	229	20 minimum
No. 200	5 - 20			

At the option of the Contractor, aggregate for shoulder backing may consist of material processed from reclaimed asphalt concrete conforming to the following grading and quality requirements:

Grading Requirements		Quality Requirements		
Sieve Sizes	Percentage Passing	Specification	California Test	Requirement
2"	100	Resistance (R-value)	301	50 minimum
3/4"	70 - 100	Percentage Crushed Particles	205	75% minimum
No. 4	30 - 80	Durability Index	229	20 minimum

Coarse aggregate consisting of material retained on the No. 4 sieve, shall consist of material of which at least 75 percent by weight shall be crushed particles with a minimum of two fractured faces, as determined in conformance with California Test 205.

Shoulder backing material shall have a minimum unit weight of 135 pounds per cubic foot as determined in conformance with California Test 212.

Lime treated shoulder backing shall conform to the provisions in Section 24, "Lime Stabilization," of the Standard Specifications.

Shoulder backing material consisting of reclaimed asphalt concrete, shall not be placed within 100 feet measured horizontally of any culvert, watercourse, or bridge within the project limits.

Prior to placement of shoulder backing material, basement material shall be scarified to a minimum depth of 3 inches. Immediately prior to placement of shoulder backing material, scarified material shall be uniformly moisture conditioned. Shoulder backing material shall be placed, watered, and rolled a minimum of two passes with a steel tired roller weighing not less than 8 tons to form a smooth, compacted Watering shall conform to the provisions in Section 17, "Watering," of the Standard surface. Specifications.

Shoulder backing material shall not be deposited on new pavement surfacing prior to placing the material in the final position, nor shall the material be deposited onto new pavement surfacing during mixing, watering, and blading operations.

Shoulder backing construction shall be completed along the edges of any portion of new pavement surfacing within 5 days after completion of that portion of the new surfacing. Prior to opening a lane adjacent to uncompleted shoulder backing to uncontrolled public traffic, the Contractor shall furnish, place, and maintain portable delineators and W8-9 (LOW SHOULDER) signs off of and adjacent to the new pavement surfacing. Portable delineators shall be placed at the beginning and along the drop-off of the edge of pavement, in the direction of travel, at successive maximum intervals of 500 feet on tangents and 200 feet on curves. W8-9 (LOW SHOULDER) signs shall be placed at the beginning and along the dropoff at successive maximum intervals of 2,000 feet. The portable delineators and W8-9 (LOW SHOULDER) signs shall be maintained in place at each location until the shoulder backing is completed at that location. Portable delineators and signs shall conform to the provisions in Section 12, "Temporary

Traffic Control," of the Standard Specifications, except the signs may be set on temporary portable supports or on barricades.

Quantities of imported material (shoulder backing) will be measured by the ton in conformance with the provisions in Section 9-1.02, "Measurement," of the Standard Specifications, except that the weight of water in the aggregate will not be determined and no deduction will be made from the weight of material delivered to the work.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in constructing aggregate base shoulder backing, complete in place, including furnishing, placing, maintaining, and removing portable delineators, W8-9 (LOW SHOULDER) signs, and temporary supports or barricades for the signs, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer shall be considered as included in the contract unit price paid for **Shoulder Backing** and no additional compensation will be allowed.

SP-29 REINFORCEMENT-N/A

SP-30 REINFORCED CONCRETE PIPE- N/A

SP-31 CORRUGATED METAL PIPE-N/A

SP-32 PLASTIC PIPE (SUPPLY LINE) - N/A

SP-33 MISCELLANEOUS FACILITIES

This section shall conform to the provisions in Section 70, "Miscellaneous Facilities," of the Standard Specifications.

Full compensation for furnishing and installing miscellaneous facilities shall be considered as included in the contract unit price paid for the various facilities and no additional compensation will be allowed.

SP-34 MISCELLANEOUS CONCRETE CONSTRUCTION

Minor concrete (curb) shall conform to the provisions in Section 73, "Concrete Curbs and Sidewalks," of the Standard Specifications and these Special Provisions.

Full compensation for furnishing and installing minor concrete shall be considered as included in the contract unit price paid for **PCC** (**Curb**) or **Concrete Island Medians** and no additional compensation will be allowed.

SP-35 FENCE

Vinyl Split Rail Fence reconstruction shall conform to the requirements outlined in the Plans and this Special Provision. The fence materials shall be in white color.

Full compensation for furnishing and installing White Vinyl Split Rail Fence shall be considered as included in the contract unit price paid for **Fencing** and no additional compensation will be allowed.

SP-36 ROAD PREPARATION-N/A

SP-37 AS-BUILT DRAWINGS

The Contractor shall maintain a neatly marked set of full-size as-built record drawings showing all changes to the plans. As-built record drawings shall reflect change orders, and modifications to all improvements constructed. Where necessary, supplemental drawings shall be prepared and submitted by the Contractor.

Prior to acceptance of the project, the Contractor shall deliver to the Engineer, two sets of neatly marked as-built record drawings, including a scanned "PDF" file, showing the information required above. As-built record drawings shall be reviewed and the complete as-built record drawing set shall be current with all changes and deviations redlined as a precondition to the final progress payment approval and/or final acceptance. Submittal of acceptable As-built Drawings may be considered as a controlling operation of work.

The Contract lump sum price for **As-built Drawings** shall include full compensation for furnishing all labor, materials, tool, equipment, and incidentals for doing all work involved with As-built Drawings and no additional compensation will be allowed.

SP-38 AT&T UNDERGROUND CONDUIT

This work consists of trenching, furnishing and installing underground conduits and pull wire for AT&T conduits across Hatch Road, as shown on the plans, described in these Construction details, and as directed by the Engineer.

The installation of underground AT&T conduits coincides with the removal of existing overhead AT&T wires. The contractor shall coordinate with AT&T regarding the scheduling of the installation of the underground conduit and the subsequent removal of the overhead wires.

Trenching for the underground conduits will be the responsibility of the contractor. Trench bedding, shading, and backfill material will be per AT&T design standards. The trench shall have a minimum width of 18 inches. Conduits shall have a minimum cover of 36 inches below finish grade.

A total of two conduits will be installed in the trench. Each conduit shall be 4 inches in diameter, shall be type C PVC, white in color, with an AT&T logo. The minimum sweep for the 4" conduits is a 3-foot radius with 90-degree bend. The conduit run shall not have more than three 90-degree bends.

Conduit exposed to sunlight shall be Schedule 40 or equivalent. Only factory-standard bends shall be used. Field bending of conduit is not allowed if the radius is less than 80 feet.

All conduit shall be capped at each existing pole with a 90-degree radius bend riser.

Either 3/8-inch minimum polypropylene pull line, or equivalent strength polyester woven mule tape, shall be installed in each 4-inch conduit, end-to-end.

All terminated conduit shall be measured end-to-end. The lengths shall be provided to AT&T on the "Asbuilt" drawings.

Full compensation for furnishing and installing AT&T Underground Conduit shall be paid for on a linear foot basis. Measurement will be based on the actual number of linear feet of trenching as determined by measurement along the trench. The contract unit price paid per linear foot of AT&T Underground

Conduit shall include full compensation for all the labor, materials equipment, incidentals, and for doing all the work involved in trenching, installing AT&T conduits and pull wire, complete and in place, as identified on the plans, the Standard Specifications, these construction details, and as directed by the Engineer, and no additional compensation will be allowed.

SP-39 B.N.S.F. COORDINATION (SEE ATTACHMENT C)

The contractor's attention is directed to an agreement signed by the County and the BNSF railroad, titled "GRADE CROSSING SIGNAL AND SURFACE INSTALLATION AGREEMENT", for construction of railroad crossing signals and concrete surfaces at the intersections of the BNSF railroad and Hatch Road, US DOT crossing number 028739S. The contractor shall review and comply with the agreement, including, but not limited to, the following provisions within the agreement:

Article 3 ("Agency Obligations"), paragraphs 7, 9, 11, 12, 16, 18, and 20. Article 4 ("Joint Obligations"), paragraphs 1, 2, 3, 4, 5, 13, 15, 16. Exhibit "C" ("Contractor Requirements")

The contractor shall also review, sign, and comply with Exhibit C-1, "Agreement between BNSF Railway Company and the Contractor".

The contractor shall coordinate with BNSF and the County as necessary to work within the construction schedule negotiated between BNSF and the County.

Full compensation for furnishing all labor materials, tool, equipment and incidentals for doing all work involved with BNSF coordination in accordance with the Standard Specifications and these Construction details shall be considered as included in the prices paid for related items of work involved and no additional compensation will be allowed therefore.

SP-40 SIGNALS LIGHTING, AND ELECTRICAL SYSTEMS

This work shall include the furnishing of all labor, materials, tools, and equipment to construct and complete in an efficient and workmanlike manner the modification of the traffic signal system in accordance with the approved plans, these specifications, the County Standard Details, and the Standard Specifications and Standard Plans.

Traffic signal installation work is to be performed at the following intersections:

Hatch Road and Santa Fe Avenue

The Contractor shall furnish all labor, materials and equipment necessary to complete the work as shown on the Plans, as specified in these Special Provisions, and in strict accordance with the conditions of the Contract. All incidental work not shown on the Plans or specified herein which is necessary to complete the work necessary to provide the system described, or shown, shall be furnished and installed as part of this contract at no additional cost to the County. The work shall be complete and ready for service as shown on the Plans and/or specified to the satisfaction of the Engineer.

The Contractor shall bear the cost of any utility interruption, temporary relocation, modification, or other modifications as needed to install or remove any traffic signal equipment.

The controller cabinet schematic wiring diagram and intersection sketch shall be combined into one drawing, so that, when the cabinet door is fully open, the drawing is oriented with the intersection.

The Contractor shall furnish, in a three-ring binder, a maintenance manual for all controller units, auxiliary equipment, and vehicle detector sensor units, control units, and amplifiers. The maintenance manual and operation manual may be combined into one manual. The maintenance manual or combined maintenance and operation manual shall be submitted at the time the controllers are delivered for testing or, if ordered by the Engineer, previous to purchase. The maintenance manual shall include, but need not be limited to, the following items:

- (a) Specifications
- (b) Design characteristics
- (c) General operation theory
- (d) Function of all controls
- (e) Trouble shooting procedure (diagnostic routine)
- (f) Block circuit diagram
- (g) Geographical layout of components
- (h) Schematic diagrams
- (i) List of replaceable component parts with stock numbers

No signal standard shall be delivered on-site until Contractor has all signal materials on hand.

Signal heads shall not be installed before traffic signal controller is installed and wired.

MAINTAINING EXISTING AND TEMPORARY ELECTRICAL SYSTEMS

Existing traffic signal system shutdowns shall be limited to periods between the hours of 9:00 a.m. and 3:00 p.m.

The Contractor shall place "STOP AHEAD" and "STOP" signs to direct vehicle and pedestrian traffic through the intersection during traffic signal system shutdown. All signal faces shall be covered if the system must be shut down for a 24-hour period. Contractor must request in writing the Engineer's approval 48 hours prior to a 24-hour signal system shutdown. The Contractor shall wait for the Engineer's approval, in writing, prior to any 24-hour signal system shutdown. If written approval is not received by the Contractor within 48 hours of request, Contractor will assume the request has been denied. Temporary "STOP AHEAD" and "STOP" signs shall be either covered or removed when the system is turned on.

One "STOP AHEAD" sign and one "STOP" sign shall be placed for each direction of traffic. For two-lane approaches, two "STOP" signs shall be placed. Location of the signs shall be as directed by the Engineer.

"STOP AHEAD" and "STOP" signs shall be furnished by the Contractor and shall conform to the provisions in Section 12-3.06, "Construction Area Signs," of the Standard Specifications except that the base material for the signs shall not be plywood.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work as required in this section shall be considered as included in the contract lump sum price paid for Traffic Control, and no additional compensation will be allowed.

REGULATIONS AND CODE

All work and materials shall conform to the latest codes, rules, and regulations of the following:

- (a) State Codes and Ordinances
- (b) Local City and/or County Ordinances
- (c) National Electrical Code
- (d) Uniform Building Code

Nothing in these Specifications is to be construed to permit work not conforming to the above; expense for compliance with the above shall be paid for by the Contractor. Whenever the Plans and Specifications require higher standards or larger sizes than those required by the Ordinances and Statutes, the Plans and Specifications shall take priority.

The Contractor shall have Special Dispensation from the California Occupational Safety and Health Administration to conduct operations no closer than 6 feet, but within 10 feet, of a high voltage line prior to erecting signal standards.

STANDARDS, STEEL PEDESTALS, AND POSTS

Paragraph four of Section 86-2.04, "Standards, Steel Pedestals and Posts," of the Standard Specifications is amended by adding the following after the second subparagraph:

Standards with an outside diameter of 12 inches or less shall be round. Standards with an outside diameter of greater than 12 inches shall be round or multi-sided. Multi-sided standards shall have a minimum of 10 sides which shall be convex and shall have a minimum bend radius of 4 inches.

Section 86-2.04, "Standards, Steel Pedestals and Posts," of the Standard Specifications is amended by adding the following after paragraph eleven:

All galvanized nuts, used on assemblies with a specified pre-load or torque, shall be lubricated in accordance with the requirements specified for galvanized Grade DH nuts in ASTM Designation: A 563.

The twelfth paragraph in said Section 86-2.04 of the Standard Specifications is amended to read:

The sign mounting hardware, as shown on Detail U of Standard Plan ES-7N, shall be installed at the locations shown on the plans.

Where the plans refer to the side tenon detail at the end of the signal mast arm, the applicable tip tenon detail may be substituted.

Standards, steel pedestals and posts shall have ornamental base covers.

Standards, steel pedestals and posts shall be galvanized.

SOLID-STATE TRAFFIC ACTUATED CONTROLLER

The Contractor shall furnish Model 2070E controller assemblies consisting of Model 2070E controller units, wired Model 332 cabinets and all auxiliary equipment required to control the signal indications as shown on the Plans, and as specified in these Special Provisions for each location. The controllers shall be furnished complete with all equipment conforming to the requirements in the "Traffic Signal Control Equipment Specifications," issued by the State of California. Controllers, cabinets, equipment, and all modifications thereto shall be type approved by the State of California Testing Laboratory, and shall have California State Quality Product listing.

Model 2070E controller shall consist of the following modules:

2070-1E CPU Module

2070-2E Field I/O Module

2070-3B LCD/Front Panel Module

2070-4A Power Supply

The controller shall be provided with Trafficware Apogee Local Intersection software preloaded. One diagnostic PROM module with C1 and C2 wraparound plugs compatible with and of the same manufacture as the controller units shall also be provided. The diagnostic PROM modules and intersection programs shall be accompanied by an operation/instruction manual.

The controller cabinet layout and component locations shall conform to the requirements for Model 332 cabinet in said "Traffic Signal Control Equipment Specifications," and addendum thereto.

All compression connectors that terminate inside controller cabinets for low voltage circuits shall be soldered.

The cabinets shall be wired and fully equipped for traffic actuation and phasing as shown on the Plans.

Contractor shall furnish a certificate of compliance from a state approved testing laboratory indicating the unit has been fully bench tested.

Cabinets shall be aluminum. Cabinets shall have the additional following items installed:

- 1. Fluorescent light with door switches on both doors.
- 2. Auto/manual control with police panel cord.
- 3. Pull-out drawer/shelf assembly
- 4. Communications Panels

The Contractor shall arrange to have a signal technician, qualified to work on the controller units and employed by the controller unit manufacturer or his representative, present at the time the equipment is turned on.

The convenience receptacle shall have ground-fault circuit interruption as defined by the Code. Circuit interruption shall occur on 6 milliamperes of ground-fault current and shall not occur on less than 4 milliamperes of ground-fault current.

Model 332 cabinets shall be furnished with a Corbin lock, keyed "State #2."

SERVICE ENCLOSURE

Traffic signal service enclosure shall be installed as shown on the plans. Voltage ratings of the service equipment shall confirm to the service voltages indicated on the plans.

VEHICLE SIGNAL FACES AND SIGNAL HEADS

Signal housings shall be polycarbonate manufactured from virgin material using lexan polycarbonate black in color.

Backplates shall be polycarbonate material black in color.

All signals shall have tunnel visors and backplates black in color. All sections of all signals shall be 12".

All indications shall have Light Emitting Diode (LED's) signal modules that meet the latest Caltrans Specifications.

Top openings of signal heads shall be sealed in the interior with neoprene gaskets.

LUMINARIES

Glare shields are not required.

Luminaries shall be LED Beta-BLD-STR-LWY-3M-HT-08-D-UL-SV-525-43K-R, or Leotek-GC1-80C-MV-NW-3M-GY-530mA.

PHOTOELECTRIC CONTROLS

Photoelectric controls shall be Acuity Brands Controls DSS124F1.5TJJE-Fail off or approved equal.

EMERGENCY VEHICLE DETECTOR SYSTEM

The Contractor shall provide and install a 3M Emergency Vehicle Detector System per the plans and these Special Provisions with two phase selectors inside the controller cabinet compatible with optically activated receiver units and Model 2070E controller. The Contractor shall provide and install optically activated receiver units with optical detector cable as shown on the plans.

Two emitters shall be supplied by the Contractor. The Contractor shall not responsible for the installation of the emitters on emergency vehicles. The emitters shall be delivered to the Engineer.

The phase selectors, optical emitter, optically activated receiver units, and optical detector cable shall meet the specifications in "Optically Activated, Data-Encoded, Traffic Signal Priority Control System," of these Special Provisions.

The Contractor shall be responsible for making the optical Emergency Vehicle Detector System operational, as per supplier's requirements.

TERMINAL COMPARTMENT

Slip-fitters and terminal compartments shall be cast bronze. All parts of signal mounting assembly shall be black in color.

DETECTION PROCESSORS

Video/Radar Processors shall be Iteris Model Vantage Edge2 Processors (VEC-EDGE201N-PAK) or approved equals. If required, Dual channel extension modules shall be Iteris Model Vantage Edge2 Extension Module (EDGE2EM2-PAK) or approved Equal.

One 10" or larger LCD Color Monitor w/dual BNC video input shall be furnished to the County for use with the approved processors.

A switch shall be provided to switch between video feeds and Mouse controls. Iteris Model EDGE CONNECT or Approved Equal.

A surge panel shall be installed prior to system turn on.

HYBRID VIDEO DETECTORS

Hybrid Radar/Video Detectors shall be Iteris Model Vantage Vector (VECTOR) or Approved Equal.

Each hybrid detector shall detect up to 600' beyond the unit for approaching vehicles.

All signal and power cable shall be Siamese type Belden 8281 or equivalent with 3#16 conductors.

A technician from the equipment Manufacturer shall be present during system installation, programming and camera aiming and shall inspect all elements prior to system turn on.

Hybrid detector units shall be mounted on signal mast arm per manufacturer specification as shown on plans or as approved by the Engineer.

Hybrid detection system shall emulate loop sensors and handle up to 24 detector zones per camera channel.

VIDEO DETECTORS

Video detectors shall be Iteris Model RZ-4 AWDR or Approved Equal and shall be compatible with Iteris Edge2 video processors

A technician from the equipment Manufacturer shall be present during system installation, programming and camera aiming and shall inspect all elements prior to system turn on.

CONDUCTORS AND WIRING

Subparagraphs 2, 4, and 5 of the first paragraph of Section 86-2.09D, "Splicing," of the Standard Specifications is deleted.

Splices shall be insulated by "Method B" of Section 86-2.09E," "Splice Insulation," of the Standard Specifications except detector lead-in cables.

Conductors shall be cabled in bundles, by phase, and identified by phase with permanent labels in the controller cabinet and at terminal pull boxes.

Multiple lighting conductors, signal light grounded conductors, and bonding conductors only, may be spliced.

"C" shaped compression connectors, as shown on the Plans, shall be used.

Insulation shall be THW rated, and shall comply with Section 86-2.09E, "Splice Insulation," of the Standard Specifications.

Per City of Modesto Drawing 1802, multiple conductor cable and detector lead-in cables shall be color coded as follows:

COLOR	SIGNAL STANDARD	DLC
Brown	A	Phase 1
Red	В	Phase 2
Orange	С	Phase 3
Yellow	D	Phase 4
Green	Е	Phase 5

Blue	F	Phase 6
Violet	G	Phase 7
Gray	Н	Phase 8
White	I	
Black	J	

Signal Interconnect Cable (SIC) shall be Superior Essex Sealpic cable, or approval equal 19 AWG 6-pair cable with white/blue, white/orange, white/green, white/brown, white/slate, and red/blue color coding. No other color coding is acceptable.

FUSED SPLICE CONNECTORS

Fused splice connectors will not be required.

BONDING AND GROUNDING

Grounding jumper shall be attached by a 3/16 inch or larger brass bolt in the signal standard or controller pedestal and shall be run to the conduit, ground rod or bonding wire in adjacent pull box.

Grounding jumper shall be visible after cap has been poured on foundation.

Equipment grounding conductors will not be required in conduit containing loop lead-in cables only.

Green Wire #6 (cabinet ground) shall have a separate ground rod in pull box nearest to cabinet, with no other wire attached.

CONDUIT

Conduit shall be rigid galvanized metal or Type 3 Rigid non-metallic and shall conform to the provisions in Section 86-2.05, "Conduit," of the Standard Specifications and these Special Provisions.

When a standard coupling cannot be used for coupling metal-type conduit, a UL listed threaded union coupling, as specified in the third paragraph in Section 86-2.05C, "Installation," of the Standard Specifications.

Insulated bonding bushings will be required on metal conduit. All conduit shall be grounded together in all pull boxes and cabinets by means of a grounding jumper.

Conduit to be installed under pavement shall be installed by bore and jacking, directional drilling, or other approved methods which do not damage pavement.

After conductors have been installed, the ends of conduits terminating in pull boxes, and in service and controller cabinets shall be sealed with an approved type of sealing compound.

If Type 3 non-metallic conduit is used it shall be installed with a rigid galvanized metal elbow and riser into the termination pullbox, service, cabinet, and all other termination locations.

PULL BOXES AND DETECTOR HANDHOLES

Pull boxes shall be polymer concrete ring, fiber reinforced polymer body with a ring color of concrete gray with "Traffic Signal Detector" OR "Service" stamped on lids.

The bottoms of pull boxes shall be grouted. Contractor's attention is directed to Section 86-2.06C, "Installation and use," of the Standard Specifications.

Pull box lids for Caltrans Standard pull boxes shall be traffic rated, steel Locking Security lids, as approved by the Engineer.

Existing detector hand holes in pavement reconstruction areas shall be removed and replaced with new detector hand holes in accordance with Standard Plan ES-5D. Hand holes shall be Type A. Pull box lids associated with detector hand holes shall be stamped "Detector."

FOUNDATIONS

Portland cement concrete shall conform to Section 90-10, "Minor Concrete," of the Standard Specifications and shall contain no less than 470 pounds of cement per cubic yard, except concrete for reinforced pile foundations shall contain not less than 564 pounds of cement per cubic yard.

SIGNS

Signs shall be furnished and installed by the Contractor as shown on the Plans and as specified in the California Manual of Traffic Control Devices, 2012 Edition.

The D3-1 street name signs shall be on diamond-grade reflective sheeting.

Street name text shall be white with 12-inch upper case, first character followed by 10-inch lower case characters for each word (ex... "County Road"), Clearview font, on a green background. Block numbers and arrows shall be white, four inches high, on a green background. Block numbers and arrow shall be located on the right hand side of the sign. Arrows shall be orientated toward the highest block number. The block shall be located above the arrow, see detail on the plans. Messages shall be on both sides of the signs unless otherwise indicated on the plans.

The Contractor shall provide and install signs as called for on the plans.

Two wraps of stainless steel Band-It-Band strapping 3/4" thick shall be used to hang all overhead signs. Band-It-Band buckles type 201 stainless steel shall be used with strapping. Hawkins Swing Sign Brackets 250 Series, Part Number M10J-OCB250AL and M10J-OCB250FL with Adjustable Length Swing Sign Bracket M10J-OCB250AL or approved equal shall be used. Signs shall have 2" x 2" x 1/8" "L" aluminum bracket for additional support.

TESTING

The Contractor shall make the signals fully operational including entering timing settings provided by the Engineer into the controller and peripheral equipment.

The Contractor shall have present, a qualified field technician, who shall be qualified to perform testing and servicing on all systems of the installation.

Prior to scheduled turn on, the field technician shall perform all testing assignments. This testing shall include measurement of each loop installation utilizing a field loop tester/analyzer. Based on the measurement of each loop, the final loop configuration shall be established in such manner as to generate a unique frequency for each adjacent loop system, (detector channel). This unique frequency shall be set such that in the natural state and in the detect state, the frequency does not enter the frequency range of any adjacent loop system. In addition to the frequency setting and adjustments, the loop configuration shall be

such that peak tuning characteristics shall be maximized; i.e., the detect state shall be a minimum of a 3.0 reference value based on natural state reference. For loops rated less than a 3.5 reference value, the loops shall be configured to maximize the sensitivity of the loop closest to the stop bar.

The Contractor shall provide the Engineer with the detector test report as provided. This report shall include each detector as labeled on the drawing, and shall show the final loop configuration, the natural state frequency, the detect frequency, and the calculated reference value of each loop system.

The Contractor shall flash test all circuits of each signal phase and both circuits of each pedestrian phase to confirm that the signal is wired properly before the signal is requested to be energized. The Contractor shall provide the Engineer with the signal flash report as provided.

SIGNAL ENERGIZING

The Contractor, after fully testing the new traffic signal equipment, will contact the Engineer to schedule signal energizing. Signals will only be allowed to be put into operation on Tuesdays, Wednesdays, and Thursdays. The Contractor will have the signal fully tested at least 24 hours before the signal is energized.

FUNCTIONAL TESTING

The first paragraph in Section 86-2.14B, "Field Testing," of the Standard Specifications is amended to read:

Prior to start of functional testing, the Contractor shall perform the following tests on all circuits, in the presence of the Engineer.

The functional test for each lighting system shall consist of not less than 14 days. If unsatisfactory performance of the system develops, the conditions shall be corrected and the test shall be repeated until the 14 days of continuous, satisfactory operation is obtained.

SERVICE

Service shall conform to the provisions in Section 86-2.11, "Service", of the Standard Specification and these Special Provisions.

The Contractor shall include in his bid any and all costs due to the service installation. Metering shall be per standard plans. The Contractor shall coordinate with the utility agency for service connection.

SIGNAL FLASH TEST REPORT

Intersection Of:	Date:
Гested By:	

PHASES	RED	AMBER	GREEN
PHASE 1			
PHASE 2			
PHASE 3			
PHASE 4			
PHASE 5			
PHASE 6			
PHASE 7			
PHASE 8			

PEDESTRIAN PHASES	WALK	DON'T WALK
PHASE 2		
PHASE 4		
PHASE 6		
PHASE 8		

DETECTOR LOOP TEST REPORT

Intersection Of:	Date:		
Tested By:			

LOOP	FREQUENCY NO CALL	FREQUENCY WITH CALL
1I1U		
1I1L		
1I9U		
2I2U		
2I2L		
2I3U		
2I3L		
2I4U		
2I4L		
3I5U		
3I5L		
3I9L		
4I6U		
416L		
4I7U		
4I7L		
4I8U		
4I8L		

LOOP	FREQUENCY NO CALL	FREQUENCY WITH CALL
5J1U		
5J1L		
5J9U		
6J2U		
6J2L		
6J3U		
6J3L		
6J4U		
6J4L		
7J5U		
7J5L		
7J9L		
8J6U		
8J6L		
8J7U		
8J7L		
8J8U		
8J8L		

OPTICALLY ACTIVATED, DATA-ENCODED, TRAFFIC SIGNAL PRIORITY CONTROL SYSTEM

The required priority control system will employ data-encoded optical communication to identify the presence of designated priority or probe vehicles. A record of the vehicle by classification and identification number shall be created. In priority vehicle mode, the data-encoded optical communication will request the traffic signal controller to advance to and/or hold a desired traffic signal display selected from phases normally available. In probe vehicles mode, no traffic signal priority is requested-only a record of the probe vehicle's presence is generated.

The priority control system will consist of a matched system of optical emitters, optical detectors, optical detector cable, phase selectors, and system software.

The emitter will generate an infrared, data-encoded optical signal. The optical signal will be detected and recognized by the optical detectors at or near the intersection over a line-of-sight path of up to 2,500 ft. (762m) under clear atmospheric conditions. The phase selector will process the signal from the detector to ensure that the signal (1) is valid base frequency, (2) is correctly data-encoded, and (3) is within user-settable range. If these conditions are met, the phase selector will generate a priority control request (i.e., a green light) for the approaching priority vehicles, or record the presence of approaching probe vehicles by classification and identification number.

The system will require no action from the vehicle operator other than to turn the emitter on. The system will operate on a fist-come, first-served basis. Higher priority (Command) requests will override lower priority (Advantage) requests. The system will interface with most traffic signal controllers and will not compromise normal operation or existing safety provisions.

MATCHED SYSTEM COMPONENTS

The required priority control data-encoded optical communications system will be comprised of five basic matched components: optical emitter, optical detector, detector cable, phase selector and system software. To ensure system integrity, operation, and compatibility, all components will be from the same manufacturer. The system will offer compatibility with most signal controllers, e.g., electromechanical, NEMA (National Electrical Manufacturers Association), 170. Interfacing to an electromechanical controller may require the use of an interface card.

- A. Data-Encoded Emitter. The data-encoded emitter will trigger the system. It will send the encoded infrared signal to the optical detector. It will be located on the priority or probe vehicle.
- B. Optical Detector. The optical detector will change the infrared signal to an electrical signal. It will be located at or near the intersection. It will send the electrical signal, via the optical detector cable to the phase selector.
- C. Optical Detector Cable. The optical detector cable will carry the electrical signal from the detector to the phase detector.
- D. Phase Selector. The phase selector will accommodate data-encoded communication and will validate, identify, classify and record the signal from the detector. It will be located within the controller cabinet at the intersection. It will request the controller to provide priority to the requesting vehicle and/or record presence of a probe vehicle.
- E. Card Rack. The card rack will provide simplified installation of a phase selector into controller cabinets that do not already have a suitable card rack.

- F. System Software. The system software will be a WindowsTM 95 compliant program. It supports system configuration and gathering of operational information.
- G. Electromechanical Card. The electromechanical card shall provide electrical interface between the phase selector and electromechanical-type traffic controllers.

SYSTEM COMPONENT SPECIFICATIONS

- A. Data-Encoded Optical Emitter
 - 1. The required data-encoded emitter will generate the optical signal, which serves as the trigger to the rest of the priority control system. The optical signal generated by the emitter will be a series of data-encoded flashes from a single light source. The flash signal will consist of a fixed frequency base signal and a coded overlay signal that can be used to transmit information.
 - 2. The data-encoded emitter will be powered by the DC voltage supplied from the vehicle's battery, 10 to 16 volts DC.
 - 3. The flash sequence generated by the data-encoded emitter will carry three types of information:
 - (a) The first type will be the base frequency of either 9.63855HZ+/-0.0014HZ for an Advantage priority emitter, or 14.03509HZ +/-0.003HZ for a Command priority emitter.
 - (b) The second type of information generated by the data-encoded emitter will be a vehicle classification and identification code that is interleaved into the base frequency flashes. Setting the vehicle classification and identification code will be accomplished through four, 10-position rotary switches located in the power supply of the data-encoded emitter. Each data-encoded emitter will be capable of setting a minimum of 10 different classifications with 1,000 different identification numbers per class for Command priority and an equal number for Advantage priority, for a total of 10,000 codes for each priority.
 - (c) The third type of information generated by the data-encoded emitter will be reserved for the intersection detection range. The system will enable the Traffic Engineer to manually activate the range code from his/her vehicle using an emitter ON/OFF switch equipped with a special SET RANGE push button. The system configured with a clear lens, will accommodate setting a separate range from 200 feet to 2,500 feet for both Command or Advantage priority signals. The system, configured with a visible light filter, will accommodate setting a separate range from 200 feet to 1,800 feet for both Command or Advantage priority signals.
 - 4. While operating, the data-encoded emitter will conduct self-diagnostics designed to check for data transmission integrity. Any failures of the self-diagnostic tests shall be displayed by flashing of the indicator light.
 - 5. Each data-encoded emitter will be supplied with ON/OFF switch. The switch will be equipped with an indicator light providing internal diagnostics that will assist in troubleshooting. The indicator light will operate as follows:
 - (a) Steady on when the data-encoded emitter is operating.

- (b) Flash at 0.5HZ rate when the data-encoded emitter is disabled.
- (c) Flash at a 4HZ rate when the emitter is missing pulses.
- 6. The data-encoded emitter will be supplied complete with all cables needed for installation. The cable that connects the flash head to the power supply will be pre-assembled with connectors for both ends; it will be available in two lengths, 4 feet and 15 feet. The cable that connects the power supply to the vehicle battery will have a connector on the power supply end and no connector on the battery end; it will be at least 25 feet in length.
- 7. The data-encoded emitter will be equipped with a disable input that, when activated, will cease unit operation, thereby eliminating the possibility of inadvertent signal transmission after the priority vehicle has arrived at its destination. The unit will start up with a disable input active.
- 8. The data-encoded emitter will operate over a temperature range of -30F° to +140F°.
- 9. The data-encoded emitter will operate over a relative humidity range of 5% to 95%.

B. Optical Detector

- 1. The required optical detector will be a lightweight, weatherproof device capable of sensing and transforming pulsed optical energy into electrical signals for use by the phase selection equipment.
- 2. The optical detector will be designed for mounting at or near an intersection on mast arms, pedestals, pipes or span wires.
- 3. Each optical detector will be supplied with mounting hardware to accommodate installation on mast arms. Additional hardware shall be available for span wire installations.
- 4. The optical detector design shall include adjustable tubes to enable their reorientation for span wire mounting without disassembly of the unit.
- 5. The optical detector will accept optical signals from one or two directions and will provide single or dual electrical output signal(s).
- 6. The optical detector will be available in three configurations:
 - (a) Uni-directional with one output channel.
 - (b) Bi-directional with one output channel
 - (c) Bi-directional with two output channels.
- 7. The optical detector will allow aiming of the two optical sensing inputs for skewed approaches or slight curves.
- 8. The optical detector will have a built-in terminal block to simplify wiring connections.
- 9. The optical detector will receive power from the phase selector and will have internal voltage regulation to operate from 18 to 37 volts DC.

- 10. The optical detector will respond to a clear lens data-encoded optical emitter at a distance of 2,500 feet under clear atmospheric conditions. If the emitter is configured with a visible light filter, the detector will respond at a distance of 1,800 feet under clear atmospheric conditions. The noted distances shall be comparable day and night.
- 11. The optical detector will deliver the necessary electrical signal to the phase selector via an optical detector cable up to 1,000 feet in length.

C. Optical Detector Cable

- 1. The optical detector cable shall deliver sufficient power from the phase selector to the optical detector and will deliver the necessary quality signal from the detector to the phase selector over a non-spliced distance of 1,000 feet.
- 2. The cable will be of durable construction to satisfy the following installation methods:
 - (a) Direct burial
 - (b) Conduit and mast arm pull.
 - (c) Exposed overhead (supported by messenger wire).
- 3. The outside diameter of the optical detector cable will not exceed 0.3 inches.
- 4. The insulation rating of the optical detector cable will be 600 volts minimum.
- 5. The temperature rating of the optical detector cable will be $+167F^{\circ}$ minimum.
- 6. The conductors will be shielded with aluminized polyester and have an AWG #20 (7 x 28) stranded and individually tinned drain wire to provide signal integrity and transient protection.
- 7. The optical detector will allow aiming of the two optical sensing inputs for skewed approaches or slight curves.
 - (a) Orange for delivery of optical detector power (+).
 - (b) Drain wire for optical detector power return (-).
 - (c) Yellow for optical detector signal #1.
 - (d) Blue for optical detector signal #2.
- 8. The characteristic impedance of the detector cable shall be:

0.60hms/1000" 14.3F/1000'

9. The shield wrapping will have a 20% overlap to ensure shield integrity following conduit and mast arm pulls.

D. Phase Selector

- The phase selector, designed to be installed in the traffic controller cabinet, will accommodate data-encoded signals and is intended for use directly with numerous controllers. These include California/New York Type 170 controllers with compatible software, NEMA controllers, or other controllers along with the system chassis and suitable system interface equipment and controller software.
- 2. The phase selector will be a plug-in, two or four channel, multiple-priority device intended to be installed directly into a card rack located within the controller cabinet.
- 3. The phase selector will be powered from 115 volt (95 volts AC to 135 volts AC), 60Hz mains and will contain an internal, regulated power supply that supports up to twelve optical detectors.
- 4. Programming the phase selector and retrieving the data stored in it will be accomplished using an IBM PC-compatible computer and the system interface software. The connection can be made either directly, via the computer's communication (COM) port, or remotely via a modem. The communication port on the phase selector will be an RS232 interface located on the front and back of the unit.
- 5. The phase selector will have the capability of storing up to 1,000 of the most recent priority control calls. When the log is full, the phase selector will drop the oldest entry to accommodate the new entry. The phase selector will store the record in non-volatile memory and will retain the record if power terminates. Each record entry will include nine points of information about the priority call, as follows:
 - (a) Classification: Indicates the type of vehicle.
 - (b) Identification number: Indicates the unique ID number of the vehicle.
 - (c) Priority level: Indicates whether Command or Advantage priority, or Probe frequency is requested by the vehicle.
 - (d) Director: Channel A, B, C, or D: Indicates the vehicle's direction of travel.
 - (e) Call duration: Indicates the total time in seconds the priority status is active.
 - (f) Final greens at end of call: Indicates which phases are green.
 - (g) Duration of final greens: Indicates the total time of priority greens.
 - (h) Time and date call ended: Indicates the time a priority status ended; provided in second, minute, hour, day, month, and year.
 - (i) Maximum signal intensity: Indicates the strongest signal intensity measured by the phase selector during call.
 - (j) Priority output active: Indicates if the phase selector requested priority from the controller for the call.

- 6. The phase selector will include several control timers that will limit or modify the duration of a priority control condition, by channel, and can be programmed from a PC-type computer. The control timers will be as follows:
 - (a) MAX CALL TIME: Will set the maximum time a channel is allowed to be active. It will be settable from 120 to 65,535 seconds in one-second increments. Its factory default must be the maximum time.
 - (b) CALL EXTENSION TIME: Will set the time a call is held on a channel after the priority signal is no longer being received. It will be settable from one to 255 seconds in one-second increments. Its factory default must be six seconds.
 - (c) CALL DELAY TIME: Will set the time a call must be recognized before the phase selector activates the corresponding output. It will be settable from zero to 255 seconds in one-second increments. Its factory default must be zero seconds.
- 7. The phase selector's default values shall be re-settable by the operator using and IBM PC-compatible computer, or manually using the switches located on its front.
- 8. The phase selector will be capable of three levels of discrimination of data-encoded optical signals as follows:
 - (a) Verification of the presence of the base optical signal of either 14.03509Hz for Command priority, 9.63855Hz for Advantage priority or 11.25870HZ ±0.0114Hz for Probe frequency.
 - (b) Determination of when the vehicle is within the predetermined range.
 - (c) Validation of the optical signal data-encoded pulses.
- 9. The phase selector's card edge connector will include primary optical detector inputs and power outputs. Two additional detector inputs per channel will be provided on a front panel connector.
- 10. The phase selector will include one opto-isolated NPN output per channel that provides the following electrical signal to the appropriate pin on the card edge connector:
 - (a) 6.25HZ ± 0.1 HZ 50% on/duty square wave in response to an Advantage priority call.
 - (b) A steady ON in response to a Command priority call.
- 11. The phase selector will accommodate three methods for setting the high and low priority optical sensitivity (emitter range):
 - (a) Using an encoded emitter with range-setting capability.
 - (b) Using any optical emitter by manipulating the front panel switches.
 - (c) Inputting the information via the communication port.

- 12. The phase selector will have a solid state POWER ON LED indicator that flashes to indicate unit diagnostic mode and illuminates steadily to indicate proper operation.
- 13. The phase selector will have internal diagnostics to test for proper operation. If a fault is detected, the phase selector will use the front panel LED indicators to display fault information.
- 14. The phase selector will have a Command (High) and Advantage (Low) solid state LED indicator for each channel to display active calls.
- 15. The phase selector will have a test switch for each channel to test proper operation of Command or Advantage priority.
- 16. The phase selector will properly identify a Command priority call with the presence of 10 Advantage priority data-encoded emitter signals being received simultaneously on the same channel.
- 17. The phase selector will have write-on pads to allow identification of the phase and channel.
- 18. The phase selector will have a test for each channel to test proper operation of Command or Advantage priority.
- 19. The phase selector shall provide one isolated confirmation light control output per channel. These outputs are user configurable through software for a variety of confirmation light sequences.
- 20. The NEMA model of the phase selector shall have outputs for the control of NEMA controllers that lack internal preemption capability. The function shall be accomplished through the use of Manual Control Enable, Interval Advance and Phase Omit signals.
- 21. The phase selector shall have the capability of recording the presence of a vehicle transmitting at the specified Probe frequency. The phase selector shall at no time attempt to modify the intersection operation in response to the Probe frequency.
- 22. The phase selector shall have the capability of providing Advantage priority in a mode where the output to the controller is gated or controlled by timing relationships within the controller cycle.
- 23. The phase selector shall have the capability to assign a relative priority to a call request within Command or Advantage priority. This assignment is based on the received vehicle ID class.
- 24. The phase selector shall have the capability to discriminate between individual ID codes, and allow or deny a call output to the controller based on this information.
- 25. The phase selector shall have the capability to log call requests by unauthorized vehicles.
- 26. The phase selector shall have the ability to command an emitter to relay a received code to the next intersection.
- 27. The selector shall have the capability of functionally testing connected detector circuits and indicating via front panel of LED's non-functional detector circuits.

- 28. The phase selector shall incorporate a precision real time clock synchronized to the utility AC power line frequency.
- 29. The phase selector shall include an auxiliary interface panel to facilitate interconnections between the phase selector and traffic cabinet wiring.

E. Card Rack

- 1. The required card rack will provide simplified installation of a phase selector into controller cabinets that do not already have a suitable card rack.
- 2. The card rack will be factory wired to one connector, located under the card slot, and a terminal block, located next to the phase selector slot, on the front of the card rack.
- 3. The card rack connector on the front will provide for all connections to the traffic controller.
- 4. The card rack will provide labeled terminal blocks for connecting the primary optical detectors to a phase selector.

F. Interface Card for Electromechanical Controllers

- 1. The required interface card for electromechanical controllers will provide electrical and logic interface between the phase selector and an electromechanical-type controller.
- 2. The inputs to the interface card for electromechanical controllers will be connected to the outputs of the phase selector.
- 3. The outputs of the interface card for electromechanical controllers will be connected to the Hand Control Switch or Police Panel where the dial motor and its self-generated solenoid advance pulses are disconnected from the cam/solenoid assembly and replaced by pulses generated by the action of the Hand Control Switch in the electromechanical-type controller.
- 4. The interface card for electromechanical controllers will decode the outputs of the phase selector(s) and advance the controller to the phase that is set for that channel by sensing the traffic controller signal indications.
- 5. The interface card for electromechanical controllers will have one input to disable the interface card.
- 6. The interface card for electromechanical controllers will include the following switches:
 - (a) Channel 1 Green Time: 16-position rotary switch; Controls timing between advance pulses, in seconds, when in Phase 1 green.
 - (b) Channel 2 Green Time: 16-position rotary switch; Controls timing between advance pulses, in seconds, when in Phase 2 green.
 - (c) Channel 3 Green Time: 16-position rotary switch; Controls timing between advance pulses, in seconds, when in Phase 3 green.

- (d) Channel 4 Green Time: 16-position rotary switch; Controls timing between advance pulses, in seconds, when in Phase 4 green.
- (e) NON Green Time: 16-position rotary switch; Controls timing between advance pulses, in seconds, when no indications are green.
- (f) Power Switch.

G. Interface Software

- 1. The priority control interface software will be provided on 3.5", 1.44MB diskettes to interface with the phase selector. It must run on most IBM-compatible computers equipped with at least 512 KB RAM, WindowsTM 95 and color VGA display capability.
- 2. The priority control interface software must accommodate:
 - (a) Setting up and presenting user-determined system parameters.
 - (b) Viewing and changing settings.
 - (c) Viewing activity screens.
 - (d) Displaying and/or downloading records of previous activity showing class, code, priority, direction, call duration, final greens at end of call, duration of final greens, time call ended in real time plus maximum signal intensity (vehicle location information). This information may be used to reconstruct the route taken by a priority (or probe) vehicle to track the vehicle.
- 3. The priority control interface software must accommodate operation via a mouse or via the keyboard, or in combination.
- 4. The priority control interface software must provide menu displays to enable:
 - (a) Setting of valid vehicle ID classes and codes.
 - (b) Establishing signal intensity thresholds (detection ranges), modem initialization, intersection name and timing parameters.
 - (c) Setting of desired green signal indications during priority control operation and upload and download capability to view.
 - (d) Resetting and/or retrieving logged data and priority vehicle activity.
 - (e) Addressing for each card in a multi-drop connected system.
 - (f) Confirmation light configuration.
 - (g) NEMA Control Parameters.

RELIABILITY

- A. All equipment supplied as part of the optical priority control system intended for use in the controller cabinet will meet the following electrical and environmental specifications spelled out in the NEMA Standards Publication TS2 1992, Part 2.
 - 1. Line voltage variations per NEMA TS2 1992, Paragraph 2.1.2.
 - 2. Power source frequency per NEMA TS2 1992, Paragraph 2.1.3.
 - 3. Power source noise transients per NEMA TS2 1992, Paragraph 2.1.6.1.
 - 4. Temperature range per NEMA TS2 1992, Paragraph 2.1.5.1.
 - 5. Humidity per NEMA TS2 1992, Paragraph 2.1.45.2.
 - 6. Shock test per NEMA TS2 1992, Paragraph 3.13.9.
 - 7. Vibration per NEMA TS2 1992, Paragraph 3.13.8.
- B. Each piece of equipment supplied as part of the priority control system intended for use in or on priority vehicles will operate properly across the entire spectrum of combinations of environmental conditions (temperature range, relative humidity, vehicle battery voltage) per the individual component specifications.

OUALIFICATIONS

- A. The manufacturer of the required optical priority control system will verify the proven, safe operation of the system's optical communication technology. Upon request, the manufacturer will produce a list of 20 user agencies having two years or more experience interfacing priority control equipment with electromechanical, solid-state and programmable controller types.
- B. The manufacturer will demonstrate the ability to finance ongoing technical support, written product warranties, and responsibility for product failure.
- C. Upon request, the manufacturer will produce a copy of its last full year and four previous years' corporate financial statements.
- D. The manufacturer will have an independent quality department that has complete authority to control product integrity and is answerable only to the senior officer of the organization.

RESPONSIBILITIES

- A. The manufacturer of the required optical priority control system and/or the manufacturer's representative will provide responsive service before, during and after installation of the priority control system. The manufacturer and/or the manufacturer's representative, as consultants to the installer, will provide certified, trained technicians having traffic systems industry experience and operational knowledge of priority control systems.
- B. The lowest fully responsive bidder will be required to supply working production components specified in the Specifications within 14 calendar days from the bid opening date. Failure to do so will render the bid non-responsive.

C. Paragraph B will not be required if, prior to the bid opening, the bidder demonstrated to the County that the equipment bid meets these specifications.

SUBSTANTIATED WARRANTY

- A. The manufacturer of the required optical priority control system will warrant that, provided the priority control system has been properly installed, operated and maintained, component parts of a matched component system (see Section II) that prove to be defective in workmanship and/or material during the first five years from the date of shipment from the manufacturer will be covered in a documented system-protection plan, plus an added five-year warranty for repair or replacement at a fixed deductible charge for a total of 10 years of product coverage.
- B. In addition, upon request, the manufacturer will provide documentation proving ability to financially support the 10-year provisions of the warranty. Documentation will include appropriate financial reports for the previous five business years.
- C. The protection plan will warrant that component parts of a matched component system that prove to be defective in workmanship and/or material during the first five years from the date of shipment from manufacturer will be repaired at no charge, and that extended coverage with a fixed repair deductible will be available for an additional five years.
- D. In total, the warranty coverage must assure that system components will be available to allow system operation during the 10-year warranty period.
- E. A copy of the manufacturer's written warranty outlining the conditions stated above will be supplied with the bid.

CERTIFICATE OF INSURANCE

The manufacturer of the required optical priority control system will provide a certificate of product liability insurance protection for \$5,000,000 assuring the priority control user that the manufacturer is insured against civil damages if proven to be at fault for an accident due to equipment failure within the system of matched priority control components. This certificate, however, need not, and is not meant to provide liability insurance protection to the priority control system dealer, installer or user.

USER SUPPORT SERVICES

The manufacturer of the required optical priority control system will offer support programs to assist the purchase and implementation of a priority control system program, including:

- A. A preferred lease program to finance purchase of a system.
- B. Public relations assistance to promote the system within the user community.
- C. Intersection survey service to document appropriate equipment interfaces.
- D. Customized proposals to assist the procurement process.

CERTIFICATION

The manufacturer of the required priority control system will certify that all component products are designed, manufactured and tested as a system of matched components and will meet or exceed the requirements of this specification.

MEASUREMENT AND PAYMENT

Per the requirements of Section 86-1.03, "Cost Break-Down," of the Standard Specifications, the Contractor shall submit to the County a cost breakdown of the items of work included in the lump sum price for Signals, Lighting and Electrical Systems, at the locations specified. This cost breakdown shall be provided to the Engineer for review and approval prior to commencement of the project. The reviewed and approved cost breakdown will be used to determine and justify partial payments during the progress of the work.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work required in this section shall be considered as included in the contract lump sum price paid for **Signals Lighting and Electrical System**, and no additional compensation will be allowed.

ATTACHMENT A

Uninterrupted Power Supply Specifications

ATTACHMENT A

UNINTERRUPTED POWER SUPPLY SPECIFICATIONS

TESCO TRAFFIC Uninterrupted Power Supply 22 UPS 1400XL-7

ENCLOSURE SPECIFICATIONS

Tesco anodized aluminum, galvanized or stainless steel weatherproof enclosure shall house UPS and batteries, Enclosure shall be TIG welded construction with welding materials specifically designed for the material to be welded. Enclosure shall have fully framed side hinged outer doors with swaged close tolerance sides for flush fit with drip lip and closed cell neoprene flange compressed gaskets. Front door shall incorporate a full-length piano hinge, pad-lockable draw latch (center area on door-latch side), and two pad lockable welded-in place vandal-proof tabs (one upper area, one lower area on door-latch side, rated at 2000 lbs. each). There shall be no exposed nut, bolts, screws, rivets or other fasteners on the exterior of the enclosure. Maximum cabinet dimensions 46" H x 20" W x 9" D. Weight 250 lbs with batteries. UPS shall be mounted in an interior tilt out housing with 800 lb rated stops. Battery connectors shall be Anderson Connectors with silver plated contacts. Batteries shall be installed in fixed position framed trays for seismic safety and be readily accessible for maintenance. Batteries shall be mounted allowing airflow front and back. Enclosure can include two transfer bypass switches, one for UPS bypass the second for auxiliary generator (optional). All switches must be panel mounted on interior dead front panel board. UV resistant plastic laminated nameplates shall identify all controls and major components. A plastic covered wiring diagram will be attached to the inside of the front door. All components shall be factory wired and conform to required NEMA, NEC, and UL standards. A chassis ground point shall be provided. Panel shall be UL 508 Industrial Control Panel rated.

UPS PANEL MINIMUM FEATURES

- a. UPS bypass and UPS isolation switch.
- b. Deadfront safety panel board with all switches, indicating fuses, plugs, and isolation fuses for each battery pre-wired with phenolic nameplates.
- c. All nameplates shall be screwed on phenolic engraved type.
- d. All wire terminating lugs shall be full wrap around type.
- e. All batteries shall be captive spaced from external captive sides in earthquake proof buckets.
- f. Cabinet ventilation shall be by (qty. 4) 4" x 1/4" louvers top and bottom with encapsulated bug screens, cleanable filters and a 100cfm fan to completely exchange air 25 time minimum per minute.
- g. All DC terminals and connections shall incorporate safety covers such that the safety covers are in place for every normal maintenance mode.
- h. Event Counters & Total Run Time Counter.

UPS UNIT MINIMUM SPECIFICATIONS:

UPS unit shall provide a true sine-wave output with minimum 1400 Volt-Amp continuous capacity. UPS must provide for utility service isolation when in operation. The minimum rating for wattage output will be 950 watts. The UPS shall be capable of running an intersection with LED lights (for Run Time consult manufacturer). The unit shall operate off-line, with transfer time of 2 ms or less, with battery condition indicator, with automatic test provisions, and with hot-swappable batteries (all batteries in system). UPS will automatically recharge batteries from full discharge to 95% capacity within 6 hours. UPS will provide

on-line operation for a minimum input of 92 to 145 VAC, provide full load output of 120VAC - 10% / +4% at 60 Hz +/- 0.05% over a temperature range of -37° C (optional adder) to +74° C and be a UL Approved Design. The UPS unit will be delivered with maintenance manuals and schematic diagrams.

UPS UNIT MINIMUM FEATURES:

- a. 1400VA 950 Watts
- b. Surge energy withstand 480 Joules, 6.5kA
- c. Common mode clamping 0 ns < 5ns typical UL 1449
- d. Conditioned power Computer quality
- e. Transient lighting protection 160 Joules
- f. Transfer to battery time -2 ms
- g. Retransfer to utility -2 ms
- h. Each battery shall be 24 volts @ 18 AH with heavy duty Anderson plugs and isolated fused (deadfront panel mounted 30 amp) connections to the UPS for greater system reliability and ease of maintenance. Series wiring is unacceptable.
- i. Fan cooling shall be fused for locked rotor current.
- j. Cooling air shall be ducted to cool the front and back of each battery with air space on all four sides and top of battery.
- k. UPS covers shall be 60% open on both sides to diminish the environmental effects of extreme temperatures.
- 1. Includes a RS232, DB9 Computer Interface Port.
- m. Low voltage safety design at 24v DC. (Higher voltage DC systems are unacceptable).

UPS COMMUNICATIONS MODULE:

Smart Slot Relay I/O Module;

Input #1	Turn the UPS on.
Input #2	Turn the UPS off.
Input #3	Start the UPS self-test

Input #4 Shut down the UPS (when on battery).

Output #1 The UPS is on-battery (during a power failure, self-test or run time calibration).

Output #2 UPS has a low battery – Programmable.

Output #3 The protected load is not receiving power from the UPS.

Output #4 Replace the UPS batteries.
Output #5 The UPS is overloaded.

Output #6 Any UPS fault or self-test failure.

BATTERIES:

Batteries shall be maintenance-free, type AGM/VRLA (Absorbed Glass Mat / Valve Regulated Lead Acid), such as APC Smart-UPS RMXL or approved equal. Batteries shall be independently pre-wired and individually fused. Batteries shall be furnished with heavy-duty 50 amp rated silver-plated Anderson Connectors. 100 Amp internal fuse by Battery supplier. Batteries shall be lightweight for personnel safety and protection plus ease of installation and maintenance. Batteries with a weight of over 26lbs are not acceptable.

ENCLOSURE TEMPERATURE COMPENSATION:

Operating temperature shall be a minimum -37° C to $+74^{\circ}$ C.

POWER SYSTEM ANALYZER AND CONFLICT RESOLUTION MODULE:

The TESCO Traffic 1400XL incorporates an integrated Power System Analyzer and Conflict Resolution

Module. The Analyzer will evaluate and make limited adjustments to the incoming utility power and will automatically transfer load to the UPS battery back-up power if utility power is lost. When utility power becomes available, the system will provide automatic UPS failure detection and automatically isolate the failed UPS and transfer the load back to utility power. Once the failure has been corrected, the system will return to the normal operation. This system shall include the following as a minimum:

TRIPLE BYPASS SYSTEM FOR OFFLINE UPS:

- a. SPACT Smart Power Analyzer with Conflict Monitor Isolation and Transfer Module.
- b. PCM Power Conflict Monitor
- c. The PCM is a totally redundant failsafe system. The PCM monitors load bus power available continuously. If load bus power fails for 5ms the PCM will transfer and isolate the UPS and guarantee that commercial power will be locked on.
- d. Watchdog Timer Redundant 5 ms delay and hard transfer to utility power.
- e. The outboard Smart Transfer Switch shall not interrupt the normal controller function. Transfer time shall be 2ms.
- f. Onboard Smart I/O module will execute lockout of battery back up system upon Smart detection of any inverter UPS fault. If UPS resets itself, it will automatically be available for backup.

SMART BATTERY CHARGER:

Shall charge from shut off discharge to 95% fully charged in less than 6hrs. Batteries shall be ambient enclosure compensated to less than 120° . The battery charger shall utilize Smart Cell Technology to extend battery life.

INTELLIGENT BATTERY MANAGEMENT:

Cell Guard means longer battery life – Improved reliability results from a precision battery charging system, and automatic true-load battery tests. Redundant overcharge protection contributes to longer battery life. Smart Boost and SmartTrim regulate under and over voltages without switching to battery.

Battery Replacement Warning prevent downtime – Tesco's 1400XL-UPS automatically performs a self-test every two weeks. This ensures that you will be alerted to degrading batteries before they wear out. Through software, or the push of a button, self-tests may be performed at anytime.

Faster Recharge Time – Tesco's 1400XL-UPS battery charging systems are microprocessor controlled to precisely charge batteries in less time than legacy UPS systems. This makes the system available more quickly for subsequent power disturbance.

QUICK SWAP:

The 60 second, user friendly, hot-swappable battery replacement system – Saves the time and expense of returning the UPS to the factory for battery service, and allows safe and easy replacement of batteries while your system is up and running. Replacement battery kits ship in a reusable box for convenient return of exhausted batteries to a recycling center or to Tesco.

WARRANTY:

Manufacturers shall provide a two (2) year factory-replacement parts warranty on the Battery Backup System. Batteries shall be warranted for full replacement for two (2) years. The warranty shall be included in the total bid price of the Battery Backup System.

OPTIONS:

- a. Generator Transfer switch with UPS bypass and 30-amp external reverse service plug.
- b. Heater with thermostat.

PHASE 2 PHASE 3 PHASE 4

c. Data Logger, 60 Date/Time stamped Events, with cord and 232 jack.

SIGNAL FLASH TEST REPORT

Intersection Of:			Date: _	
Tes	ted By:			
	<u>PHASES</u>	<u>RED</u>	AMBER	<u>GREEN</u>
	PHASE 1			
	PHASE 2			
	PHASE 3			
	PHASE 4			
	PHASE 5			
	PHASE 6			
	PHASE 7			
	PHASE 8			
	PEDESTRIAN PHASES	<u>WA</u>	<u>LK</u>	DON'T WALK
	PHASE 1			

DETECTOR LOOP TEST REPORT

Intersection Of:		
Date:		
Tested By:		

	FREQUENCY	FREQUENCY
LOOP	NO CALL	WITH CALL
1I1U		
1I1L		
1I9U		
2I2U		
2 2L		
2I3U		
2l3L		
2I4U		
214L		
3I5U		
315L		
319L		
4I6U		
416L		
4I7U		
417L		
4I8U		
4l8L		

LOOP	FREQUENCY NO CALL	FREQUENCY WITH CALL
5J1U	110 0/122	
5J1L		
5J9U		
6J2U		
6J2L		
6J3U		
6J3L		
6J4U		
6J4L		
7J5U		
7J5L		
7J9L		
8J6U		
8J6L		
8J7U		·
8J7L		
8J8U		
8J8L		

ATTACHMENT B

Pre-Qualified and Tested Signing and Delineation Materials

ATTACHMENT "B"

PRE-QUALIFIED AND TESTED SIGNING AND DELINEATION MATERIALS

The Department maintains the following list of Pre-qualified and Tested Signing and Delineation Materials. The Engineer shall not be precluded from sampling and testing products on the list of Pre-qualified and Tested Signing and Delineation Materials.

The manufacturer of products on the list of Pre-qualified and Tested Signing and Delineation Materials shall furnish the Engineer a Certificate of Compliance in conformance with the provisions in Section 6-1.07, "Certificates of Compliance," of the Standard Specifications for each type of traffic product supplied.

For those categories of materials included in the list of Pre-qualified and Tested Signing and Delineation Materials, only those products shown within the listing may be used in the work. Other categories of products not included in the list of Pre-qualified and Tested Signing and Delineation Materials may be used in the work provided they conform to the requirements of the Standard Specifications.

Materials and products may be added to the list of Pre-qualified and Tested Signing and Delineation Materials if the manufacturer submits a New Product Information Form to the New Product Coordinator at the Transportation Laboratory. Upon a Departmental request for samples, sufficient samples shall be submitted to permit performance of required tests.

Approval of materials or products will depend upon compliance with the specifications and tests the Department may elect to perform.

PAVEMENT MARKERS, PERMANENT TYPE

Retroreflective with Abrasion Resistant Surface (ARS)

- 1. Apex, Model 921AR (4" x 4")
- 2. Ennis Paint, Models C88 (4" x 4"), 911 (4" x 4") and C80FH
- 3. Ray-O-Lite, Models "AA" ARC II (4" x 4") and ARC Round Shoulder (4" x 4")
- 4. 3M Series 290 (3.5" x 4")
- 5. 3M Series 290 PSA
- 6. Glowlite, Inc Model 988AR (4" x 4")

Retroreflective with Abrasion Resistant Surface (ARS) (for recessed applications only)

- 1. Ennis Paint, Model 948 (2.3" x 4.7")
- 2. Ennis Paint, Model 944SB (2" x 4")*
- 3. Ray-O-Lite, Model 2002 (2" x 4.6")
- 4. Ray-O-Lite, Model 2004 (2" x 4")*

 *For use only in 4.5 inch wide (older) recessed slots

Non-Reflective, 4-inch Round

- 1. Apex Universal (Ceramic)
- 2. Apex Universal, Models 929 (ABS) and 929PP (Polypropylene)
- 3. Glowlite, Inc. (Ceramic) and PP (Polypropylene)
- 4. Hi-Way Safety, Inc., Models P20-2000W and 2001Y (ABS)
- 5. Interstate Sales, "Diamond Back" (Polypropylene)
- 6. Novabrite Models Cdot (White) Cdot-y (Yellow), Ceramic
- 7. Novabrite Models Pdot-w (White) Pdot-y (Yellow), Polypropylene
- 8. Three D Traffic Works TD10000 (ABS), TD10500 (Polypropylene)

9. Ray-O-Lite, Ray-O-Dot (Polypropylene)

PAVEMENT MARKERS, TEMPORARY TYPE

Temporary Markers for Long Term Day/Night Use (180 days or less)

- 1. Vega Molded Products "Temporary Road Marker" (3" x 4")
- 2. Pexco LLC, Halftrack model 25, 26 and 35

Temporary Markers for Short Term Day/Night Use (14 days or less)

(For seal coat or chip seal applications, clear protective covers are required)

- 1. Apex Universal, Model 932
- 2. Pexco LLC, Models T.O.M., T.R.P.M., and "HH" (High Heat)
- 3. Hi-Way Safety, Inc., Model 1280/1281
- 4. Glowlite, Inc., Model 932

STRIPING AND PAVEMENT MARKING MATERIAL

Permanent Traffic Striping and Pavement Marking Tape

- 1. Advanced Traffic Marking, Series 300 and 400
- 2. Brite-Line, Series 1000
- 3. Brite-Line, "DeltaLine XRP"
- 4. Swarco Industries, "Director 35" (For transverse application only)
- 5. Swarco Industries, "Director 60"
- 6. 3M, "Stamark" Series 380 and 270 ES
- 7. 3M, "Stamark" Series 420 (For transverse application only)

Temporary (Removable) Striping and Pavement Marking Tape (180 days or less)

- 1. Advanced Traffic Marking, Series 200
- 2. Brite-Line, Series 100
- 3. Garlock Rubber Technologies, Series 2000
- 4. P.B. Laminations, Aztec, Grade 102
- 5. Swarco Industries, "Director-2"
- 6. Trelleborg Industries, R140 Series
- 7. 3M Series 620 "CR", and Series 780
- 8. 3M Series A145, Removable Black Line Mask (Black Tape: for use only on hot mix asphalt surfaces)
- 9. Advanced Traffic Marking Black "Hide-A-Line" (Black Tape: for use only on hot mix asphalt surfaces)
- 10. Brite-Line "BTR" Black Removable Tape (Black Tape: for use only on hot mix asphalt surfaces)
- 11. Trelleborg Industries, RB-140 (Black Tape: for use only on hot mix asphalt surfaces)

Preformed Thermoplastic (Heated in place)

- 1. Flint Trading Inc., "Hot Tape"
- 2. Flint Trading Inc., "Premark Plus"
- 3. Ennis Paint Inc., "Flametape"

Ceramic Surfacing Laminate, 6" x 6"

1. Highway Ceramics, Inc.

CLASS 1 DELINEATORS

One Piece Driveable Flexible Type, 66-inch

- 1. Pexco LLC, "Flexi-Guide Models 400 and 566"
- 2. Carsonite, Curve-Flex CFRM-400
- 3. Carsonite, Roadmarker CRM-375
- 4. FlexStake, Model 654 TM
- GreenLine Model CGD1-66

Special Use Type, 66-inch

- 1. Pexco LLC, Model FG 560 (with 18-inch U-Channel base)
- 2. Carsonite, "Survivor" (with 18-inch U-Channel base)
- 3. Carsonite, Roadmarker CRM-375 (with 18-inch U-Channel base)
- 4. FlexStake, Model 604
- 5. GreenLine Model CGD (with 18-inch U-Channel base)
- 6. Impact Recovery Model D36, with #105 Driveable Base
- 7. Safe-Hit with 8-inch pavement anchor (SH248-GP1)
- 8. Safe-Hit with 15-inch soil anchor (SH248-GP2) and with 18-inch soil anchor (SH248-GP3)
- 9. Safe-Hit RT 360 Post with Soil Mount Anchor (GPS) \
- 10. Shur-Tite Products, Shur-Flex Drivable \

Surface Mount Type, 48-inch

- 1. Bent Manufacturing Company, Masterflex Model MFEX 180-48
- 2. Carsonite, "Channelizer"
- 3. FlexStake, Models 704, 754 TM, and EB4
- 4. Impact Recovery Model D48, with #101 Fixed (Surface-Mount) Base
- 5. Three D Traffic Works "Channelflex" ID No. 522248W
- 6. Flexible Marker Support, Flexistiff Model C-9484-\
- 7. Safe-Hit, SH 248 SMR \

CHANNELIZERS

Surface Mount Type, 36-inch

- 1. Bent Manufacturing Company, Masterflex Models MF-360-36 (Round) MF-180-36 (Flat) and MFEX 180—36
- 2. Pexco LLC, Flexi-Guide Models FG300PE, FG300UR, and FG300EFX
- 3. Carsonite, "Super Duck" (Round SDR-336)
- 4. Carsonite, Model SDCF03601MB "Channelizer"
- 5. FlexStake, Models 703, 753 TM, and EB3
- 6. GreenLine, Model SMD-36
- 7. Hi-way Safety, Inc. "Channel Guide Channelizer" Model CGC36
- 8. Impact Recovery Model D36, with #101 Fixed (Surface-Mount) Base
- 9. Safe-Hit, Guide Post, Model SH236SMA and Dura-Post, Model SHL36SMA
- 10. Three D Traffic Works "Boomerang" 5200 Series
- 11. Flexible Marker Support, Flexistiff Model C-9484-36
- 12. Shur-Tite Products, Shur-Flex

Lane Separation System

- 1. Pexco LLC, "Flexi-Guide (FG) 300 Curb System"
- 2. Qwick Kurb, "Klemmfix Guide System"

- 3. Dura-Curb System
- 4. Tuff Curb
- 5. FG 300 Turnpike Curb

CONICAL DELINEATORS, 42-inch (For 28-inch Traffic Cones, see Standard Specifications)

- 1. Bent Manufacturing Company "T-Top"
- 2. Plastic Safety Systems "Navigator-42"
- 3. TrafFix Devices "Grabber"
- 4. Three D Traffic Works "Ringtop" TD7000, ID No. 742143
- 5. Three D Traffic Works, TD7500
- 6. Work Area Protection Corp. C-42

OBJECT MARKERS

Type "K", 18-inch

- 1. Pexco LLC, Model FG318PE
- 2. Carsonite, Model SMD 615
- 3. FlexStake, Model 701 KM
- 4. Safe-Hit, Model SH718SMA

Type "Q" Object Markers, 24-inch

- 1. Bent Manufacturing "Masterflex" Model MF-360-24
- 2. Pexco LLC, Model FG324PE
- 3. Carsonite, "Channelizer"
- 4. FlexStake, Model 701KM
- 5. Safe-Hit, Models SH824SMA_WA and SH824GP3_WA
- 6. Three D Traffic Works ID No. 531702W and TD 5200
- 7. Three D Traffic Works ID No. 520896W
- 8. Safe-Hit, Dura-Post SHLQ-24"

CONCRETE BARRIER MARKERS AND TEMPORARY RAILING (TYPE K) REFLECTORS

Impactable Type

- 1. ARTUK, "FB"
- 2. Pexco LLC, Models PCBM-12 and PCBM-T12, PCBM 912
- 3. Duraflex Corp., "Flexx 2020" and "Electriflexx"
- 4. Hi-Way Safety, Inc., Model GMKRM100
- 5. Plastic Safety Systems "BAM" Models OM-BARR and OM-BWAR
- 6. Three D Traffic Works "Roadguide" Model TD 9300

Non-Impactable Type

- 1. ARTUK, JD Series
- 2. Plastic Safety Systems "BAM" Models OM-BITARW and OM-BITARA
- 3. Vega Molded Products, Models GBM and JD
- 4. Plastic Vacuum Forming, "Cap-It C400"

METAL BEAM GUARD RAIL POST MARKERS (For use to the left of traffic)

- 1. Pexco LLC, "Mini" (3" x 10"), I-Flex
- 2. Creative Building Products, "Dura-Bull, Model 11201"
- 3. Duraflex Corp., "Railrider"

4. Plastic Vacuum Forming, "Cap-It C300"

CONCRETE BARRIER DELINEATORS, 16-inch (For use to the right of traffic)

- 1. Pexco LLC, Model PCBM T-16,
- 2. Safe-Hit, Model SH216RBM
- 3. Three D Traffic Works "Roadguide" Model 9400

CONCRETE BARRIER-MOUNTED MINI-DRUM (10" x 14" x 22")

1. Stinson Equipment Company "SaddleMarker"

GUARD RAILING DELINEATOR (Place top of reflective element at 48 inches above plane of roadway)

Wood Post Type, 27-inch

- 1. Pexco LLC, FG 427 and FG 527
- 2. Carsonite, Model 427
- 3. FlexStake, Model 102 GR
- 4. GreenLine GRD 27
- 5. Safe-Hit, Model SH227GRD
- 6. Three D Traffic Works "Guardflex" TD9100
- 7. New Directions Mfg, NDM27
- 8. Shur-Tite Products, Shur-Tite Flat Mount

Barrier, Guardrail Visibility Enhancement

1. UltraGuard Safety System, Potters Industries, Inc.

Steel Post Type

1. Carsonite, Model CFGR-327

RETROREFLECTIVE SHEETING

Channelizers, Barrier Markers, and Delineators

- 1. Avery Dennison T-6500 Series (For rigid substrate devices only)
- 2. Avery Dennison WR-7100 Series
- 3. Nippon Carbide Industries, Flexible Ultralite Grade (ULG) II
- 4. Reflexite, PC-1000 Metalized Polycarbonate
- 5. Reflexite, AC-1000 Acrylic
- 6. Reflexite, AP-1000 Metalized Polyester
- 7. Reflexite, Conformalight, AR-1000 Abrasion Resistant Coating
- 8. 3M, High Intensity

Traffic Cones, 4-inch and 6-inch Sleeves

- 1. Nippon Carbide Industries, Flexible Ultralite Grade (ULG) II
- 2. Reflexite, Vinyl, "TR" (Semi-transparent) or "Conformalight"
- 3. 3M Series 3840
- 4. Avery Dennison S-9000C

Drums

- 1. Avery Dennison WR-6100
- 2. Nippon Carbide Industries, Flexible Ultralite Grade (ULG) II

- 3. Reflexite, "Conformalight", "Super High Intensity" or "High Impact Drum Sheeting"
- 4. 3M Series 3810

Barricades: Type I, Medium-Intensity (Typically Enclosed Lens, Glass-Bead Element)

- 1. Nippon Carbide Industries, CN8117
- 2. Avery Dennison, W 1100 series
- 3. 3M Series CW 44

Barricades: Type II, Medium-High-Intensity (Typically Enclosed Lens, Glass-Bead Element)

1. Avery Dennison, W-2100 Series

Vertical Clearance Signs: Structure Mounted

1. M Model 4061, Diamond Grade DG3, Fluorescent Yellow

Signs: Type II, Medium-High-Intensity (Typically Enclosed Lens, Glass-Bead Element)

- 1. Avery Dennison, T-2500 Series
- 2. Nippon Carbide Industries, Nikkalite 18000

Signs: Type III, High-Intensity (Typically Encapsulated Glass-Bead Element)

- 1. Avery Dennison, T-5500A and T-6500 Series
- 2. Nippon Carbide Industries, Nikkalite Brand Ultralite Grade II
- 3. 3M 3870 and 3930 Series

Signs: Type IV, High-Intensity (Typically Unmetallized Microprismatic Element)

- 1. Avery Dennison, T-6500 Series
- 2. Nippon Carbide Industries, Crystal Grade, 94000 Series
- 3. Nippon Carbide Industries, Model No. 94847 Fluorescent Orange
- 4. 3M Series 3930 and Series 3924S

Signs: Type VI, Elastomeric (Roll-Up) High-Intensity, without Adhesive

- 1. Avery Dennison, WU-6014
- 2. Novabrite LLC, "Econobrite"
- 3. Reflexite "Vinyl"
- 4. Reflexite "SuperBright"
- 5. Reflexite "Marathon"
- 6. 3M Series RS20

Signs: Type VII, Super-High-Intensity (Typically Unmetallized Microprismatic Element)

- 1. 3M Series 3924S, Fluorescent Orange
- 2. 3M LDP Series 3970

Signs: Type VIII, Super-High-Intensity (Typically Unmetallized Microprismatic Element)

- 1. Avery Dennison, T-7500 Series
- 2. Avery Dennison, T-7511 Fluorescent Yellow
- 3. Avery Dennison, T-7513 Fluorescent Yellow Green
- 4. Avery Dennison, W-7514 Fluorescent Orange
- 5. Nippon Carbide Industries, Nikkalite Crystal Grade Series 92800
- 6. Nippon Carbide Industries, Nikkalite Crystal Grade Model 92847 Fluorescent Orange

Signs: Type IX, Very-High-Intensity (Typically Unmetallized Microprismatic Element)

- 1. 3M VIP Series 3981 Diamond Grade Fluorescent Yellow
- 2. 3M VIP Series 3983 Diamond Grade Fluorescent Yellow/Green
- 3. 3M VIP Series 3990 Diamond Grade
- 4. Avery Dennison T-9500 Series
- 5. Avery Dennison, T9513, Fluorescent Yellow Green
- 6. Avery Dennison, W9514, Fluorescent Orange
- 7. Avery Dennison, T-9511 Fluorescent Yellow

Signs: Type XI, Very High Intensity (Typically Unmetallized Microprismatic Element)

- 1. 3M Diamond Grade, DG3, Series 4000
- 2. 3M Diamond Grade, DG3, Series 4081, Fluorescent Yellow
- 3. 3M Diamond Grade, DG3, Series 4083, Fluorescent Yellow/Green
- 4. 3M Diamond Grade, DG3, Series 4084, Fluorescnet Orange

SPECIALTY SIGNS

1. eflexite "Endurance" Work Zone Sign (with Semi-Rigid Plastic Substrate)

ALTERNATIVE SIGN SUBSTRATES

Fiberglass Reinforced Plastic (FRP) and Expanded Foam PVC

- 1. Fiber-Brite (FRP)
- 2. Sequentia, "Polyplate" (FRP)
- 3. Inteplast Group "InteCel" (0.5 inch for Post-Mounted CZ Signs, 48-inch or less)(PVC)

Aluminum Composite, Temporary Construction Signs and Permanent Signs up to 4 foot, 7 Inches

- 1. Alcan Composites "Dibond Material, 80 mils"
- 2. Mitsubishi Chemical America, Alpolic 350
- 3. Bone Safety Signs, Bone Light ACM (temporary construction signs only)

ATTACHMENT C

BNSF Agreement

GRADE CROSSING CONSTRUCTION AND MAINTENANCE AGREEMENT

BNSF File No.: BF10005402
Mile Post 1086.95
Line Segment 7200
U.S. DOT Number 028739S
Stockton Subdivision

This Agreement ("Agreement"), is executed to be effective as of this ______ day of _______, 20/5 ("Effective Date"), by and between BNSF RAILWAY COMPANY, a Delaware corporation ("BNSF"), and the Stanislaus County, a political subdivision of the State of California ("Agency").

RECITALS:

WHEREAS, BNSF owns and operates a line of railroad in and through the Stanislaus County, State of California;

WHEREAS, in the interest of aiding vehicular travel and public safety, the Agency is undertaking a project to improve the existing Hatch Road at-grade crossing, located at BNSF Line Segment 7200 and Milepost 1086.95, and designated by D.O.T. No. 028739S, by relocating / installing new crossing signals and activation equipment, widening of the concrete crossing surface material and relocation of the existing pole line within the existing roadway easement across the BNSF right-of-way as indicated on the Exhibit A, attached hereto and incorporated herein;

WHEREAS, the Agency desires to preempt the highway traffic control signals with the grade crossing warning devices shown on Exhibit A;

WHEREAS, "BNSF" agrees to allow the Agency to preempt the highway traffic control signals with the grade crossing warning devices indicated on Exhibit A.

WHEREAS, the parties agree that the RAILROAD will receive no ascertainable benefit from the installation of advance warning signs, pavement marking stop bars or crossing signal equipment (hereinafter collectively called, "Crossing Signal Equipment");

WHEREAS, the Agency also desires BNSF to install a new crossing surface at Hatch Road with a new concrete and rubber crossing surface;

WHEREAS, the Agency is paying for the acquisition and installation of crossing signal equipment and the new crossing surface at Hatch Road;

WHEREAS, the BNSF agrees to purchase and install, at Agency's sole expense, the crossing signal equipment, the new crossing surface and as described in the scope of work herein, and upon the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE I) SCOPE OF WORK

1. The term "Project" as used herein includes any and all work related to the relocation / installation of the new crossing signals and activation equipment, widening of the concrete surface material and relocation of the existing pole line at U.S. D.O.T No. 028739S, (hereinafter referred to as the "Crossing") by BNSF, more particularly described on the Exhibit A, including, but not limited to, any and all changes to telephone, telegraph, signal and electrical lines and appurtenances, temporary and permanent track work, fencing, grading, alterations to or new construction of drainage facilities, preliminary and construction engineering and contract preparation.

ARTICLE II) RAILROAD OBLIGATIONS

In consideration of the covenants of Agency set forth herein and the faithful performance thereof, BNSF agrees as follows:

- 1. Upon Agency's payment to BNSF of an administrative fee in the sum of Two Thousand and No/100 Dollars (\$2,000) and the additional sum of Six Thousand Eight Hundred and Two and No/100 Dollars (\$6,802.00), such payment to be made within thirty (30) days of issuing the Notice to Proceed pursuant to Article III, Section 8 of this Agreement, and provided further that Agency is in compliance with the term and conditions of this Agreement, BNSF will grant to Agency, its successors and assigns, an easement (hereinafter called, the "Easement") to enter upon and use that portion of BNSF's right-of-way as is necessary to use and maintain the Structure, substantially in the form of Exhibit B attached to this Agreement. If Agency fails to pay BNSF within the thirty day time period set forth in the preceding sentence, BNSF may stop construction of the Project until full payment is received by BNSF.
- 2. BNSF will furnish all labor, materials, tools, and equipment for railroad work required for the construction of the Project, such railroad work and the estimated cost thereof being as shown on Exhibit D attached hereto and made a part hereof. In the event construction on the Project has not commenced within six (6) months following the Effective Date, BNSF may, in its sole and absolute discretion, revise the cost

estimates set forth in said <u>Exhibit D</u>. In such event, the revised cost estimates will become a part of this Agreement as though originally set forth herein. Any item of work incidental to the items listed on <u>Exhibit D</u> not specifically mentioned therein may be included as a part of this Agreement upon written approval of Agency, which approval will not be unreasonably withheld. Construction of the Project must include the following railroad work by BNSF:

- (a) Procurement of materials, equipment and supplies necessary for the railroad work;
- (b) Preliminary engineering, design, and contract preparation;
- (c) Furnishing of flagging services during construction of the Project as required and set forth in further detail on Exhibit C, attached to this Agreement and made a part hereof;
- (d) Furnishing engineering and inspection as required in connection with the construction of the Project;
- (b) Removal and disposal of the existing crossing surfaces from the Crossing;
- (c) Provide and place asphalt beneath the track(s) to provide further subgrade stability prior to BNSF installing new concrete crossing surfaces;
- (d) Installation of one 136-feet concrete crossing surface for the one track complete with new rail, ties, ballast, fasteners, along with appropriate surfacing, to carry the improved roadway and sidewalks;
- (e) Installation of Crossing Signal Equipment and Crossing Signal Control House as shown on Exhibit A;
- (f) Provide an interface box, with contact terminals, mounted on side of Crossing Signal Control House;
- (g) Make such changes in the alignment, location and elevation of its telephone, telegraph, signal and/or wire lines and appurtenances along, over or under the tracks, both temporary and permanent, as may become necessary by reason of the construction of the Project.
- 3. BNSF will do all railroad work set forth in Article II, Section 2 above on an actual cost basis, when BNSF, in its sole discretion, determines it is required by its labor agreements to perform such work with its own employees working under applicable collective bargaining agreements.
- 4. Agency agrees to reimburse BNSF for work of an emergency nature caused by Agency or Agency's contractor in connection with the Project which BNSF deems is

reasonably necessary for the immediate restoration of railroad operations, or for the protection of persons or BNSF property. Such work may be performed by BNSF without prior approval of Agency and Agency agrees to fully reimburse BNSF for all such emergency work.

- 5. BNSF may charge Agency for insurance expenses, including self-insurance expenses, when such expenses cover the cost of Employer's Liability (including, without limitation, liability under the Federal Employer's Liability Act) in connection with the construction of the Project. Such charges will be considered part of the actual cost of the Project, regardless of the nature or amount of ultimate liability for injury, loss or death to BNSF's employees, if any.
- During the construction of the Project, BNSF will send Agency progressive invoices detailing the costs of the railroad work performed by BNSF under this Agreement. Agency must reimburse BNSF for completed force-account work within thirty (30) days of the date of the invoice for such work. Upon completion of the Project, BNSF will send Agency a detailed invoice of final costs, segregated as to labor and materials for each item in the recapitulation shown on Exhibit D. Pursuant to this section and Article IV, Section 7 herein, Agency must pay the final invoice within ninety (90) days of the date of the final invoice. BNSF will assess a finance charge of .033% per day (12% per annum) on any unpaid sums or other charges due under this Agreement which are past its credit terms. The finance charge continues to accrue daily until the date payment is received by BNSF, not the date payment is made or the date postmarked on the payment. Finance charges will be assessed on delinquent sums and other charges as of the end of the month and will be reduced by amounts in dispute and any unposted payments received by the month's end. Finance charges will be noted on invoices sent to Agency under this section. For purposes of computing the time limits prescribed by Section 911.2 of the California Government Code for the presentment of a claim against the Agency the cause of action for failure to reimburse BNSF for the costs of the Railroad work performed by it pursuant to this Agreement shall be deemed to have accrued one hundred and eighty (180) days of the date of the final invoice.

ARTICLE III) AGENCY OBLIGATIONS

In consideration of the covenants of BNSF set forth herein and the faithful performance thereof, Agency agrees as follows:

- 1. Agency must furnish to BNSF plans and specifications for the Project. Said plans (reduced size 11" x 17"), showing the plan and profile of the roadway work on BNSF right-of-way and marked as Exhibit A, attached hereto and made a part hereof, must be submitted to BNSF for the development of railroad cost estimates.
- 2. Agency must make any required application and obtain all required permits and approvals for the construction of the Project.

- 3. Agency must acquire all rights of way necessary for the construction of the Project.
- 4. Agency must make any and all arrangements, in compliance with BNSF's Utility Accommodation Manual (http://www.bnsf.com/communities/faqs/pdf/utility.pdf), for the installation or relocation of wire lines, pipe lines and other facilities owned by private persons, companies, corporations, political subdivisions or public utilities other than BNSF which may be necessary for the construction of the Project.
- 5. Agency must construct the Project as shown on the attached Exhibit A and do all work ("Agency's Work") provided for in the plans and specifications for the Project, except railroad work that will be performed by BNSF hereunder. Agency must furnish all labor, materials, tools and equipment for the performance of Agency's Work. The principal elements of Agency's Work are as follows:
 - (a) Design and Widening of Hatch Road;
 - (b) Installation of a pavement marking stop bar in accordance with the Manual on Uniform Traffic Control Devices (hereinafter called, "MUTCD");
 - (c) Installation of advance warning signs in accordance with the MUTCD
 - (d) Perform all necessary grading and paving, including backfill of excavations and restoration of disturbed vegetation on BNSF's right-of-way;
 - (e) Provide suitable drainage, both temporary and permanent;
 - (f) Provide all barricades, lights, flagmen or traffic control devices necessary for preventing vehicular traffic from using a portion of the Crossing, during the installation of the concrete crossing surfaces, and also during the installation of the Crossing Signal Equipment.
 - (g) Construct asphalt/concrete roadway surface on approaches to each track.
 - (h) Provide and place six (6) to twelve (12) inch wide section of asphalt between roadway concrete headers (and sidewalks) and the new concrete crossing surfaces.
 - Job site cleanup including removal of all construction materials, concrete debris, surplus soil, refuse, contaminated soils, asphalt debris, litter and other waste materials to the satisfaction of BNSF;

- Provide BNSF in writing with the total time required from start of preempt cycle of highway traffic control signals until arrival of the train at the highway-rail crossing;
- (k) Connect the highway traffic control signals to the contact terminals in the interface box including all necessary cable and conduit;
- Install the new highway traffic control signals.
- 6. The Agency will approve the location of the signals and signal bungalow prior to the installation by BNSF.
- 7. The Agency must have advanced railroad crossing signs and standard pavement markings in place at the crossing shown on Exhibit A (if the same are required by the MUTCD) prior to the acceptance of this Project by the Agency.
- 8. The Agency must give BNSF's Manager Public Projects written notice to proceed ("Notice to Proceed") with the railroad portion of the work after receipt of necessary funds for the Project. BNSF will not begin the railroad work (including, without limitation, procurement of supplies, equipment or materials) until written Notice to Proceed is received from Agency.
- 9. The Agency's Work must be performed by Agency or Agency's contractor in a manner that will not endanger or interfere with the safe and timely operations of BNSF and its facilities.
- 10. For any future inspection or maintenance, either routine or otherwise, performed by subcontractors on behalf of the Agency, Agency shall require the subcontractors to comply with the provisions of the attached Exhibit C and execute the agreement attached hereto as Exhibit C-1. Prior to performing any future maintenance with its own personnel, Agency shall: comply with all of BNSF's applicable safety rules and regulations; require any Agency employee performing maintenance to complete the safety program at the BNSF's Internet Website training "www.contractororientation.com"; notify BNSF when, pursuant to the requirements of Exhibit C, a flagger is required to be present; procure, and have approved by BNSF's Risk Management Department, Railroad Protective Liability insurance.
- 11. Agency must require its contractor(s) to notify BNSF's Roadmaster at least thirty (30) calendar days prior to requesting a BNSF flagman in accordance with the requirements of Exhibit C attached hereto. Additionally, Agency must require its contractor(s) to notify BNSF's Manager of Public Projects thirty (30) calendar days prior to commencing work on BNSF property or near BNSF tracks.

- 12. Agency must include the following provisions in any contract with its contractor(s) performing work on said Project:
 - The Contractor is placed on notice that fiber optic, communication and (a) other cable lines and systems (collectively, the "Lines") owned by various telecommunications companies may be buried on BNSF's property or right-of-way. The locations of these Lines have been plans information included on the based on telecommunications companies. The contractor will be responsible for contacting BNSF and the telecommunications companies and notifying them of any work that may damage these Lines or facilities and/or interfere with their service. The contractor must also mark all Lines shown on the plans or marked in the field in order to verify their locations. The contractor must also use all reasonable methods when working in the BNSF right-of-way or on BNSF property to determine if any other Lines (fiber optic, cable, communication or otherwise) may exist.
 - (b) Failure to mark or identify these Lines will be sufficient cause for BNSF's engineering representative Yasmin Ara at (909) 386-4075 to stop construction at no cost to the Agency or BNSF until these items are completed.
 - (c) The Contractor will be responsible for the rearrangement of any facilities or Lines determined to interfere with the construction. The Contractor must cooperate fully with any telecommunications company(ies) in performing such rearrangements.
 - In addition to the liability terms contained elsewhere in this Agreement, (d) the contractor hereby indemnifies, defends and holds harmless BNSF for, from and against all cost, liability, and expense whatsoever (including, without limitation, attorney's fees and court costs and expenses) arising out of or in any way contributed to by any act or omission of Contractor, its subcontractors, agents and/or employees that cause or in any way or degree contribute to (1) any damage to or destruction of any Lines by Contractor, and/or its subcontractors, agents and/or employees, on BNSF's property or within BNSF's rightof-way, (2) any injury to or death of any person employed by or on behalf of any telecommunications company, and/or its contractor, agents and/or employees, on BNSF's property or within BNSF's rightof-way, and/or (3) any claim or cause of action for alleged loss of profits or revenue by, or loss of service by a customer or user of such telecommunication company(ies). THE LIABILITY ASSUMED BY CONTRACTOR WILL NOT BE AFFECTED BY THE FACT, IF IT IS A FACT. THAT THE DAMAGE, DESTRUCTION, INJURY, DEATH, CAUSE OF ACTION OR CLAIM WAS OCCASIONED BY OR

CONTRIBUTED TO BY THE NEGLIGENCE OF BNSF, ITS AGENTS, SERVANTS, EMPLOYEES OR OTHERWISE, EXCEPT TO THE EXTENT THAT SUCH CLAIMS ARE PROXIMATELY CAUSED BY THE WILLFUL MISCONDUCT OR SOLE NEGLIGENCE OF BNSF.

- 13. Agency must require compliance with the obligations set forth in this agreement, including Exhibit C and Exhibit C-1, and incorporate in each prime contract for construction of the Project, or the specifications therefor (i) the provisions set forth in Article III and IV; and (ii) the provisions set forth in Exhibit C and Exhibit C-I, attached hereto and by reference made a part hereof.
- 14. Except as otherwise provided below in this Section 13, all construction work performed hereunder by Agency for the Project will be pursuant to a contract or contracts to be let by Agency, and all such contracts must include the following:
 - (a) All work performed under such contract or contracts within the limits of BNSF's right-of-way must be performed in a good and workmanlike manner in accordance with plans and specifications approved by BNSF;
 - (b) Changes or modifications during construction that affect safety or BNSF operations must be subject to BNSF's approval;
 - (c) No work will be commenced within BNSF's right-of-way until each of the prime contractors employed in connection with said work must have (i) executed and delivered to BNSF an agreement in the form of Exhibit C-I, and (ii) delivered to and secured BNSF's approval of the required insurance; and
 - (d) If it is in Agency's best interest, Agency may direct that the construction of the Project be done by day labor under the direction and control of Agency, or if at any time, in the opinion of Agency, the contractor has failed to prosecute with diligence the work specified in and by the terms of said contract, Agency may terminate its contract with the contractor and take control over the work and proceed to complete the same by day labor or by employing another contractor(s) provided; however, that any contractor(s) replacing the original contractor(s) must comply with the obligations in favor of BNSF set forth above and, provided further, that if such construction is performed by day labor, Agency will, at its expense, procure and maintain on behalf of BNSF the insurance required by Exhibit C-1.
 - (e) To facilitate scheduling for the Project, Agency shall have its contractor give BNSF's Roadmaster 4 weeks advance notice of the proposed times and dates for work windows. BNSF and Agency's contractor will establish mutually agreeable work windows for the Project. BNSF has the right at any time to revise or change the work windows, due to train operations or

service obligations. BNSF will not be responsible for any additional costs and expenses resulting from a change in work windows. Additional costs and expenses resulting from a change in work windows shall be accounted for in the contractor's expenses for the Project.

- 15. Agency must advise the appropriate BNSF Manager Public Projects, in writing, of the completion date of the Project within thirty (30) days after such completion date. Additionally, Agency must notify BNSF's Manager Public Projects, in writing, of the date on which Agency and/or its Contractor will meet with BNSF for the purpose of making final inspection of the Project.
- 16. TO THE FULLEST EXTENT PERMITTED BY LAW. AGENCY HEREBY RELEASES, INDEMNIFIES, DEFENDS AND HOLDS HARMLESS BNSF. ITS AFFILIATED COMPANIES. PARTNERS. SUCCESSORS. ASSIGNS. LEGAL REPRESENTATIVES, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES AND AGENTS FOR, FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, FINES, PENALTIES, COSTS, DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, DEMANDS, JUDGMENTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, COURT COSTS AND ATTORNEYS' FEES) OF ANY NATURE, KIND OR DESCRIPTION OF ANY PERSON (INCLUDING, WITHOUT LIMITATION, THE EMPLOYEES OF THE PARTIES HERETO) OR ENTITY DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM OR RELATED TO (IN WHOLE OR IN PART) (I) THE USE, OCCUPANCY OR PRESENCE OF AGENCY, ITS CONTRACTORS, SUBCONTRACTORS, EMPLOYEES OR AGENTS IN, ON, OR ABOUT THE CONSTRUCTION SITE, (II) THE PERFORMANCE, OR FAILURE TO PERFORM BY THE AGENCY, ITS CONTRACTORS, SUBCONTRACTORS, EMPLOYEES, OR AGENTS, ITS WORK OR ANY OBLIGATION UNDER THIS AGREEMENT. (III) THE SOLE OR CONTRIBUTING ACTS OR OMISSIONS OF AGENCY, CONTRACTORS, SUBCONTRACTORS, EMPLOYEES, OR AGENTS IN, ON, OR ABOUT THE CONSTRUCTION SITE, (IV) AGENCY'S BREACH OF THE TEMPORARY CONSTRUCTION LICENSE OR EASEMENT GRANTED TO AGENCY PURSUANT TO ARTICLE II OF THIS AGREEMENT, (V) ANY RIGHTS OR INTERESTS GRANTED TO AGENCY PURSUANT TO THE TEMPORARY CONSTRUCTION LICENSE OR EASEMENT DISCUSSED IN ARTICLE II OF THIS AGREEMENT, (VI) AGENCY'S OCCUPATION AND USE OF BNSF'S PROPERTY RIGHT-OF-WAY, INCLUDING, WITHOUT LIMITATION, SUBSEQUENT MAINTENANCE OF THE STRUCTURE BY AGENCY, OR (VII) AN ACT OR OMISSION OF AGENCY OR ITS OFFICERS, AGENTS, INVITEES, EMPLOYEES OR CONTRACTORS OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM, OR ANYONE THEY CONTROL OR EXERCISE CONTROL OVER. THE LIABILITY ASSUMED BY AGENCY WILL NOT BE AFFECTED BY THE FACT, IF IT IS A FACT, THAT THE DAMAGE, DESTRUCTION, INJURY OR DEATH WAS OCCASIONED BY OR CONTRIBUTED TO BY THE NEGLIGENCE OF BNSF, ITS AGENTS, SERVANTS, EMPLOYEES OR OTHERWISE, EXCEPT TO THE EXTENT THAT SUCH CLAIMS ARE PROXIMATELY CAUSED BY THE WILLFUL MISCONDUCT OR SOLE NEGLIGENCE OF BNSF.

ARTICLE IV) JOINT OBLIGATIONS

IN CONSIDERATION of the premises, the parties hereto mutually agree to the following:

- 1. All work contemplated in this Agreement must be performed in a good and workmanlike manner and each portion must be promptly commenced by the party obligated hereunder to perform the same and thereafter diligently prosecuted to conclusion in its logical order and sequence. Furthermore, any changes or modifications during construction which affect BNSF will be subject to BNSF's approval prior to the commencement of any such changes or modifications.
- 2. The work hereunder must be done in accordance with the <u>Exhibit A</u> and the detailed plans and specifications approved by BNSF.
- 3. Agency must require its contractor(s) to reasonably adhere to the Project's construction schedule for all Project work. The parties hereto mutually agree that BNSF's failure to complete the railroad work in accordance with the construction schedule due to inclement weather or unforeseen railroad emergencies will not constitute a breach of this Agreement by BNSF and will not subject BNSF to any liability. Regardless of the requirements of the construction schedule, BNSF reserves the right to reallocate the labor forces assigned to complete the railroad work in the event of an emergency to provide for the immediate restoration of railroad operations of either BNSF or its related railroads, or to protect persons or property on or near any BNSF owned property. BNSF will not be liable for any additional costs or expenses resulting from any such reallocation of its labor forces. The parties mutually agree that any reallocation of labor forces by BNSF pursuant to this provision and any direct or indirect consequences or costs resulting from any such reallocation will not constitute a breach of this Agreement by BNSF.
- 4. BNSF will have the right to stop construction work on the Project if any of the following events take place: (i) Agency (or any of its contractors) performs the Project work in a manner contrary to the plans and specifications approved by BNSF; (ii) Agency (or any of its contractors), in BNSF's opinion, prosecutes the Project work in a manner that is hazardous to BNSF property, facilities or the safe and expeditious movement of railroad traffic; (iii) the insurance described in the attached Exhibit C-1 is canceled during the course of the Project; or (iv) Agency fails to pay BNSF for the Temporary Construction License or the Easement pursuant to Article II, Section 1 of this Agreement. The work stoppage will continue until all necessary actions are taken by Agency or its contractor to rectify the situation to the satisfaction of BNSF's Division Engineer or until proof of additional insurance has been delivered to and accepted by BNSF. In the event of a breach of (i) this Agreement, (ii) the Temporary Construction

License, or (iii) the Easement, BNSF may immediately terminate the Temporary Construction License or the Easement. Any such work stoppage under this provision will not give rise to any liability on the part of BNSF. BNSF's right to stop the work is in addition to any other rights BNSF may have including, but not limited to, actions or suits for damages or lost profits. In the event that BNSF desires to stop construction work on the Project, BNSF agrees to immediately notify the following individual in writing:

Colt Esenwein, P.E. Stanislaus County Public Works Deputy Director 1716 Morgan Road Modesto, CA 95358-5805 (209) 525-5805

- 5. Agency must supervise and inspect the operations of all Agency contractors to ensure compliance with the plans and specifications approved by BNSF, the terms of this Agreement and all safety requirements of BNSF. If BNSF determines that proper supervision and inspection are not being performed by Agency personnel at any time during construction of the Project, BNSF has the right to stop construction (within or adjacent to its operating right-of-way). Construction of the Project will not proceed until Agency corrects the situation to BNSF's reasonable satisfaction. If BNSF feels the situation is not being corrected in an expeditious manner, BNSF will immediately notify Colt Esenwein (209) 525-5805 for appropriate corrective action.
- 6. Pursuant to this section and Article II, Section 6 herein, Agency must, reimburse BNSF in full for the **actual costs** of all work performed by BNSF under this Agreement (including taxes, such as applicable sales and use taxes, business and occupation taxes, and similar taxes), less BNSF's Share as set forth in Article IV, Section 6 herein. BNSF's Share must be paid upon completion of the Project.

In any action brought under this Agreement, the prevailing Party shall be entitled to recover its actual costs and attorneys fees pursuant to California Civil Code Section 1717, as well as other litigation costs, including expert witness fees. The prevailing Party shall also be entitled to recover all actual attorneys fees and litigation costs incurred in connection with the enforcement of a judgment arising from such action or proceeding.

7. All expenses detailed in statements sent to Agency pursuant to Article II, Section 6 herein will comply with the terms and provisions of the Title 23 U.S. Code, Title 23 Code of Federal Regulations, and the Federal-Aid Policy Guide, U.S. Department of Transportation, as amended from time to time, which manual is hereby incorporated into and made a part of this Agreement by reference. The parties mutually agree that BNSF's preliminary engineering, design, and contract preparation costs described in Article II, Section 2 herein are part of the costs of the Project even though such work may have preceded the date of this Agreement.

- 8. The construction of the Project will not commence until Agency gives BNSF's Manager Public Projects thirty (30) days prior written notice of such commencement. The commencement notice will reference BNSF's file number BF10005402 and D.O.T. Crossing No. 028739S and must state the time that construction activities will begin.
- 9. In addition to the terms and conditions set forth elsewhere in this Agreement, BNSF and the Agency agree to the following terms upon completion of construction of the Project:
 - (a) Agency will own and be fully responsible for repairs, maintenance, future construction or reconstruction of the Hatch Road roadway.
 - (b) Agency will maintain the elevation of the Hatch Road roadway approaches to match the elevation on the railroad track crossing surfaces and to be no more than three (3) inches above or six (6) inches below top-of-rail elevation at a distance measured thirty (30) feet from the nearest rail.
 - (c) Agency will maintain the advanced railroad crossing warning signs and pavement markings and agrees to hold harmless and indemnify BNSF for any claims, damages or losses, in whole or in part, caused by or due to the Agency's failure to maintain the advanced warning signs and markings or other requirements of the MUTCD.
 - (d) Agency will do nothing and permit nothing to be done in the maintenance of the Hatch Road roadway, which will interfere with or endanger facilities of BNSF.
 - (e) It is expressly understood by Agency and BNSF that any right to install utilities will be governed by a separate permit or license agreement between the parties hereto.
 - (f) BNSF will, at its sole cost and expense, operate and maintain the Crossing Signal Equipment, Crossing Signal Control House, and the new crossing surfaces, from end-of-tie to end-of-tie, in proper condition.
 - (g) Notwithstanding the preceding provision, if any regulations, ordinances, acts, rules or other laws subsequently passed or amended by the Agency or any other governmental or legislative authority increase the Agency's portion of maintenance cost under this Agreement, BNSF will receive the benefit of any such regulations, ordinances, acts, rules or other laws and the Agency's increased portion of maintenance costs will be incorporated into and made a part of this Agreement.
 - (h) If a railway or highway improvement project necessitates rearrangement, relocation, or alteration of the Crossing Signal Equipment, Crossing Signal

House, or the new crossing surface installed hereunder, the costs for such rearrangement, relocation or alteration will be the responsibility of the party requesting such changes.

- (i) If any of the Crossing Signal Equipment is partially or wholly destroyed, then such repair and/or replacement costs must be distributed among the parties as follows:
- (j) In the event the BNSF's sole negligence destroys or damages the Crossing Signal Equipment and/or the Crossing Signal House, BNSF must, at its sole cost and expense, replace or repair such Crossing Signal Equipment and/or Crossing Signal House.
- (k) In the event the Crossing Signal Equipment is damaged or destroyed by any other cause, Agency must reimburse BNSF for the costs to replace or repair such Crossing Signal Equipment and/or Crossing Signal House.
- (I) If the Crossing Signal Equipment and/or Crossing Signal House installed hereunder cannot, through age, be maintained, or by virtue of its obsolescence, requires replacement, the cost of installation of the new crossing signal equipment and/or new crossing signal house will be negotiated by the parties hereto on the basis of the current Federal Aid Railroad Signal Program participation and applicable Agency at the time of such replacement is warranted.
- (m) BNSF will operate and maintain, at its expense, the necessary relays and other materials required to preempt the highway traffic control signals with the grade crossing warning devices.
- (n) BNSF will operate and maintain, at its expense, the railroad crossing warning devices up to the contact terminals in the interface box.
- (o) Agency will own, operate and maintain, at its expense, the highway traffic control signals up to and including connection to the contact terminals in the interface box including all necessary cable and conduit.
- 10. Agency must notify and obtain prior authorization from BNSF's Manager of Public Projects before entering BNSF's right-of-way for **Inspection and Maintenance** purposes and the BNSF Roadmaster will determine if flagging is required. If the construction work hereunder is contracted, Agency must require its prime contractor(s) to comply with the obligations set forth in <u>Exhibit C</u> and <u>Exhibit C-1</u>, as the same may be revised from time to time. Agency will be responsible for its contractor(s) compliance with such obligations.
- 11. Any books, papers, records and accounts of the parties hereto relating to the work hereunder or the costs or expenses for labor and material connected with the

construction will at all reasonable times be open to inspection and audit by the agents and authorized representatives of the parties hereto, as well as the State of California and the Federal Highway Administration, for a period of one (1) year from the date of the final BNSF invoice under this Agreement.

- 12. The covenants and provisions of this Agreement are binding upon and inure to the benefit of the successors and assigns of the parties hereto. Notwithstanding the preceding sentence, neither party hereto may assign any of its rights or obligations hereunder without the prior written consent of the other party.
- 13. In the event construction of the Project does not commence within thirty-six months [3 years] of the Effective Date, this Agreement will become null and void.
- 14. Neither termination nor expiration of this Agreement will release either party from any liability or obligation under this Agreement, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or expiration.
- 15. To the maximum extent possible, each provision of this Agreement will be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Agreement is prohibited by, or held to be invalid under, applicable law, such provision will be ineffective solely to the extent of such prohibition or invalidity and the remainder of the provision will be enforceable.
- 16. This Agreement (including exhibits and other documents, manuals, etc. incorporated herein) is the full and complete agreement between BNSF and Agency with respect to the subject matter herein and supersedes any and all other prior agreements between the parties hereto.
- 17. Any notice provided for herein or concerning this Agreement must be in writing and will be deemed sufficiently given when sent by certified mail, return receipt requested, to the parties at the following addresses:

BNSF:

BNSF's Manager Public Projects Jason L. Sanchez 740 Carnegie Drive San Bernardino, CA 92408 909-386-4474 Jason.Sanchez@bnsf.com

BNSF's Manager Signals Dennis Skeels 740 Carnegie Drive San Bernardino, CA 92408 909-386-4053

Dennis.Skeels@bnsf.com

BNSF's Roadmaster Ernie Appling Fresno, CA 559-457-7523 Earnest.Appling@bnsf.com

Agency:

Colt Esenwein, P.E.
Stanislaus County
Public Works Deputy Director
209-525-4184
esenweinc@stancounty.com

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by its duly qualified and authorized officials as of the day and year first above written.

BNSF RAILWAY COMPANY

Printed Name: Steve Anderson

Title: Vice President - Engineering

STANISLAUS COUNTY

Printed Name: __Matthew Machado

Title:

Director - Public Works

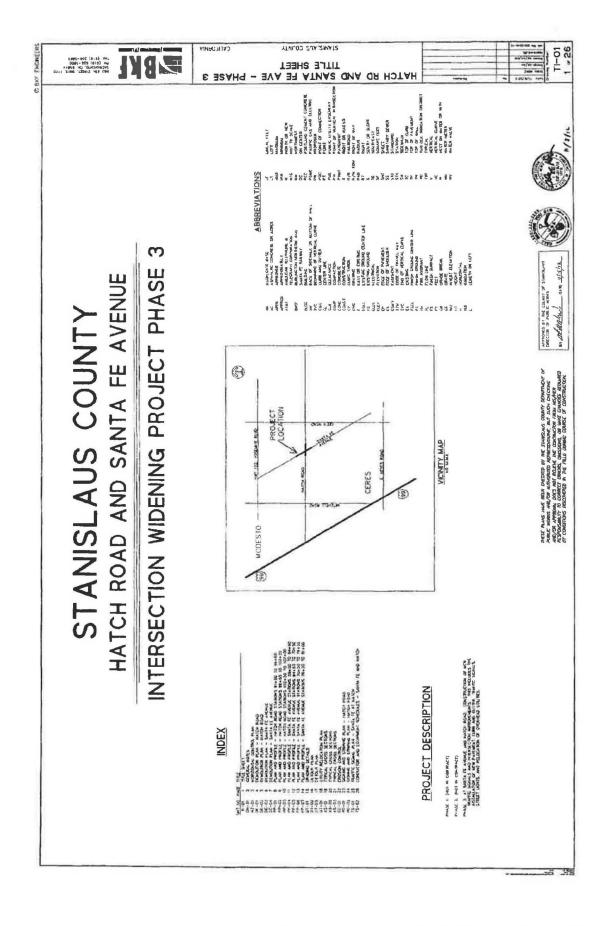
APPROVED AS TO FORM:

Exhibit A-1

Easement Exhibits

Exhibit A

Project Plans
CPUC Authorization



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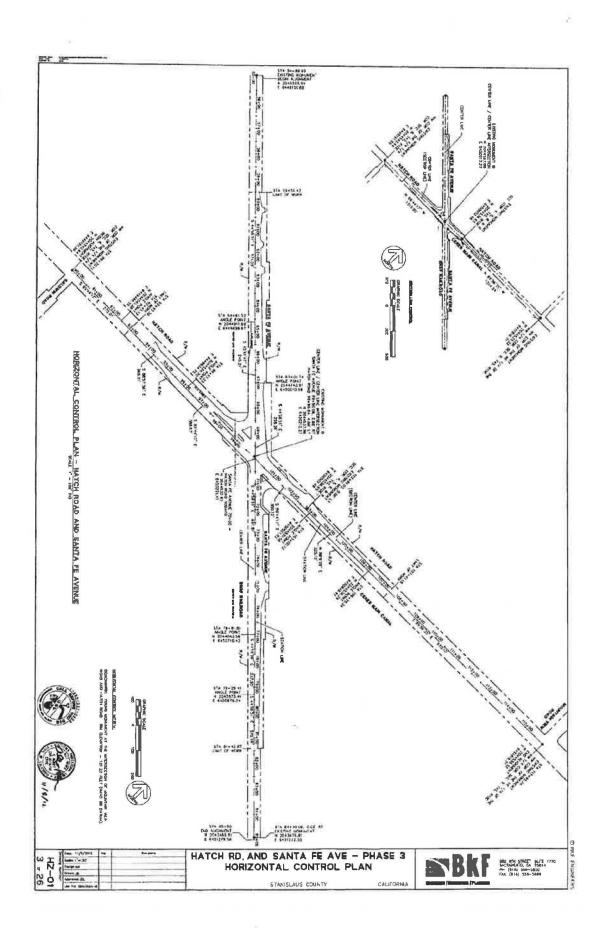
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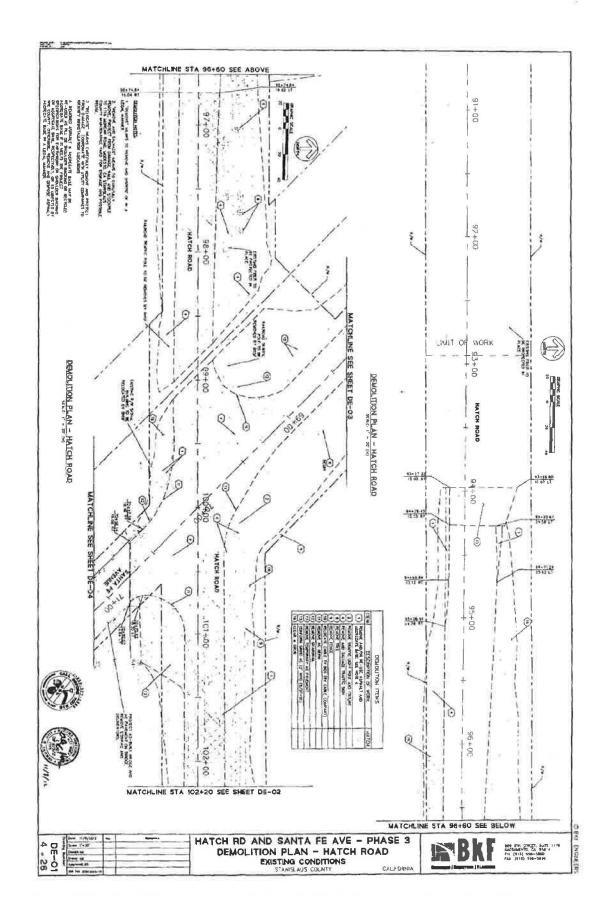
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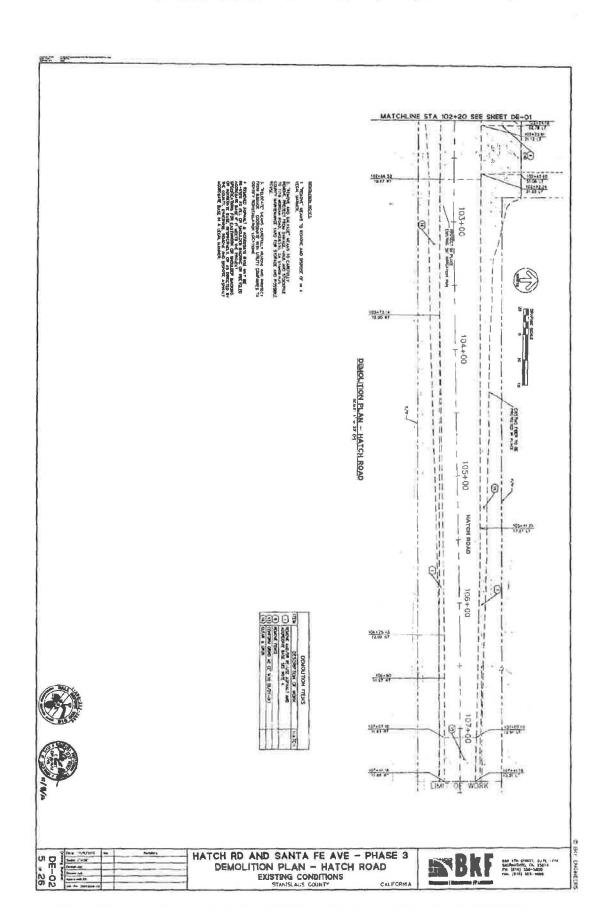
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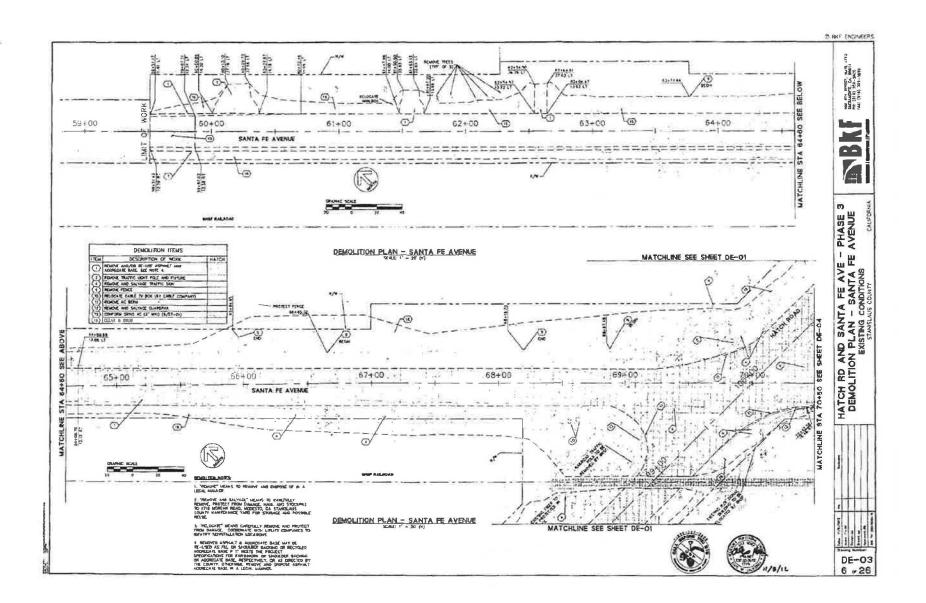
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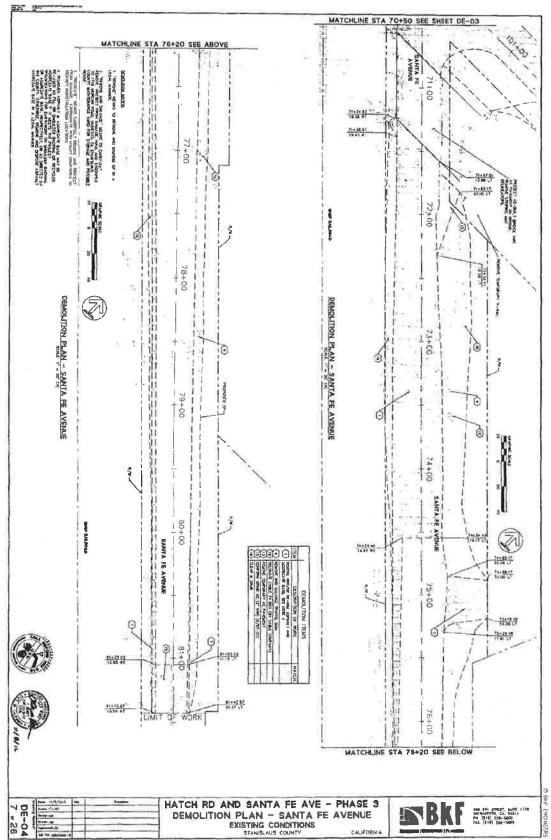
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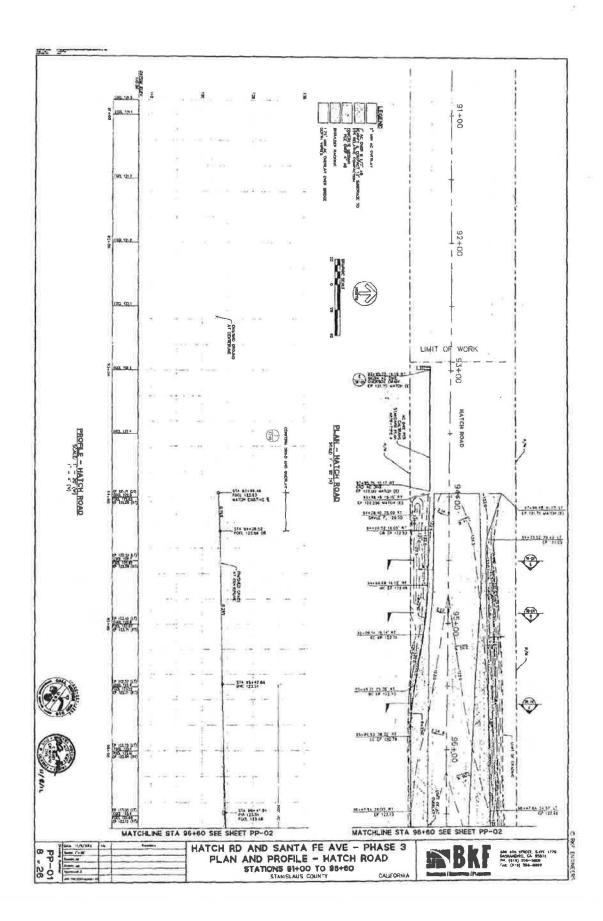


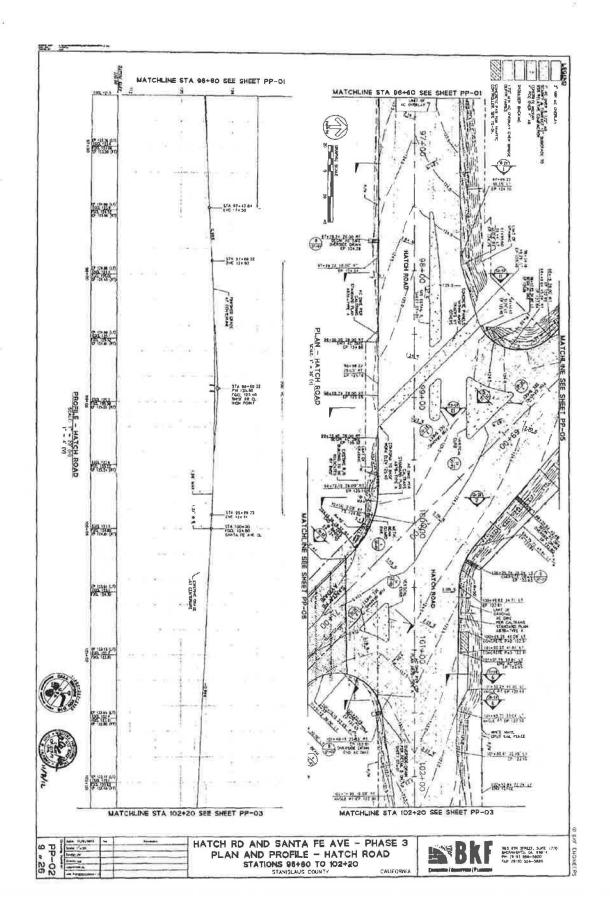


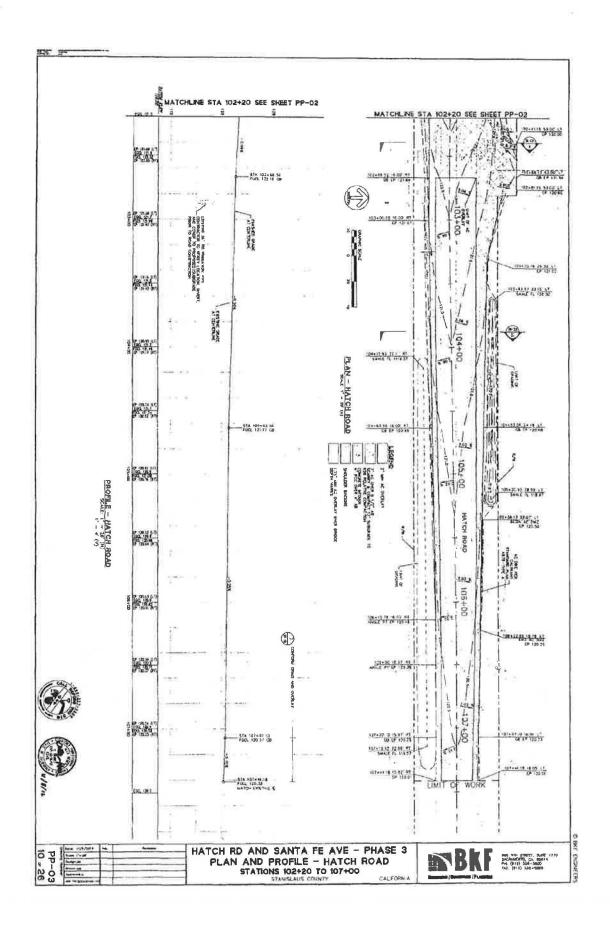


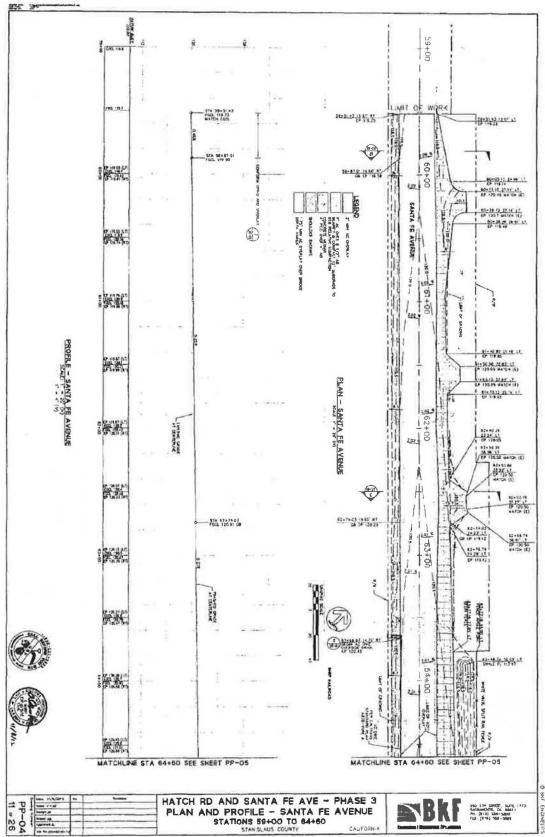




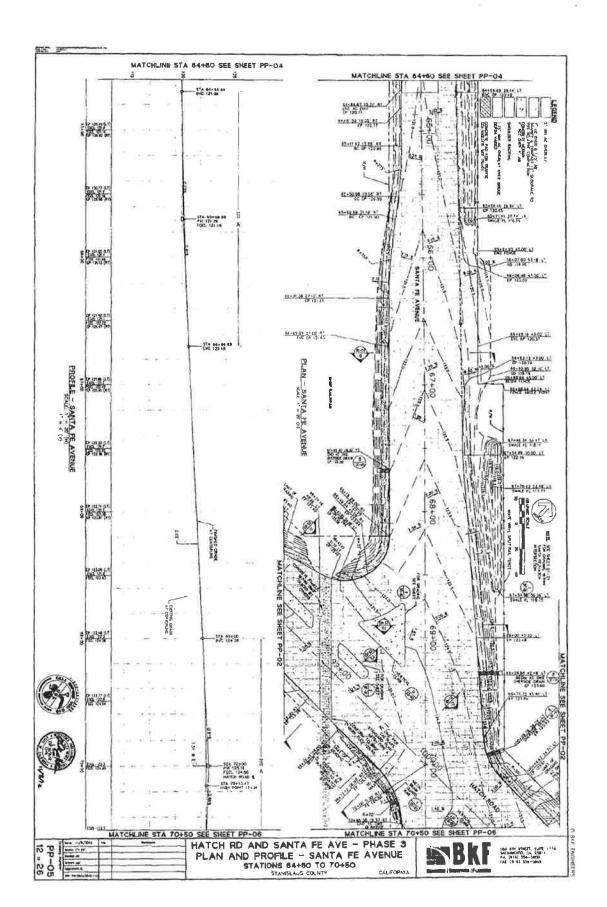


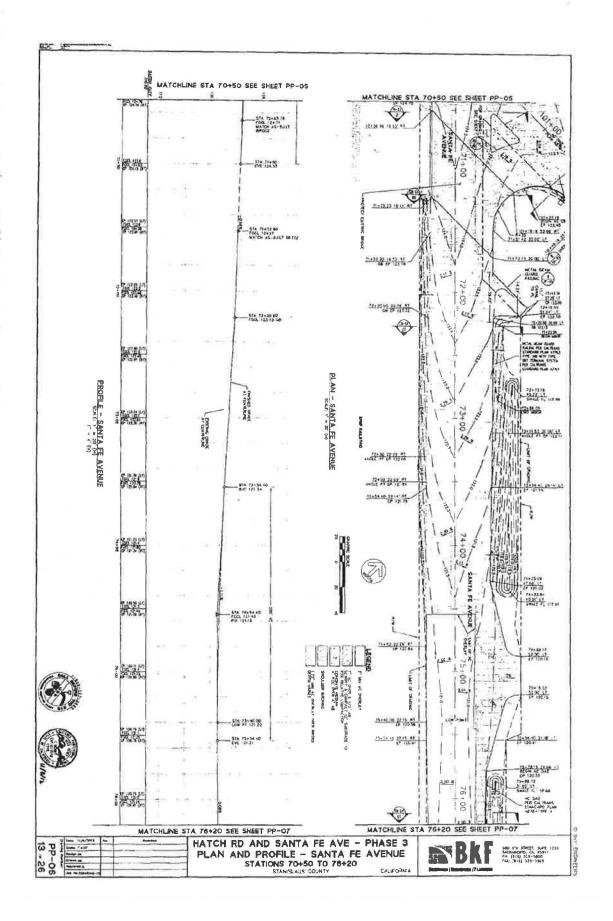


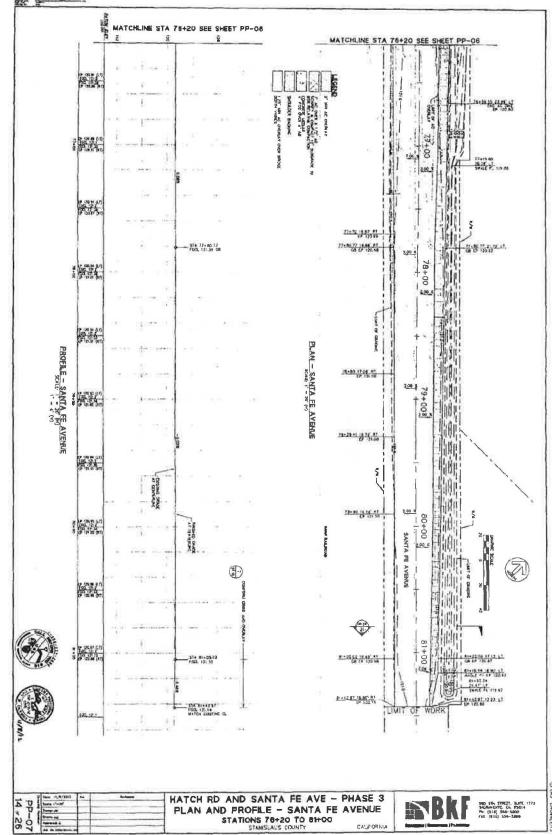


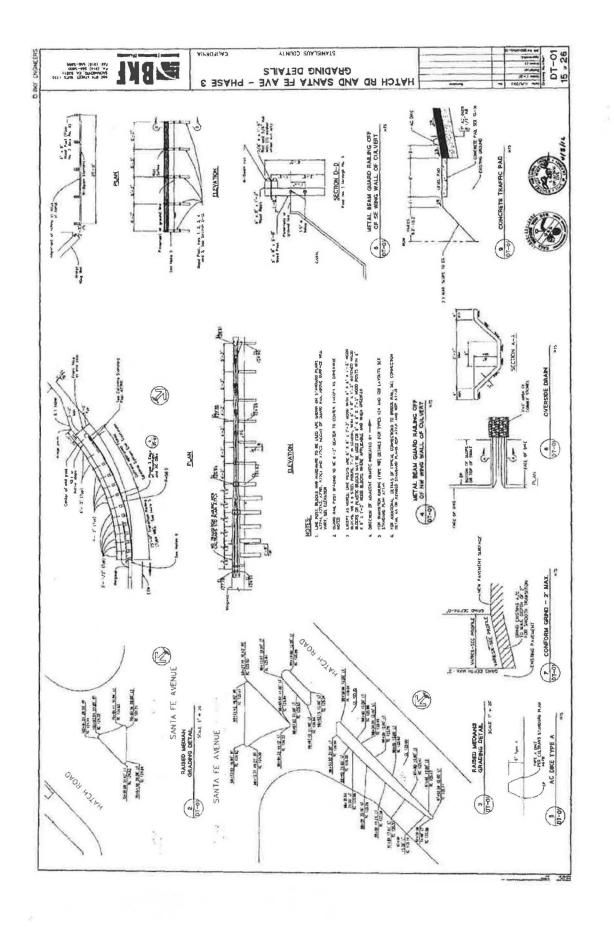


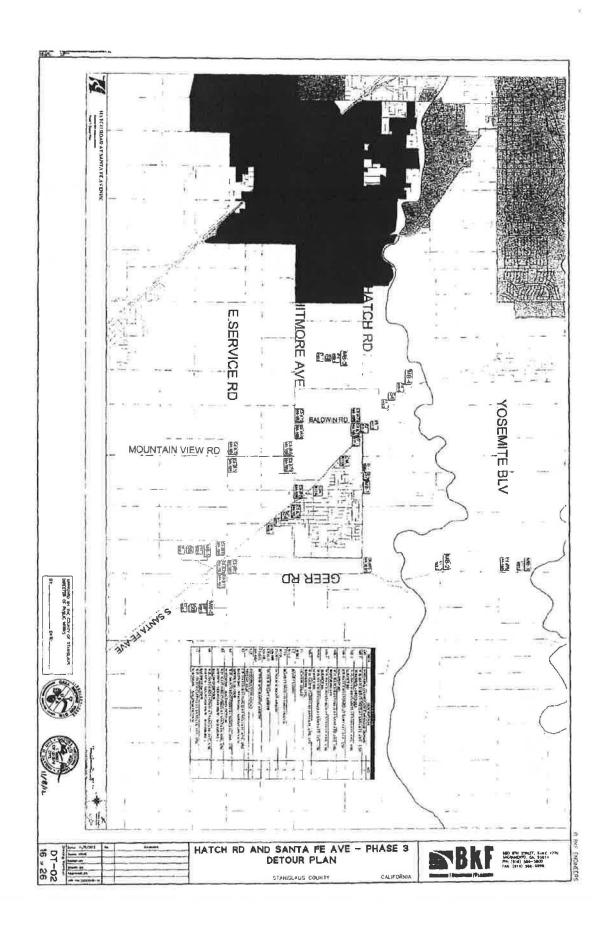
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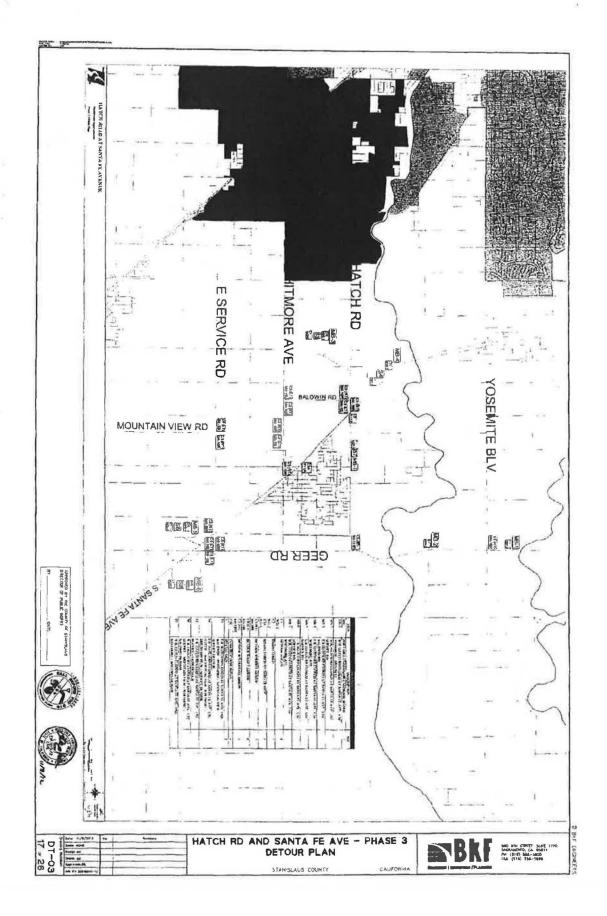


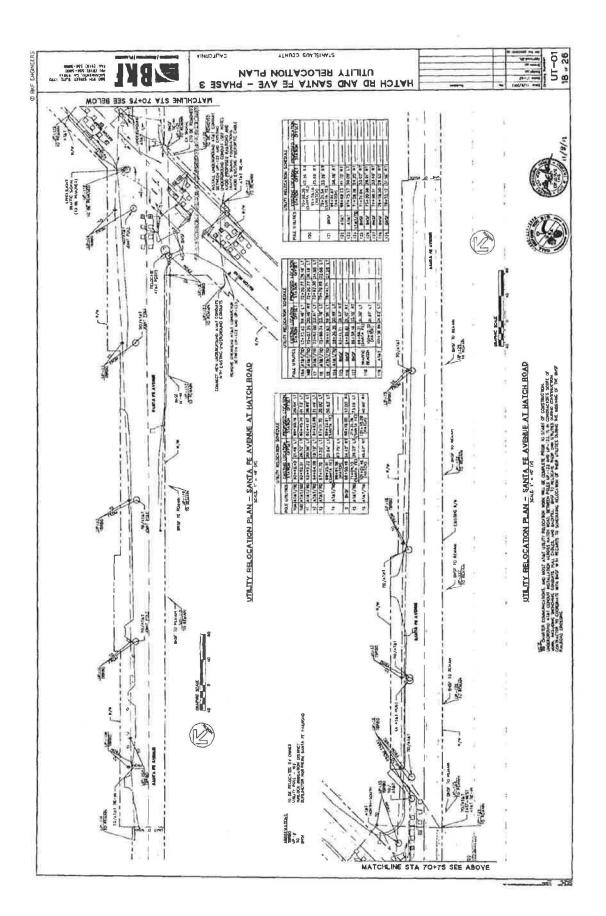


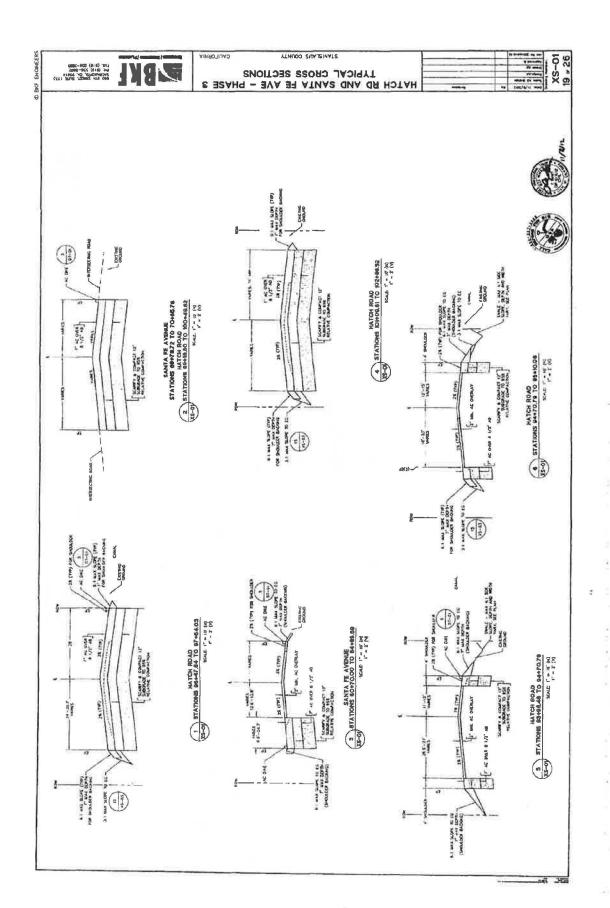


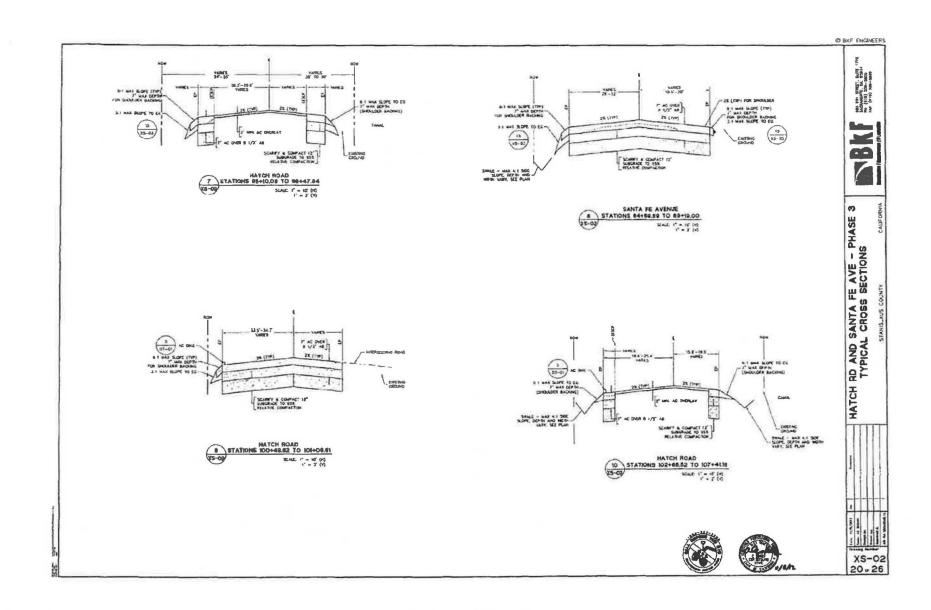


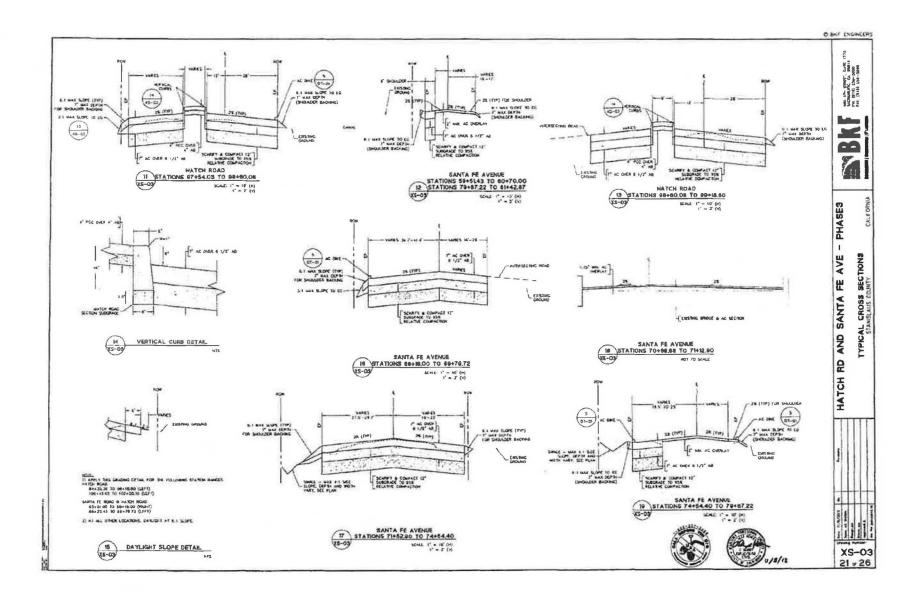




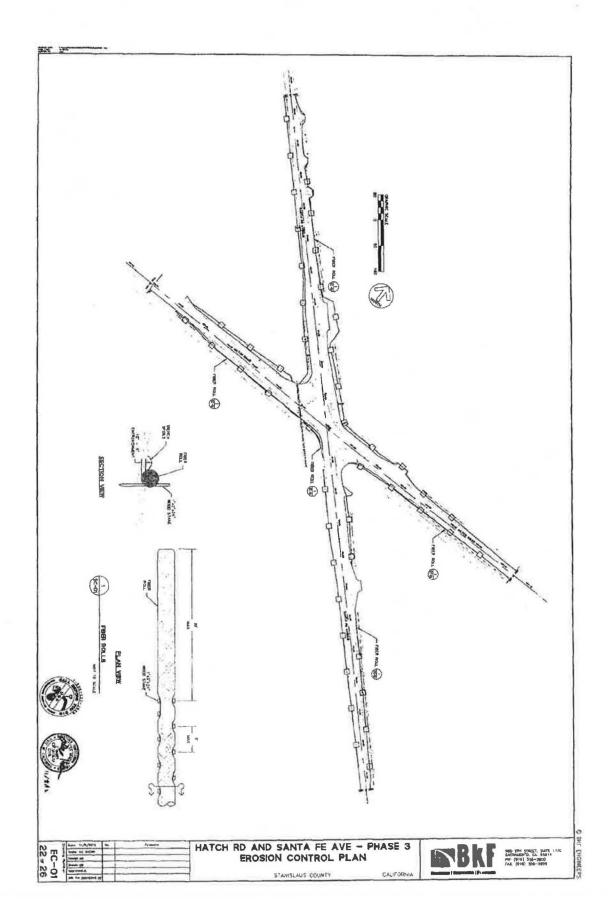


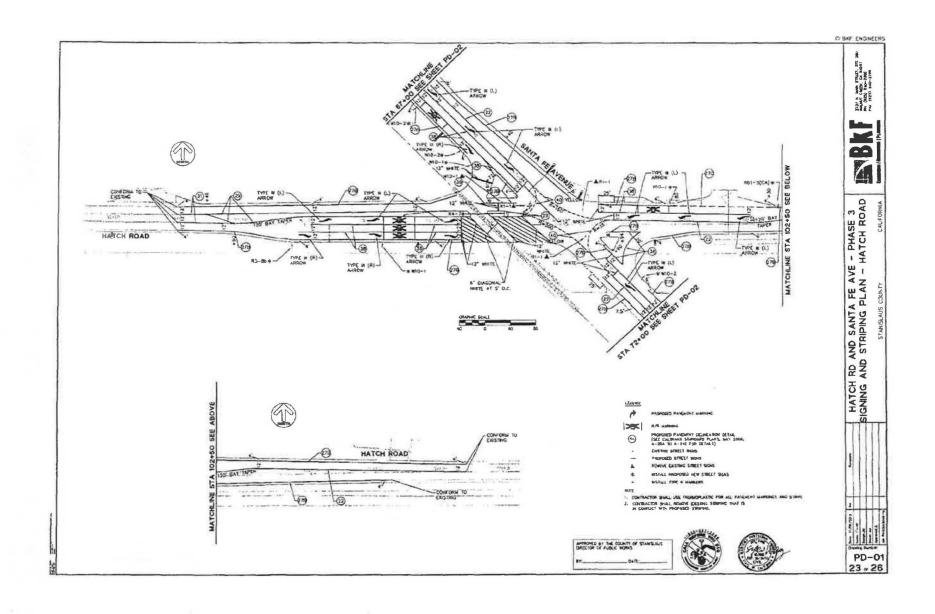


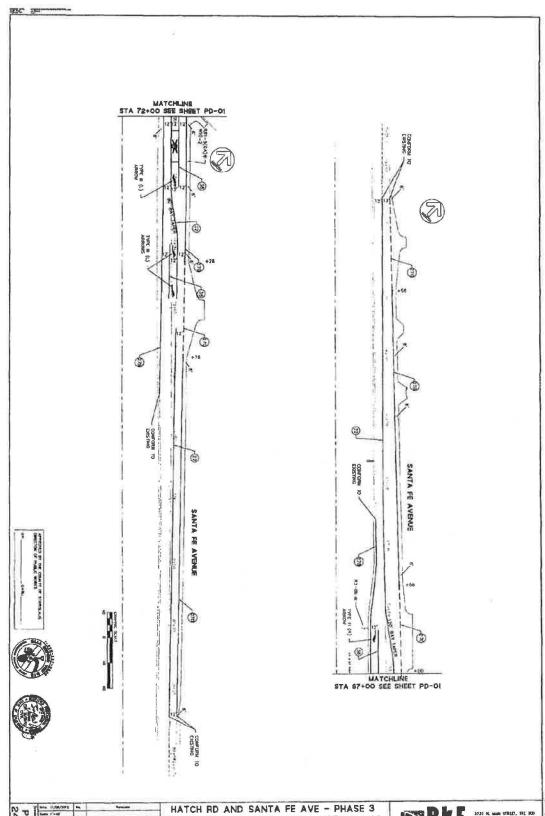




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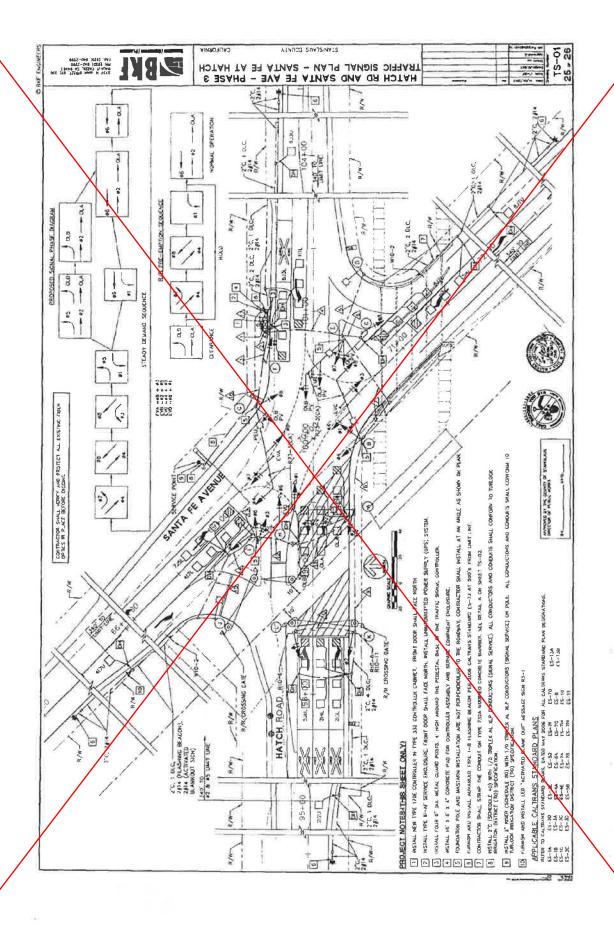




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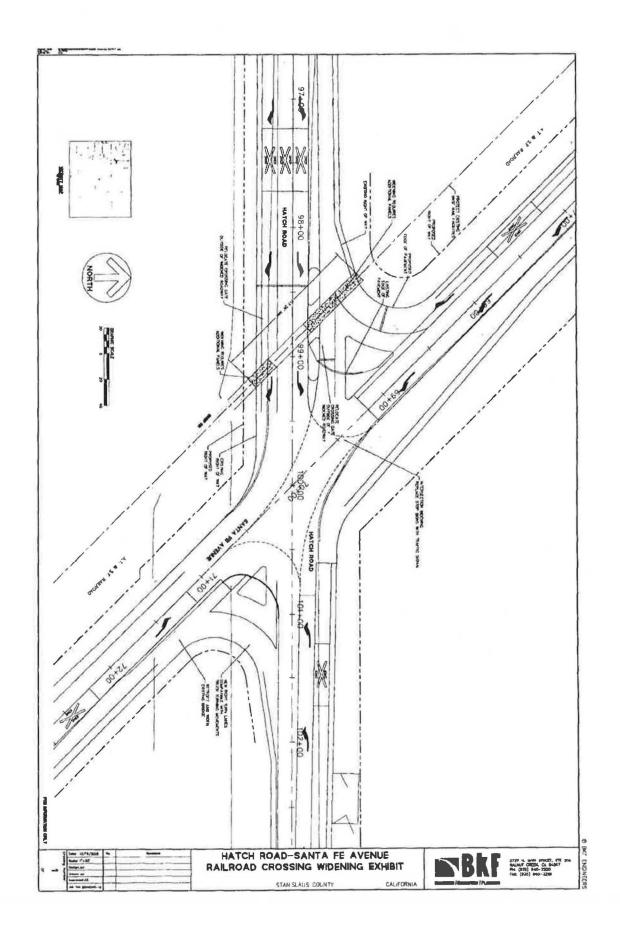
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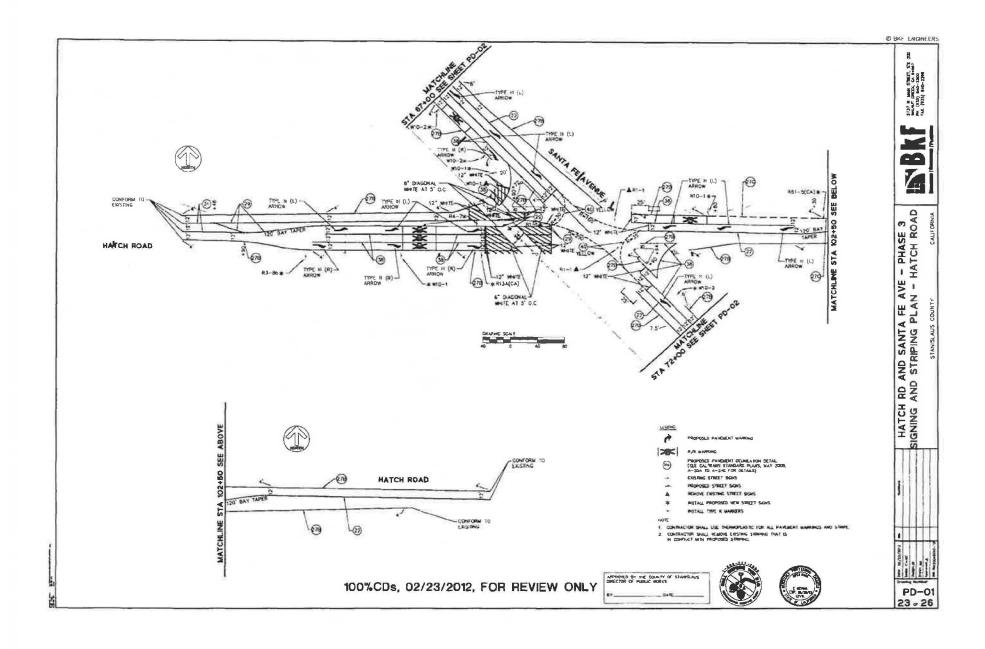


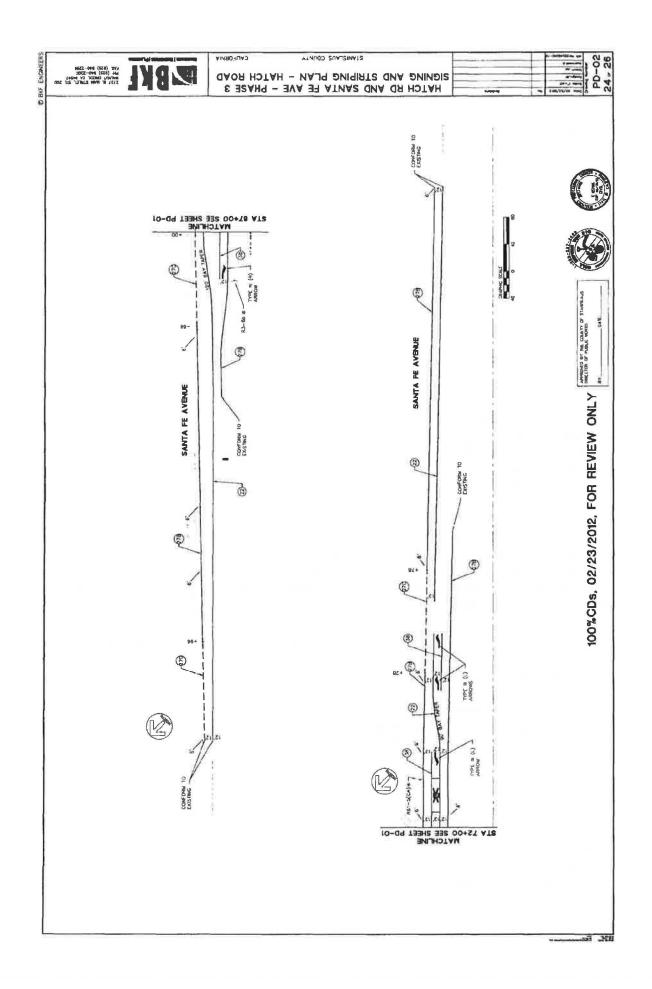
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PUBLIC UTILITIES COMMISSION

320 VI 4" Street Suite 500 Los Angeles, CA 90013

April 16, 2013

Thomas Geiss Senior Engineering Technician Stanislaus County Public Works Department 1716 Morgan Road Modesto, CA 95358 File No. G.13-03-004

Re:

General Order 88-B Request for Authority to Alter the Hatch Road Highway-Rail Crossing, CPUC Crossing No. 002-1086.90 and DOT No. 028739S, in the County of Stanislaus.

Dear Mr. Geiss:

This refers to your letter dated March 4, 2013, received by us via email on March 12, 2013, requesting authorization, pursuant to California Public Utilities Commission (Commission) General Order (GO) 88-B, to alter the Hatch Road highway-rail crossing (crossing) of the BNSF Railway Company (BNSF) track in the County of Stanislaus (County). The crossing is identified as CPUC Crossing No. 002-1086.90 and DOT No.028739S.

At the crossing, Hatch Road is a rural principal arterial roadway with two lanes that intersect Santa Fe Avenue, a major County road, east of the track. No medians or sidewalks are available at the crossing. There is one track aligned in a northwest-southeast direction. A total of 26 freight and 12 Antrak passenger trains frequent the crossing per day. It is equipped with two Commission Standard 9 (flashing light signal assembly with automatic gate arm) warning devices installed on the shoulders of the roadway.

The proposed alterations, as indicated in the request letter and/or shown on the plans, shall consist of:

- Removing existing warning devices;
- Installing medians per plan;
- Installing a Commission Standard 9 warning device on the median and a Commission Standard 9-A (flashing light signal assembly with automatic gate arm and additional flashing light signals over the roadway on a cautilevered arm) warning device on the shoulder of the roadway on the west side of the track per plan;
- Installing in the northeast corner of the crossing, a Commission Standard 9 on both the shoulder of the roadway and the gore island per plan;
- Installing a Commission Standard 9 warning device on the median island on the east side of the track per plan;
- Installing traffic signals 110 feet east of the crossing at the Hatch Road/Santa Fe Avenue intersection to provide a steady-red operation and limited service mode during railroad preemption per plan;

- Installing an advance preemption time of 26 seconds for the Hatch Road/Santa Fe Avenue intersection traffic signals, which in addition to the minimum railroad warning time of 20 seconds and 2 additional seconds of clearance time, will provide a grand total railroad warning time of 48 seconds for the crossing;
- Installing a pre-signal at the crossing consisting of a main pre-signal mast installed on the shoulder of the roadway 15 feet east of the track and an additional small signal mast pre-signal installed on both the shoulder and the median on the west side of the track per plan. All pre-signal lamps shall be installed as to not block the visibility of the lamps of the railroad crossing warning devices;
- Installing a "STOP HERE ON RED" (R10-6) sign at the railroad limit line on the west side of the track on both the shoulder and the median per plan;
- Installing a "DO NOT STOP ON TRACKS" (R8-8) sign on the west side of the track below both R10-6 signs per plan;
- Installing a "NO RIGHT TURN ON RED" (R13(CA)) sign on the small single mast presignal on both the shoulder and the median on the west side of the track per plan;
- Installing "WAIT HERE" pavement markings on each of the three lanes just west of the railroad limit line per plan;
- Installing cross-hatching pavement markings from the railroad limit line, eastward toward the track and to the Hatch Road/ Santa Fe Avenue intersection per plan;
- Installing, in addition to the cross-hatching pavement markings, "KEEP CLEAR" pavement markings from the railroad limit line, castward toward the track and to the Hatch Road/ Santa Fe Avenue intersection per plan;
- Installing a W10-1 at-grade crossing advance warning sign on the shoulder of the roadway corresponding to the location of the RXR pavement markings on both the eastbound and westbound Hatch Road approaches per plan;
- Installing a W10-2 parallel roadway at-grade crossing advance warning sign on the Santa Fe Avenue approaches per plan;
- Installing striping per plan;
- Installing curbs or dikes per plan.

The Commission's Rail Crossings Engineering Section (RCES) staff has investigated the request by the County, and finds it adequately addresses compliance and safety. As the County and BNSF (Parties) are in agreement as to the design and apportionments of the cost under the provisions of GO 88-B, you may proceed with the improvements as described in your request letter and attachments, and summarized above.

Temporary traffic controls shall be provided in compliance with section 8A.08, Temporary Traffic Control Zones, of the California Manual on Uniform Traffic Control Devices (CAMUTCD), 2012 Edition, published by the California Department of Transportation.

All Parties shall comply with all applicable rules, including other Commission General Orders and the CAMUTCD.

G.13-03-004 Thomas Geiss April 12, 2013 Page 3 of 3

This project is categorically exempt from the requirements of the California Environment Quality Act of 1970, as amended [California Public Resources Code 21084].

This authorization shall expire if the above conditions are not complied with or if the work is not completed within three years of the date of this letter. Upon written request to this office, the time to complete the project may be extended. A written request for a time extension must include concurrence letters by interested Parties in support of the time extension. If an extension is requested, RCES may reevaluate the crossing prior to granting an extension.

Within 30 days after completion of this project, the County shall notify RCES that the authorized work is completed by submitting a completed Commission Standard Form G Report of Changes at Highway Grade Crossings and Separations. Form G requirements and forms can be obtained at the CPUC web site Form G page at http://www.cpuc.ca.gov/PUC/safety/Rail/Crossings/formg.htm. This report may be submitted electronically to rees@cpuc.ca.gov as outlined on the web page.

At the conclusion of the project, BNSF should submit an updated Federal Railroad Administration (FRA) inventory form to the FRA, reflecting the changes. CPUC requests a concurrent copy of the updated inventory form be submitted to rees@epuc.ca.gov.

If you have any questions, please contact Marvin Kennix at (916) 928-3809 or small at mlk@cpuc.ca.gov.

Sincerely,

Anton Garabetian, P. E.

Program and Project Supervisor Rail Crossings Engineering Section Safety and Enforcement Division

Ce: Aja Verburg, Associate Engineer, Stanislaus County Public Works Department John Stilley, Manager of Industry & Public Projects, BNSF

Exhibit B

Easement Agreement

EASEMENT AGREEMENT FOR THE HATCH ROAD IMPROVEMENT PROJECT

(C&M Agreement)

Agreement") is made and entered into as of the _____ day of ____ 20__ ("Effective Date"), by and between BNSF RAILWAY COMPANY, a Delaware corporation ("Grantor"), and the COUNTY

THIS EASEMENT AGREEMENT FOR THE HATCH ROAD IMPROVEMENT PROJECT ("Easement

OF STANISLAL	JS ("Gra	intee").
A. Stanislaus, Sta hereto and mad	te of Ca	owns or controls certain real property situated at or near the vicinity of the County of alifornia, at Mile Post, as described or depicted on Exhibit "A" attached hereof (the "Premises").
B. dated as of (the "C&M Agree		and Grantee have entered into that certain Construction and Maintenance Agreement concerning improvements on or near the Premises
(ale sample)		<i>,</i>
C. Easement Purp		e has requested that Grantor grant to Grantee an easement over the Premises for the defined below).
	ement a n full for	r has agreed to grant Grantee such easement, subject to the terms and conditions set and in the C&M Agreement incorporated herein as if fully set forth in this instrument which see and effect for purposes of this Easement even if the C&M Agreement is, for whatever ect.
mutual promise	s conta	ORE, for and in consideration of the foregoing recitals which are incorporated herein, the ined herein, and other good and valuable consideration, the receipt and sufficiency of wledged, the parties agree as follows:
Section 1	Grantir	ng of Easement.
herein as "Imp	ny impro	ent Purpose. The "Easement Purpose" shall be for the purposes set forth in the C&M ovements to be constructed in connection with the Easement Purpose are referred to nts" and shall be constructed, located, configured and maintained by Grantee in strict ms of this Easement Agreement and the C&M Agreement.
all restrictions, whether or not local laws, regularly including Environment any alterations	or the Eacovenand of recordulations, on mental or impro	Grantor does hereby grant unto Grantee a non-exclusive easement ("Easement") over isement Purpose and for no other purpose. The Easement is granted subject to any and its, easements, licenses, permits, leases and other encumbrances of whatsoever nature d, if any, relating to the Premises and subject to all with all applicable federal, state and ordinances, restrictions, covenants and court or administrative decisions and orders, I Laws (defined below) and zoning laws (collectively, "Laws"),. Grantor may not make evements or perform any maintenance or repair activities within the Premises except in ms and conditions of the C&M Agreement.
1.3 and any other p	Reserva	ations by Grantor. Grantor excepts and reserves the right, to be exercised by Grantor no may obtain written permission or authority from Grantor:
	(a)	to install, construct, maintain, renew, repair, replace, use, operate, change, modify and relocate any existing pipe, power, communication, cable, or utility lines and appurtenances and other facilities or structures of like character (collectively, "Lines") upon, over, under or across the Premises;
	(b)	to install, construct, maintain, renew, repair, replace, use, operate, change, modify and relocate any tracks or additional facilities or structures upon, over, under or across the

Premises; and

(c) to use the Premises in any manner as the Grantor in its sole discretion deems appropriate, provided Grantor uses all commercially reasonable efforts to avoid material interference with the use of the Premises by Grantee for the Easement Purpose.

Section 2 <u>Term of Easement</u>. The term of the Easement, unless sooner terminated under provisions of this Easement Agreement, shall be perpetual.

Section 3 No Warranty of Any Conditions of the Premises. Grantee acknowledges that Grantor has made no representation whatsoever to Grantee concerning the state or condition of the Premises, or any personal property located thereon, or the nature or extent of Grantor's ownership interest in the Premises. Grantee has not relied on any statement or declaration of Grantor, oral or in writing, as an inducement to entering into this Easement Agreement, other than as set forth herein. GRANTOR HEREBY DISCLAIMS ANY REPRESENTATION OR WARRANTY, WHETHER EXPRESS OR IMPLIED, AS TO THE DESIGN OR CONDITION OF ANY PROPERTY PRESENT ON OR CONSTITUTING THE PREMISES. ITS MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, THE QUALITY OF THE MATERIAL OR WORKMANSHIP OF ANY SUCH PROPERTY, OR THE CONFORMITY OF ANY SUCH PROPERTY TO ITS INTENDED USES. GRANTOR SHALL NOT BE RESPONSIBLE TO GRANTEE OR ANY OF GRANTEE'S CONTRACTORS FOR ANY DAMAGES RELATING TO THE DESIGN, CONDITION, QUALITY, SAFETY, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF ANY PROPERTY PRESENT ON OR CONSTITUTING THE PREMISES, OR THE CONFORMITY OF ANY SUCH PROPERTY TO ITS INTENDED USES. GRANTEE ACCEPTS ALL RIGHTS GRANTED UNDER THIS EASEMENT AGREEMENT IN THE PREMISES IN AN "AS IS, WHERE IS" AND "WITH ALL FAULTS" CONDITION, AND SUBJECT TO ALL LIMITATIONS ON GRANTOR'S RIGHTS, INTERESTS AND TITLE TO THE PREMISES. Grantee has inspected or will inspect the Premises, and enters upon Grantor's rail corridor and property with knowledge of its physical condition and the danger inherent in Grantor's rail operations on or near the Premises. Grantee acknowledges that this Easement Agreement does not contain any implied warranties that Grantee or Grantee's Contractors (as hereinafter defined) can successfully construct or operate the Improvements.

Section 4 Nature of Grantor's Interest in the Premises. GRANTOR DOES NOT WARRANT ITS TITLE TO THE PREMISES NOR UNDERTAKE TO DEFEND GRANTEE IN THE PEACEABLE POSSESSION OR USE THEREOF. NO COVENANT OF QUIET ENJOYMENT IS MADE. In case of the eviction of Grantee by anyone owning or claiming title to or any interest in the Premises, or by the abandonment by Grantor of the affected rail corridor, Grantor shall not be liable to refund Grantee any compensation paid hereunder.

Section 5 Improvements. Grantee shall take, in a timely manner, all actions necessary and proper to the lawful establishment, construction, operation, and maintenance of the Improvements, including such actions as may be necessary to obtain any required permits, approvals or authorizations from applicable governmental authorities. Any and all cuts and fills, excavations or embankments necessary in the construction, maintenance, or future alteration of the Improvements shall be made and maintained in such manner, form and extent as will provide adequate drainage of and from the adjoining lands and premises of the Grantor; and wherever any such fill or embankment shall or may obstruct the natural and pre-existing drainage from such lands and premises of the Grantor, the Grantee shall construct and maintain such culverts or drains as may be requisite to preserve such natural and pre-existing drainage, and shall also wherever necessary, construct extensions of existing drains, culverts or ditches through or along the premises of the Grantor, such extensions to be of adequate sectional dimensions to preserve the present flowage of drainage or other waters, and of materials and workmanship equally as good as those now existing. In the event any construction, repair, maintenance, work or other use of the Premises by Grantee will affect any Lines, fences, buildings, improvements or other facilities (collectively, "Other Improvements"), Grantee will be responsible at Grantee's sole risk to locate and make any adjustments necessary to such Other Improvements. Grantee must contact the owner(s) of the Other Improvements notifying them of any work that may damage these Other Improvements and/or interfere with their service and obtain the owner's written approval prior to so affecting the Other Improvements. Grantee must mark all Other Improvements on the Plans and Specifications and mark such Other Improvements in the field in order to verify their locations. Grantee must also use all reasonable methods when working on or near Grantor property to determine if any Other Improvements (fiber optic, cable, communication or otherwise) may exist. The Grantee agrees to keep the above-described premises free and clear from combustible materials and to cut and remove or cause to be cut and removed at its sole expense all weeds and vegetation on said premises, said work of cutting and removal to be done at such times and with such frequency as to comply with Grantee and local laws and regulations and abate any and all hazard of fire.

Section 6 Taxes and Recording Fees. Grantee shall pay when due any taxes, assessments or other charges (collectively, "Taxes") levied or assessed upon the Improvements by any governmental or quasi-governmental body or any Taxes levied or assessed against Grantor or the Premises that are attributable to the Improvements. Grantee agrees to purchase, affix and cancel any and all documentary stamps in the amount prescribed by statute, and to pay any and all required transfer taxes, excise taxes and any and all fees incidental to recordation of the Memorandum of Easement. In the event of Grantee's failure to do so, if Grantor shall become obligated to do so, Grantee shall be liable for all costs, expenses and judgments to or against Grantor, including all of Grantor's legal fees and expenses.

Section 7 Environmental.

- 7.1 Compliance with Environmental Laws. Grantee shall strictly comply with all federal, state and local environmental Laws in its use of the Premises, including, but not limited to, the Resource Conservation and Recovery Act, as amended (RCRA), the Clean Water Act, the Oil Pollution Act, the Hazardous Materials Transportation Act, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) and the Toxic Substances Control Act (collectively referred to as the "Environmental Laws"). Grantee shall not maintain a "treatment," "storage," "transfer" or "disposal" facility, or "underground storage tank," as those terms are defined by Environmental Laws, on the Premises. Grantee shall not handle, transport, release or suffer the release of "hazardous waste" or "hazardous substances", as "hazardous waste" and "hazardous substances" may now or in the future be defined by any Environmental Laws.
- 7.2 <u>Notice of Release.</u> Grantee shall give Grantor immediate notice to Grantor's Resource Operations Center at (800) 832-5452 of any release of hazardous substances on or from the Premises, violation of Environmental Laws, or inspection or inquiry by governmental authorities charged with enforcing Environmental Laws with respect to Grantee's use of the Premises. Grantee shall use its best efforts to promptly respond to any release on or from the Premises. Grantee also shall give Grantor immediate notice of all measures undertaken on behalf of Grantee to investigate, remediate, respond to or otherwise cure such release or violation.
- 7.3 Remediation of Release. In the event that Grantor has notice from Grantee or otherwise of a release or violation of Environmental Laws which occurred or may occur during the term of this Easement Agreement, Grantor may require Grantee, at Grantee's sole risk and expense, to take timely measures to investigate, remediate, respond to or otherwise cure such release or violation affecting the Premises. If during the construction or subsequent maintenance of the Improvements, soils or other materials considered to be environmentally contaminated are exposed, Grantee will remove and safely dispose of said contaminated soils. Determination of soils contamination and applicable disposal procedures thereof, will be made only by an agency having the capacity and authority to make such a determination.
- 7.4 <u>Preventative Measures.</u> Grantee shall promptly report to Grantor in writing any conditions or activities upon the Premises known to Grantee which create a risk of harm to persons, property or the environment and shall take whatever action is necessary to prevent injury to persons or property arising out of such conditions or activities; provided, however, that Grantee's reporting to Grantor shall not relieve Grantee of any obligation whatsoever imposed on it by this Easement Agreement. Grantee shall promptly respond to Grantor's request for information regarding said conditions or activities.
- 7.5 Evidence of Compliance. Grantee agrees periodically to furnish Grantor with proof satisfactory to Grantor that Grantee is in compliance with this **Section 7**. Should Grantee not comply fully with the above-stated obligations of this **Section 7**, notwithstanding anything contained in any other provision hereof, Grantor may, at its option, terminate this Easement Agreement by serving five (5) days' notice of termination upon Grantee. Upon termination, Grantee shall remove the Improvements and restore the Premises as provided in **Section 9**

Section 8 Default and Termination.

- 8.1 <u>Grantor's Performance Rights.</u> If at any time Grantee, or Grantee's Contractors, fails to properly perform its obligations under this Easement Agreement, Grantor, in its sole discretion, may: (i) seek specific performance of the unperformed obligations, or (ii) at Grantee's sole cost, may arrange for the performance of such work as Grantor deems necessary for the safety of its rail operations, activities and property, or to avoid or remove any interference with the activities or property of Grantor, or anyone or anything present on the rail corridor or property with the authority or permission of Grantor. Grantee shall promptly reimburse Grantor for all costs of work performed on Grantee's behalf upon receipt of an invoice for such costs. Grantor's failure to perform any obligations of Grantee or Grantee's Contractors shall not alter the liability allocation set forth in this Easement Agreement.
- 8.2 <u>Abandonment.</u> Grantor may, at its option, terminate this Easement Agreement by serving five (5) days' notice in writing upon Grantee if Grantee should abandon or cease to use the Premises for the Easement Purpose. Any waiver by Grantor of any default or defaults shall not constitute a waiver of the right to terminate this Easement Agreement for any subsequent default or defaults, nor shall any such waiver in any way affect Grantor's ability to enforce any section of this Easement Agreement.
- 8.3 <u>Effect of Termination or Expiration.</u> Neither termination nor expiration will release Grantee from any liability or obligation under this Easement, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or expiration, or, if later, the date the Premises are restored as required by **Section 9**.
- 8.4 <u>Non-exclusive Remedies</u>. The remedies set forth in this **Section 8** shall be in addition to, and not in limitation of, any other remedies that Grantor may have under the C&M Agreement, at law or in equity.

Section 9 Surrender of Premises.

- 9.1 <u>Removal of Improvements and Restoration</u>. Upon termination of this Easement Agreement, whether by abandonment of the Easement or by the exercise of Grantor's termination rights hereunder, Grantee shall, at its sole cost and expense, immediately perform the following:
 - (a) remove all or such portion of Grantee's Improvements and all appurtenances thereto from the Premises, as Grantor directs at Grantor's sole discretion;
 - (b) repair and restore any damage to the Premises arising from, growing out of, or connected with Grantee's use of the Premises;
 - (c) remedy any unsafe conditions on the Premises created or aggravated by Grantee; and
 - (d) leave the Premises in the condition which existed as of the Effective Date.
- 9.2 <u>Limited License for Entry.</u> If this Easement Agreement is terminated, Grantor may direct Grantee to undertake one or more of the actions set forth above, at Grantee's sole cost, in which case Grantee shall have a limited license to enter upon the Premises to the extent necessary to undertake the actions directed by Grantor. The terms of this limited license include all of Grantee's obligations under this Easement Agreement. Termination will not release Grantee from any liability or obligation under this Easement Agreement, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination, or, if later, the date when Grantee's Improvements are removed and the Premises are restored to the condition that existed as of the Effective Date. If Grantee fails to surrender the Premises to Grantor upon any termination of the Easement, all liabilities and obligations of Grantee hereunder shall continue in effect until the Premises are surrendered.

- Section 10 <u>Liens</u>. Grantee shall promptly pay and discharge any and all liens arising out of any construction, alterations or repairs done, suffered or permitted to be done by Grantee on the Premises or attributable to Taxes that are the responsibility of Grantee pursuant to **Section 6**. Grantor is hereby authorized to post any notices or take any other action upon or with respect to the Premises that is or may be permitted by Law to prevent the attachment of any such liens to any portion of the Premises; provided, however, that failure of Grantor to take any such action shall not relieve Grantee of any obligation or liability under this **Section 10** or any other section of this Easement Agreement.
- Section 11 <u>Tax Exchange</u>. Grantor may assign its rights (but not its obligations) under this Easement Agreement to Goldfinch Exchange Company LLC, an exchange intermediary, in order for Grantor to effect an exchange under Section 1031 of the Internal Revenue Code. In such event, Grantor shall provide Grantee with a Notice of Assignment, attached as <u>Exhibit C</u>, and Grantee shall execute an acknowledgement of receipt of such notice.
- Section 12 Notices. Any notice required or permitted to be given hereunder by one party to the other shall be delivered in the manner set forth in the C&M Agreement. Notices to Grantor under this Easement shall be delivered to the following address: BNSF Railway Company, Real Estate Department, 2500 Lou Menk Drive, Ft. Worth, TX 76131, Attn: Permits, or such other address as Grantor may from time to time direct by notice to Grantee.
- Section 13 Recordation. It is understood and agreed that this Easement Agreement shall not be in recordable form and shall not be placed on public record and any such recording shall be a breach of this Easement Agreement. Grantor and Grantee shall execute a Memorandum of Easement in the form attached hereto as Exhibit "B" (the "Memorandum of Easement") subject to changes required, if any, to conform such form to local recording requirements. The Memorandum of Easement shall be recorded in the real estate records in the county where the Premises are located. If a Memorandum of Easement is not executed by the parties and recorded as described above within 30 days of the Effective Date, Grantor shall have the right to terminate this Easement Agreement upon notice to Grantee.

Section 14 Miscellaneous.

- 14.1 All questions concerning the interpretation or application of provisions of this Easement Agreement shall be decided according to the substantive laws of the State of California without regard to conflicts of law provisions.
- 14.2 In the event that Grantee consists of two or more parties, all the covenants and agreements of Grantee herein contained shall be the joint and several covenants and agreements of such parties. This instrument and all of the terms, covenants and provisions hereof shall inure to the benefit of and be binding upon each of the parties hereto and their respective legal representatives, successors and assigns and shall run with and be binding upon the Premises.
- 14.3 If any action at law or in equity is necessary to enforce or interpret the terms of this Easement Agreement, the prevailing party or parties shall be entitled to reasonable attorneys' fees, costs and necessary disbursements in addition to any other relief to which such party or parties may be entitled.
- 14.4 If any provision of this Easement Agreement is held to be illegal, invalid or unenforceable under present or future Laws, such provision will be fully severable and this Easement Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision is not a part hereof, and the remaining provisions hereof will remain in full force and effect. In lieu of any illegal, invalid or unenforceable provision herein, there will be added automatically as a part of this Easement Agreement a provision as similar in its terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.
- 14.5 This Easement Agreement is the full and complete agreement between Grantor and Grantee with respect to all matters relating to Grantee's use of the Premises, and supersedes any and all other agreements between the parties hereto relating to Grantee's use of the Premises as described herein. However,

nothing herein is intended to terminate any surviving obligation of Grantee or Grantee's obligation to defend and hold Grantor harmless in any prior written agreement between the parties.

14.6 Time is of the essence for the performance of this Easement Agreement.

ADMINISTRATIVE FEE

15. Grantee acknowledges that a material consideration for this agreement, without which it would not be made, is the agreement between Grantee and Grantor that the Grantee shall pay upon return of this Agreement signed by Grantee to Grantor's Broker a processing fee in the amount of \$2,000.00 over and above the agreed upon acquisition price. Said fee shall be made payable to BNSF Railway Company by a separate check.

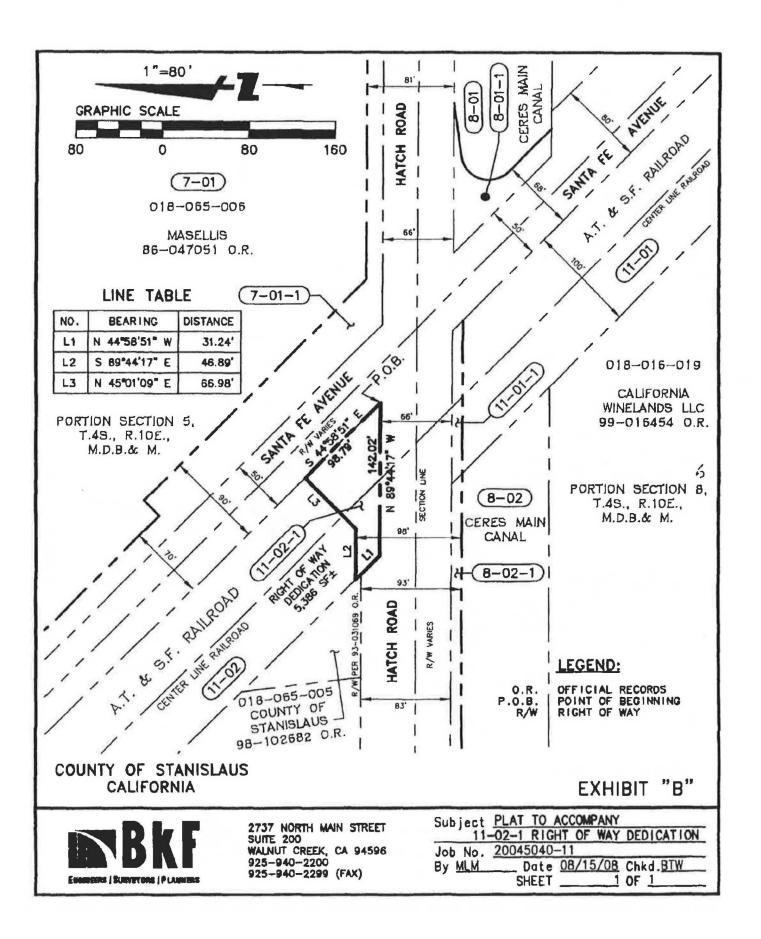
Witness the execution of this Easement Agreement as of the date first set forth above.

GRANTOR:	
BNSF RAILWAY COMPANY, a Delaware corpora	tion
By: Name: Title:	
GRANTEE:	
a	
By:	

APPROVED AS TO FORM:
STANISLAUS COUNTY COUNSEL
BY
DATE:

EXHIBIT "A"

Premises



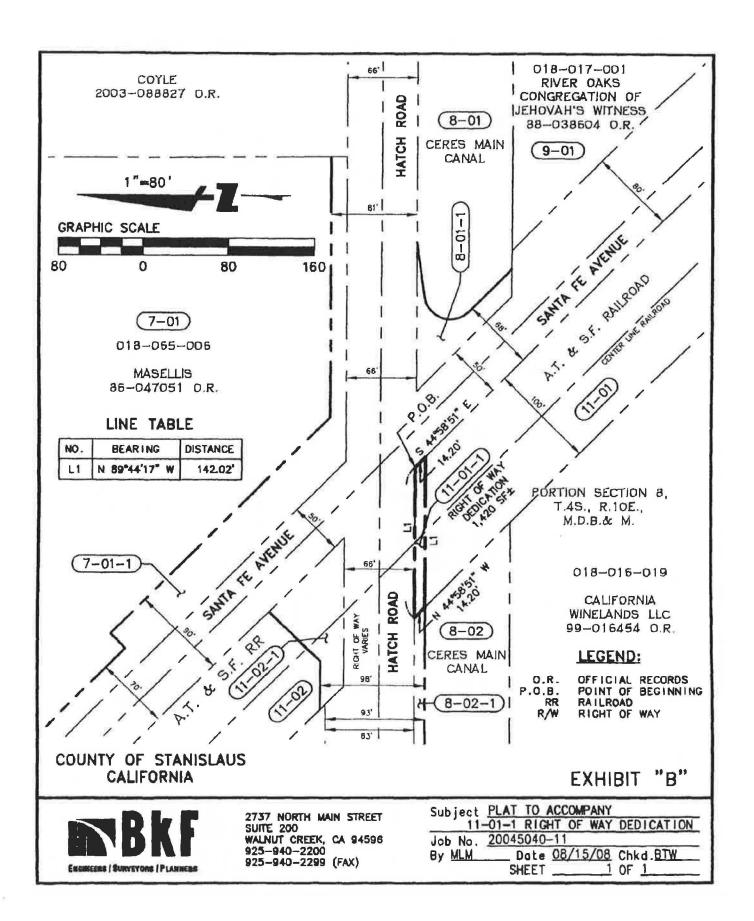


EXHIBIT "B" MEMORANDUM OF EASEMENT

MEMORANDUM OF EASEMENT

THIS MEMORANDUM OF EASEMENT is hereby executed this day of, 201_, by and between BNSF RAILWAY COMPANY, a Delaware corporation ("Grantor"), whose address for purposes of this instrument is 2500 Lou Menk Drive, Fort Worth, Texas 76131, and, a, a, which terms "Grantor" and "Grantee" shall include, wherever the context permits or requires, singular or plural, and the heirs, legal representatives,
successors and assigns of the respective parties:
WITNESSETH:
WHEREAS , Grantor owns or controls certain real property situated in Stanislaus County, California, as described on Exhibit "A" attached hereto and incorporated herein by reference (the " Premises ');
WHEREAS, Grantor and Grantee entered into an Easement Agreement, dated, 201_ (the "Easement Agreement") which set forth, among other things, the terms of an easement granted by Grantor to Grantee over and across the Premises (the "Easement"); and
WHEREAS , Grantor and Grantee desire to memorialize the terms and conditions of the Easement Agreement of record.
For valuable consideration the receipt and sufficiency of which are hereby acknowledged, Grantor does grant unto Grantee and Grantee does hereby accept from Grantor the Easement over and across the Premises.
The term of the Easement, unless sooner terminated under provisions of the Easement Agreement, shall be perpetual.
All the terms, conditions, provisions and covenants of the Easement Agreement are incorporated herein by this reference for all purposes as though written out at length herein, and both the Easement Agreement and this Memorandum of Easement shall be deemed to constitute a single instrument or document. This Memorandum of Easement is not intended to amend, modify, supplement, or supersede any of the provisions of the Easement Agreement and, to the extent

there may be any conflict or inconsistency between the Easement Agreement or this Memorandum of Easement, the Easement Agreement shall control.

IN WITNESS WHEREOF, Grantor and Grantee have executed this Memorandum of Easement to as of the date and year first above written.

GRANTOR: BNSF RAILWAY COMPANY, a Delaware corporation
By: Name:Title:
the day of, 201_, by s(title) poration.
Notary Public
My appointment expires:

	GRANTEE:
	By: Name: Title:
STATE OF §	
STATE OF § § S S S S S S S S S S S S S S	
This instrument was acknowledged before me 201_, by(title) of _	on the day of, (name) as, a
	Notary Public
	My appointment expires:
	(Seal)

Exhibit C-C1

Contractor Requirements



EXHIBIT "C"

CONTRACTOR REQUIREMENTS

1.02 General:

- 1.01.01 The Contractor must cooperate with BNSF RAILWAY COMPANY, hereinafter referred to as "Railway" where work is over or under on or adjacent to Railway property and/or right-of-way, hereafter referred to as "Railway Property", during the widening of Hatch Road.
- 1.01.02 The Contractor must execute and deliver to the Railway duplicate copies
 of the Exhibit "C-1" Agreement, in the form attached hereto, obligating the Contractor
 to provide and maintain in full force and effect the insurance called for under Section
 3 of said Exhibit "C-1". Questions regarding procurement of the Railroad Protective
 Liability Insurance should be directed to Rosa Martinez at Marsh, USA, 214-3038519.
- 1.01.03 The Contractor must plan, schedule and conduct all work activities so as not to interfere with the movement of any trains on Railway Property.
- 1.01.04 The Contractor's right to enter Railway's Property is subject to the absolute right of Railway to cause the Contractor's work on Railway's Property to cease if, in the opinion of Railway, Contractor's activities create a hazard to Railway's Property, employees, and/or operations. Railway will have the right to stop construction work on the Project if any of the following events take place: (i) Contractor (or any of its subcontractors) performs the Project work in a manner contrary to the plans and specifications approved by Railway; (ii) Contractor (or any of its subcontractors), in Railway's opinion, prosecutes the Project work in a manner which is hazardous to Railway property, facilities or the safe and expeditious movement of railroad traffic; (iii) the insurance described in the attached Exhibit C-1 is canceled during the course of the Project; or (iv) Contractor fails to pay Railway for the Temporary Construction License or the Easement. The work stoppage will continue until all necessary actions are taken by Contractor or its subcontractor to rectify the situation to the satisfaction of Railway's Division Engineer or until additional insurance has been delivered to and accepted by Railway. In the event of a breach of (i) this Agreement, (ii) the Temporary Construction License, or (iii) the Easement, Railway may immediately terminate the Temporary Construction License or the Easement. Any such work stoppage under this provision will not give rise to any liability on the part of Railway. Railway's right to stop the work is in addition to any other rights Railway may have including, but not limited to, actions or suits for damages or lost profits. In the event that Railway desires to stop construction work on the Project, Railway agrees to immediately notify the following individual in writing:



Colt Esenwein, P.E. Stanislaus County Public Works Deputy Director 1716 Morgan Road Modesto, CA 95358-5805 (209) 525-5805

- 1.01.05 The Contractor is responsible for determining and complying with all Federal, State and Local Governmental laws and regulations, including, but not limited to environmental laws and regulations (including but not limited to the Resource Conservation and Recovery Act, as amended; the Clean Water Act, the Oil Pollution Act, the Hazardous Materials Transportation Act, CERCLA), and health and safety laws and regulations. The Contractor hereby indemnifies, defends and holds harmless Railway for, from and against all fines or penalties imposed or assessed by Federal, State and Local Governmental Agencies against the Railway which arise out of Contractor's work under this Agreement.
- 1.01.06 The Contractor must notify Stanislaus County at (209) 525-5805 and Railway's Manager Public Projects, telephone number (909) 386-4474_at least thirty (30) calendar days before commencing any work on Railway Property. Contractor's notification to Railway must refer to Railway's file BF10008209.
- 1.01.07 For any bridge demolition and/or falsework above any tracks or any excavations located with any part of the excavations located within, whichever is greater, twenty-five (25) feet of the nearest track or intersecting a slope from the plane of the top of rail on a 2 horizontal to 1 vertical slope beginning at eleven (11) feet from centerline of the nearest track, both measured perpendicular to center line of track, the Contractor must furnish the Railway five sets of working drawings showing details of construction affecting Railway Property and tracks. The working drawing must include the proposed method of installation and removal of falsework. shoring or cribbing, not included in the contract plans and two sets of structural calculations of any falsework, shoring or cribbing. For all excavation and shoring submittal plans, the current "BNSF-UPRR Guidelines for Temporary Shoring" must be used for determining the design loading conditions to be used in shoring design, and all calculations and submittals must be in accordance with the current "BNSF-UPRR Guidelines for Temporary Shoring". All submittal drawings and calculations must be stamped by a registered professional engineer licensed to practice in the state the project is located. All calculations must take into consideration railway surcharge loading and must be designed to meet American Railway Engineering and Maintenance-of-Way Association (previously known as American Railway Engineering Association) Coopers E-80 live loading standard. All drawings and calculations must be stamped by a registered professional engineer licensed to practice in the state the project is located. The Contractor must not begin work until notified by the Railway that plans have been approved. The Contractor will be required to use lifting devices such as, cranes and/or winches to place or to remove



- any falsework over Railway's tracks. In no case will the Contractor be relieved of responsibility for results obtained by the implementation of said approved plans.
- 1.01.08 Subject to the movement of Railway's trains, Railway will cooperate with the Contractor such that the work may be handled and performed in an efficient manner. The Contractor will have no claim whatsoever for any type of damages or for extra or additional compensation in the event his work is delayed by the Railway.

1.02 Contractor Safety Orientation

• 1.02.01 No employee of the Contractor, its subcontractors, agents or invitees may enter Railway Property without first having completed Railway's Engineering Contractor Safety Orientation, found on the web site www.contractororientation.com. The Contractor must ensure that each of its employees, subcontractors, agents or invitees completes Railway's Engineering Contractor Safety Orientation through internet sessions before any work is performed on the Project. Additionally, the Contractor must ensure that each and every one of its employees, subcontractors, agents or invitees possesses a card certifying completion of the Railway Contractor Safety Orientation before entering Railway Property. The Contractor is responsible for the cost of the Railway Contractor Safety Orientation. The Contractor must renew the Railway Contractor Safety Orientation annually. Further clarification can be found on the web site or from the Railway's Representative.

1.03 Railway Requirements

- 1.03.01 The Contractor must take protective measures as are necessary to keep railway facilities, including track ballast, free of sand, debris, and other foreign objects and materials resulting from his operations. Any damage to railway facilities resulting from Contractor's operations will be repaired or replaced by Railway and the cost of such repairs or replacement must be paid for by the Agency.
- 1.03.02 The Contractor must notify the Railway's Division Engineer Stephen Hedemann at (559) 285-1411 and provide blasting plans to the Railway for review seven (7) calendar days prior to conducting any blasting operations adjacent to or on Railway's Property.
- 1.03.03 The Contractor must abide by the following temporary clearances during construction:
 - 15'-0" Horizontally from centerline of nearest track
 - 21'-6" Vertically above top of rail
 - 27'-0" Vertically above top of rail for electric wires carrying less than 750



volts

- 28'-0" Vertically above top of rail for electric wires carrying 750 volts to 15,000 volts
- 30'-0" Vertically above top of rail for electric wires carrying 15,000 volts to 20,000 volts
- Vertically above top of rail for electric wires carrying more than 20,000 volts
- 1.03.04 Upon completion of construction, the following clearances shall be maintained:
 - 25' Horizontally from centerline of nearest track
 - 23' 6" Vertically above top of rail
- 1.03.05 Any infringement within State statutory clearances due to the Contractor's
 operations must be submitted to the Railway and to Stanislaus County and must not
 be undertaken until approved in writing by the Railway, and until Stanislaus County
 has obtained any necessary authorization from the State Regulatory Authority for the
 infringement. No extra compensation will be allowed in the event the Contractor's
 work is delayed pending Railway approval, and/or the State Regulatory Authority's
 approval.
- 1.03.06 In the case of impaired vertical clearance above top of rail, Railway will
 have the option of installing tell-tales or other protective devices Railway deems
 necessary for protection of Railway operations. The cost of tell-tales or protective
 devices will be borne by the Agency.
- 1.03.07 The details of construction affecting the Railway's Property and tracks not included in the contract plans must be submitted to the Railway by Stanislaus County for approval before work is undertaken and this work must not be undertaken until approved by the Railway.
- 1.03.08 At other than public road crossings, the Contractor must not move any
 equipment or materials across Railway's tracks until permission has been obtained
 from the Railway. The Contractor must obtain a "Temporary Construction Crossing
 Agreement" from the Railway prior to moving his equipment or materials across the
 Railways tracks. The temporary crossing must be gated and locked at all times when
 not required for use by the Contractor. The temporary crossing for use of the
 Contractor will be constructed and, at the completion of the project, removed at the
 expense of the Contractor.
- 1.03.09 Discharge, release or spill on the Railway Property of any hazardous substances, oil, petroleum, constituents, pollutants, contaminants, or any hazardous waste is prohibited and Contractor must immediately notify the Railway's Resource Operations Center at 1(800) 832-5452, of any discharge, release or spills in excess of a reportable quantity. Contractor must not allow Railway Property to become a



treatment, storage or transfer facility as those terms are defined in the Resource Conservation and Recovery Act or any state analogue.

1.03.10 The Contractor upon completion of the work covered by this contract, must promptly remove from the Railway's Property all of Contractor's tools, equipment, implements and other materials, whether brought upon said property by said Contractor or any Subcontractor, employee or agent of Contractor or of any Subcontractor, and must cause Railway's Property to be left in a condition acceptable to the Railway's representative.

1.04 Contractor Roadway Worker on Track Safety Program and Safety Action Plan:

• 1.04.01 Each Contractor that will perform work within 25 feet of the centerline of a track must develop and implement a Roadway Worker Protection/On Track Safety Program and work with Railway Project Representative to develop an on track safety strategy as described in the guidelines listed in the on track safety portion of the Safety Orientation. This Program must provide Roadway Worker protection/on track training for all employees of the Contractor, its subcontractors, agents or invitees. This training is reinforced at the job site through job safety briefings. Additionally, each Contractor must develop and implement the Safety Action Plan, as provided for on the web site www.contractororientation.com, which will be made available to Railway prior to commencement of any work on Railway Property. During the performance of work, the Contractor must audit its work activities. The Contractor must designate an on-site Project Supervisor who will serve as the contact person for the Railway and who will maintain a copy of the Safety Action Plan, safety audits, and Material Safety Datasheets (MSDS), at the job site.

1.05 Railway Flagger Services:

- 1.05.01 The Contractor must give Railway's Roadmaster (559) 457-7523 a minimum of thirty (30) calendar days advance notice when flagging services will be required so that the Roadmaster can make appropriate arrangements (i.e., bulletin the flagger's position). If flagging services are scheduled in advance by the Contractor and it is subsequently determined by the parties hereto that such services are no longer necessary, the Contractor must give the Roadmaster five (5) working days advance notice so that appropriate arrangements can be made to abolish the position pursuant to union requirements.
- 1.05.02 Unless determined otherwise by Railway's Project Representative, Railway flagger will be required and furnished when Contractor's work activities are located over, under and/or within twenty-five (25) feet measured horizontally from centerline of the nearest track and when cranes or similar equipment positioned beyond 25-feet from the track centerline could foul the track in the event of tip over



or other catastrophic occurrence, but not limited thereto for the following conditions:

- 1.05.02a When, upon inspection by Railway's Representative, other conditions warrant.
- 1.05.02b When any excavation is performed below the bottom of tie elevation, if, in the opinion of Railway's representative, trak or other Railway facilities may be subject to movement or settlement.
- 1.05.02c When work in any way interferes with the safe operation of trains at timetable speeds.
- 1.05.02d When any hazard is presented to Railway track, communications, signal, electrical, or other facilities either due to persons, material, equipment or blasting in the vicinity.
- 1.05.02e Special permission must be obtained from the Railway before moving heavy or cumbersome objects or equipment which might result in making the track impassable.
- 1.05.03 Flagging services will be performed by qualified Railway flaggers.
- 1.05.03a Flagging crew generally consists of one employee. However, additional personnel may be required to protect Railway Property and operations, if deemed necessary by the Railways Representative.
- 1.05.03b Each time a flagger is called, the minimum period for billing will be the eight (8) hour basic day.
- 1.05.03c The cost of flagger services provided by the Railway will be borne by Stanislaus County The estimated cost for one (1) flagger is approximately between \$800.00-\$1,600.00 for an eight (8) hour basic day with time and one-half or double time for overtime, rest days and The estimated cost for each flagger includes vacation allowance, paid holidays, Railway and unemployment insurance, public liability and property damage insurance, health and welfare benefits. vehicle, transportation, meals, lodging, radio, equipment, supervision other costs incidental to performing flagging services. Negotiations for Railway labor or collective bargaining agreements and rate changes authorized by appropriate Federal authorities may increase actual or estimated flagging rates. THE FLAGGING RATE IN PERFORMANCE EFFECT AT THE TIME OF CONTRACTOR HEREUNDER WILL BE USED TO CALCULATE THE ACTUAL COSTS OF FLAGGING PURSUANT TO PARAGRAPH.



 1.05.03d The average train traffic on this route is 30 freight trains per 24-hour period at a timetable speed 70 MPH and 12 passenger trains at a timetable speed of 79 MPH.

1.06 Contractor General Safety Requirements

- 1.06.01 Work in the proximity of railway track(s) is potentially hazardous where
 movement of trains and equipment can occur at any time and in any direction. All
 work performed by contractors within 25 feet of any track must be in compliance with
 FRA Roadway Worker Protection Regulations.
- 1.06.02 Before beginning any task on Railway Property, a thorough job safety briefing must be conducted with all personnel involved with the task and repeated when the personnel or task changes. If the task is within 25 feet of any track, the job briefing must include the Railway's flagger, as applicable, and include the procedures the Contractor will use to protect its employees, subcontractors, agents or invitees from moving any equipment adjacent to or across any Railway track(s).
- 1.06.03 Workers must not work within 25 feet of the centerline of any track without an on track safety strategy approved by the Railway's Project Representative. When authority is provided, every contractor employee must know: (1) who the Railway flagger is, and how to contact the flagger, (2) limits of the authority, (3) the method of communication to stop and resume work, and (4) location of the designated places of safety. Persons or equipment entering flag/work limits that were not previously job briefed, must notify the flagger immediately, and be given a job briefing when working within 25 feet of the center line of track.
- 1.06.04 When Contractor employees are required to work on the Railway Property
 after normal working hours or on weekends, the Railway's representative in charge
 of the project must be notified. A minimum of two employees must be present at all
 times
- 1.06.05 Any employees, agents or invitees of Contractor or its subcontractors under suspicion of being under the influence of drugs or alcohol, or in the possession of same, will be removed from the Railway's Property and subsequently released to the custody of a representative of Contractor management. Future access to the Railway's Property by that employee will be denied.
- 1.06.06 Any damage to Railway Property, or any hazard noticed on passing trains
 must be reported immediately to the Railway's representative in charge of the
 project. Any vehicle or machine which may come in contact with track, signal
 equipment, or structure (bridge) and could result in a train derailment must be
 reported immediately to the Railway representative in charge of the project and to
 the Railway's Resource Operations Center at 1(800) 832-5452. Local emergency
 numbers are to be obtained from the Railway representative in charge of the project



prior to the start of any work and must be posted at the job site.

- 1.06.07 For safety reasons, all persons are prohibited from having pocket knives, firearms or other deadly weapons in their possession while working on Railway's Property.
- 1.06.08 All personnel protective equipment (PPE) used on Railway Property must meet applicable OSHA and ANSI specifications. Current Railway personnel protective equipment requirements listed on web are the www.contractororientation.com, however, a partial list of the requirements include: a) safety glasses with permanently affixed side shields (no yellow lenses); b) hard hats; c) safety shoe with: hardened toes, above-the-ankle lace-up and a defined heel; and d) high visibility retro-reflective work wear. The Railway's representative in charge of the project is to be contacted regarding local specifications for meeting requirements relating to hi-visibility work wear. Hearing protection, fall protection, gloves, and respirators must be worn as required by State and Federal regulations. (NOTE - Should there be a discrepancy between the information contained on the web site and the information in this paragraph, the web site will govern.)
- 1.06.09 THE CONTRACTOR MUST NOT PILE OR STORE ANY MATERIALS, MACHINERY OR EQUIPMENT CLOSER THAN 25'-0" TO THE CENTER LINE OF THE NEAREST RAILWAY TRACK. MATERIALS, MACHINERY OR EQUIPMENT MUST NOT BE STORED OR LEFT WITHIN 250 FEET OF ANY HIGHWAY/RAIL AT-GRADE CROSSINGS OR TEMPORARY CONSTRUCTION CROSSING, WHERE STORAGE OF THE SAME WILL OBSTRUCT THE VIEW OF A TRAIN APPROACHING THE CROSSING. PRIOR TO BEGINNING WORK, THE CONTRACTOR MUST ESTABLISH A STORAGE AREA WITH CONCURRENCE OF THE RAILWAY'S REPRESENTATIVE.
- 1.06.10 Machines or vehicles must not be left unattended with the engine running. Parked machines or equipment must be in gear with brakes set and if equipped with blade, pan or bucket, they must be lowered to the ground. All machinery and equipment left unattended on Railway's Property must be left inoperable and secured against movement. (See internet Engineering Contractor Safety Orientation program for more detailed specifications)
- 1.06.11 Workers must not create and leave any conditions at the work site that would interfere with water drainage. Any work performed over water must meet all Federal, State and Local regulations.
- 1.06.12 All power line wires must be considered dangerous and of high voltage unless informed to the contrary by proper authority. For all power lines the minimum clearance between the lines and any part of the equipment or load must be; 200 KV or below 15 feet; 200 to 350 KV 20 feet; 350 to 500 KV 25 feet; 500 to 750 KV 35 feet; and 750 to 1000 KV 45 feet. If capacity of the line is not known, a



minimum clearance of 45 feet must be maintained. A person must be designated to observe clearance of the equipment and give a timely warning for all operations where it is difficult for an operator to maintain the desired clearance by visual means.

1.07 Excavation:

- 1.07.01 Before excavating, the Contractor must determine whether any underground pipe lines, electric wires, or cables, including fiber optic cable systems are present and located within the Project work area. The Contractor must determine whether excavation on Railway's Property could cause damage to buried cables resulting in delay to Railway traffic and disruption of service to users. Delays and disruptions to service may cause business interruptions involving loss of revenue and profits. Before commencing excavation, the Contractor must contact BNSF's Engineering Representative (209) 460-6175. All underground and overhead wires will be considered HIGH VOLTAGE and dangerous until verified with the company having ownership of the line. It is the Contractor's responsibility to notify any other companies that have underground utilities in the area and arrange for the location of all underground utilities before excavating.
- 1.07.02 The Contractor must cease all work and notify the Railway immediately before continuing excavation in the area if obstructions are encountered which do not appear on drawings. If the obstruction is a utility and the owner of the utility can be identified, then the Contractor must also notify the owner immediately. If there is any doubt about the location of underground cables or lines of any kind, no work must be performed until the exact location has been determined. There will be no exceptions to these instructions.
- 1.07.03 All excavations must be conducted in compliance with applicable OSHA regulations and, regardless of depth, must be shored where there is any danger to tracks, structures or personnel.
- 1.07.04 Any excavations, holes or trenches on the Railway's Property must be covered, guarded and/or protected when not being worked on. When leaving work site areas at night and over weekends, the areas must be secured and left in a condition that will ensure that Railway employees and other personnel who may be working or passing through the area are protected from all hazards. All excavations must be back filled as soon as possible.

1.08 Hazardous Waste, Substances and Material Reporting:

 1.08.01 If Contractor discovers any hazardous waste, hazardous substance, petroleum or other deleterious material, including but not limited to any non-containerized commodity or material, on or adjacent to Railway's Property, in or near any surface water, swamp, wetlands or waterways, while performing any work



under this Agreement, Contractor must immediately: (a) notify the Railway's Resource Operations Center at 1(800) 832-5452, of such discovery: (b) take safeguards necessary to protect its employees, subcontractors, agents and/or third parties: and (c) exercise due care with respect to the release, including the taking of any appropriate measure to minimize the impact of such release.

1.09 Personal Injury Reporting

• 1.09.01 The Railway is required to report certain injuries as a part of compliance with Federal Railroad Administration (FRA) reporting requirements. Any personal injury sustained by an employee of the Contractor, subcontractor or Contractor's invitees while on the Railway's Property must be reported immediately (by phone mail if unable to contact in person) to the Railway's representative in charge of the project. The Non-Employee Personal Injury Data Collection Form contained herein is to be completed and sent by Fax to the Railway at 1(817) 352-7595 and to the Railway's Project Representative no later than the close of shift on the date of the injury.





NON-EMPLOYEE PERSONAL INJURY DATA COLLECTION

(If injuries are in connection with rail equipment accident/incident, highway rail grade crossing accident or automobile accident, ensure that appropriate information is obtained, forms completed and that data entry personnel are aware that injuries relate to that specific event.)

Injured Person Type:		
Passenger on train (C)	Non-employee (N) (i.e., emp of another railroad, or. company vehicles)	nan-BNSF amp involvad in vehicle accident, including
Contractor/safety sensitive (F)	Contractor/non-safety s	ensitive (G)
Volunteer/safety sensitive (H)	Volunteer/other non-saf	ety sensitive (I)
Non-trespasser (D) - to include go around or through gates	highway users involved in highwa	y rail grade crossing accidents who did not
Trespasser (E) - to include his around or through gates	ghway users involved in highwa	y rail grade crossing accidents who went
Non-trespasser (J) - Off railroad	l property	
lf train involved, Train 10:		
Transmit attached information to Accident Fax 1-817-352-7595 or by Phone I-		to: <u>Accident-Reporting.Center@BNSF.com</u>
Officer Providing Information:		
(Name)	(Employee No.)	(Phone #)

REPORT PREPARED TO COMPLY WITH FEDERAL ACCIDENT REPORTING REQUIREMENTS AND PROTECTED FROM DISCLOSURE PURSUANT TO 49 U.S.C. 20903 AND 83 U.S.C. 490

NON-EMPLOYEE PERSONAL INJURY DATA COLLECTION

INFORMATION REQUIRED TO BE COLLECTED PURSUANT TO FEDERAL REGULATION. IT SHOULD BE USED FOR COMPLIANCE WITH FEDERAL REGULATIONS ONLY AND IT IS NOT INTENDED TO PRESUME ACCEPTANCE OF RESPONSIBILITY OR LIABILITY.

I. Accident City/St:	2. Date:		Time:	
County:	3. Temperature		4. Weather:	
(if non BNSF location)			=.	
Mile Post / Line Segment:				
5. Oriver's License No (and state) or other IO:		SSN (required)	1	
G. Name (last, first, mi):				
7. Address:	City:	St:	Zip:	
8. Date of Birth:	end/or Age: (if available)	Gender:		
Thane Number:	Employer:			
9. Injury:	I	D. Body Part:		
(i.e., Laceration, etc	1.)	(i.e	., Hand, etc.)	
II. Description of Accident (To include location, action, result	, etc.):			
12. Treatment:				
First Aid Only				
Required Medical Treatment				
Other Medical Treatment				
13. Dr. Name:		Date:		
14. Or. Address:				
Street:	City:	St:	Zip:	
15. Hospital Name:				
IG. Hospital Address:				
Street:	City:	St:	Zip:	
17. Diagnosis:				

EXHIBIT "C-1"

Agreement Between BNSF RAILWAY COMPANY and the CONTRACTOR

Agency Project: Hatch Road Widening Project

(hereinafter called "Contractor"), has entered into an agreement (hereinafter called "Agreement") dated ______, 201_, with Stanislaus County for the performance of certain work in connection with the following project: Hatch Road Widening. Performance of such work will necessarily require Contractor to enter BNSF RAILWAY COMPANY (hereinafter called "Railway") right of way and property (hereinafter called "Railway Property"). The Agreement provides that no work will be commenced within Railway Property until the Contractor employed in connection with said work for Stanislaus County (i) executes and delivers to Railway an Agreement in the form hereof, and (ii) provides insurance of the coverage and limits

Accordingly, in consideration of Railway granting permission to Contractor to enter upon Railway Property and as an inducement for such entry, Contractor, effective on the date of the Agreement, has agreed and does hereby agree with Railway as follows:

specified in such Agreement and Section 3 herein. If this Agreement is executed by a party who is not the Owner, General Partner, President or Vice President of Contractor, Contractor must furnish evidence to Railway certifying that the signatory is empowered

1) RELEASE OF LIABILITY AND INDEMNITY

to execute this Agreement on behalf of Contractor.

BF10008209

Railway File:

Contractor hereby waives, releases, indemnifies, defends and holds harmless Railway for all judgments, awards, claims, demands, and expenses (including attorneys' fees), for injury or death to all persons, including Railway's and Contractor's officers and employees, and for loss and damage to property belonging to any person, arising in any manner from Contractor's or any of Contractor's subcontractors' acts or omissions or any work performed on or about Railway's property or right-of-way. THE LIABILITY ASSUMED BY CONTRACTOR WILL NOT BE AFFECTED BY THE FACT, IF IT IS A FACT, THAT THE DESTRUCTION, DAMAGE, DEATH, OR INJURY WAS OCCASIONED BY OR CONTRIBUTED TO BY THE NEGLIGENCE OF RAILWAY, ITS AGENTS, SERVANTS, EMPLOYEES OR OTHERWISE, EXCEPT TO THE EXTENT THAT SUCH CLAIMS ARE PROXIMATELY

CAUSED BY THE WILLFUL MISCONDUCT OR SOLE NEGLIGENCE OF RAILWAY.

THE INDEMNIFICATION OBLIGATION ASSUMED BY CONTRACTOR INCLUDES ANY CLAIMS, SUITS OR JUDGMENTS BROUGHT AGAINST RAILWAY UNDER THE FEDERAL EMPLOYEE'S LIABILITY ACT, INCLUDING CLAIMS FOR STRICT LIABILITY UNDER THE SAFETY APPLIANCE ACT OR THE LOCOMOTIVE INSPECTION ACT, WHENEVER SO CLAIMED.

Contractor further agrees, at its expense, in the name and on behalf of Railway, that it will adjust and settle all claims made against Railway, and will, at Railway's discretion, appear and defend any suits or actions of law or in equity brought against Railway on any claim or cause of action arising or growing out of or in any manner connected with any liability assumed by Contractor under this Agreement for which Railway is liable or is alleged to be liable. Railway will give notice to Contractor, in writing, of the receipt or dependency of such claims and thereupon Contractor must proceed to adjust and handle to a conclusion such claims, and in the event of a suit being brought against Railway, Railway may forward summons and complaint or other process in connection therewith to Contractor, and Contractor, at Railway's discretion, must defend, adjust, or settle such suits and protect, indemnify, and save harmless Railway from and against all damages, judgments, decrees, attorney's fees, costs, and expenses growing out of or resulting from or incident to any such claims or suits.

In addition to any other provision of this Agreement, in the event that all or any portion of this Article shall be deemed to be inapplicable for any reason, including without limitation as a result of a decision of an applicable court, legislative enactment or regulatory order, the parties agree that this Article shall be interpreted as requiring Contractor to indemnify Railway to the fullest extent permitted by applicable law. THROUGH THIS AGREEMENT THE PARTIES EXPRESSLY INTEND FOR CONTRACTOR TO INDEMNIFY RAILWAY FOR RAILWAY'S ACTS OF NEGLIGENCE.

It is mutually understood and agreed that the assumption of liabilities and indemnification provided for in this Agreement survive any termination of this Agreement.

2) TERM

This Agreement is effective from the date of the Agreement until (i) the completion of the project set forth herein, and (ii) full and complete payment to Railway of any and all sums or other amounts owing and due hereunder.

3) **INSURANCE**

Contractor shall, at its sole cost and expense, procure and maintain during the life of this Agreement the following insurance coverage:

- A. Commercial General Liability insurance. This insurance shall contain broad form contractual liability with a combined single limit of a minimum of \$2,000,000 each occurrence and an aggregate limit of at least \$4,000,000 but in no event less than the amount otherwise carried by the Contractor. Coverage must be purchased on a post 2004 ISO occurrence form or equivalent and include coverage for, but not limit to the following:
 - Bodily Injury and Property Damage
 - Personal Injury and Advertising Injury
 - Fire legal liability
 - Products and completed operations

This policy shall also contain the following endorsements, which shall be indicated on the certificate of insurance:

- The definition of insured contract shall be amended to remove any exclusion or other limitation for any work being done within 50 feet of railroad property.
- Waver of subrogation in favor of and acceptable to Railway.
- Additional insured endorsement in favor of and acceptable to Railway.
- Separation of insureds.
- ◆ The policy shall be primary and non-contributing with respect to any insurance carried by Railway.

It is agreed that the workers' compensation and employers' liability related exclusions in the Commercial General Liability insurance policy(s) required herein are intended to apply to employees of the policy holder and shall not apply to *Railway* employees.

No other endorsements limiting coverage as respects obligations under this Agreement may be included on the policy with regard to the work being performed under this agreement.

- B. Business Automobile Insurance. This insurance shall contain a combined single limit of at least \$1,000,000 per occurrence, and include coverage for, but not limited to the following:
 - Bodily injury and property damage
 - Any and all vehicles owned, used or hired

The policy shall also contain the following endorsements or language, which shall be indicated on the certificate of insurance:

- Waiver of subrogation in favor of and acceptable to Railway.
- Additional insured endorsement in favor of and acceptable to Railway.
- Separation of insureds.
- The policy shall be primary and non-contributing with respect to any insurance carried by Railway.
- C. Workers Compensation and Employers Liability insurance including coverage for, but not limited to:
 - Contractor's statutory liability under the worker's compensation laws of the state(s) in which the work is to be performed. If optional under State law, the insurance must cover all employees anyway.
 - Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 by disease policy limit, \$500,000 by disease each employee.

This policy shall also contain the following endorsements or language, which shall be indicated on the certificate of insurance:

- Waiver of subrogation in favor of and acceptable to Railway.
- D. Railroad Protective Liability insurance naming only the *Railway* as the Insured with coverage of at least \$2,000,000 per occurrence and \$6,000,000 in the aggregate. The policy Must be issued on a standard ISO form CG 00 35 12 04 and include the following:
 - Endorsed to include the Pollution Exclusion Amendment
 - Endorsed to include the Limited Seepage and Pollution Endorsement.
 - Endorsed to remove any exclusion for punitive damages.
 - No other endorsements restricting coverage may be added.
 - ◆ The original policy must be provided to the Railway prior to performing any work or services under this Agreement
 - Definition of "Physical Damage to Property" shall be endorsed to read: "means direct and accidental loss of or damage to all property owned by any named insured and all property in any named insured' care, custody, and control arising out of the acts or omissions of the contractor named on the Declarations.

In lieu of providing a Railroad Protective Liability Policy, Licensee may participate (if available) in Railway's Blanket Railroad Protective Liability Insurance Policy.

Other Requirements:

Where allowable by law, all policies (applying to coverage listed above) shall contain no exclusion for punitive damages.

Contractor agrees to waive its right of recovery against *Railway* for all claims and suits against *Railway*. In addition, its insurers, through the terms of the policy or policy endorsement, waive their right of subrogation against *Railway* for all claims and suits. Contractor further waives its right of recovery, and its insurers also waive their right of subrogation against *Railway* for loss of its owned or leased property or property under Contractor's care, custody or control.

Allocated Loss Expense shall be in addition to all policy limits for coverages referenced above.

Contractor is not allowed to self-insure without the prior written consent of *Railway*. If granted by *Railway*, any self-insured retention or other financial responsibility for claims shall be covered directly by Contractor in lieu of insurance. Any and all *Railway* liabilities that would otherwise, in accordance with the provisions of this Agreement, be covered by Contractor's insurance will be covered as if Contractor elected not to include a deductible, self-insured retention or other financial responsibility for claims.

Prior to commencing services, Contractor shall furnish to *Railway* an acceptable certificate(s) of insurance from an authorized representative evidencing the required coverage(s), endorsements, and amendments. The certificate should be directed to the following address:

BNSF Railway Company
c/o CertFocus
P.O. Box 140528
Kansas City, MO 64114
Toll Free: 877-576-2378
Fax number: 817-840-7487
Email: BNSF@certfocus.com
www.certfocus.com

Contractor shall notify *Railway* in writing at least 30 days prior to any cancellation, non-renewal, substitution or material alteration.

Any insurance policy shall be written by a reputable insurance company acceptable to *Railway* or with a current Best's Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the service is to be provided.

If coverage is purchased on a "claims made" basis, Contractor hereby agrees to maintain coverage in fo for a minimum of t' ree years after expiration,

cancellation or termination of this Agreement. Annually Contractor agrees to provide evidence of such coverage as required hereunder.

Contractor represents that this Agreement has been thoroughly reviewed by Contractor's insurance agent(s)/broker(s), who have been instructed by Contractor to procure the insurance coverage required by this Agreement.

Not more frequently than once every five years, *Railway* may reasonably modify the required insurance coverage to reflect then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.

If any portion of the operation is to be subcontracted by Contractor, Contractor shall require that the subcontractor shall provide and maintain insurance coverage(s) as set forth herein, naming *Railway* as an additional insured, and shall require that the subcontractor shall release, defend and indemnify *Railway* to the same extent and under the same terms and conditions as Contractor is required to release, defend and indemnify *Railway* herein.

Failure to provide evidence as required by this section shall entitle, but not require, *Railway* to terminate this Agreement immediately. Acceptance of a certificate that does not comply with this section shall not operate as a waiver of Contractor's obligations hereunder.

The fact that insurance (including, without limitation, self-insurance) is obtained by Contractor shall not be deemed to release or diminish the liability of Contractor including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by *Railway* shall not be limited by the amount of the required insurance coverage.

In the event of a claim or lawsuit involving *Railway* arising out of this agreement, Contractor will make available any required policy covering such claim or lawsuit.

These insurance provisions are intended to be a separate and distinct obligation on the part of the Contractor. Therefore, these provisions shall be enforceable and Contractor shall be bound thereby regardless of whether or not indemnity provisions are determined to be enforceable in the jurisdiction in which the work covered hereunder is performed.

For purposes of this section, *Railway* shall mean "Burlington Northern Santa Fe LLC", "BNSF Railway Company" and the subsidiaries, successors, assigns and affiliates of each.

4) SALES AND OTHER TAXES

In the event applicable sales taxes of a state or political subdivision of a state of the United States are levied or assessed in connection with and directly related to any amounts invoiced by Contractor to Railway ("Sales Taxes"), Railway shall be responsible for paying only the Sales Taxes that Contractor separately states on the invoice or other billing documents provided to Railway, provided, however, that (i) nothing herein shall preclude Railway from claiming whatever Sales Tax exemptions are applicable to amounts Contractor bills Railway, (ii) Contractor shall be responsible for all sales, use, excise, consumption, services and other taxes which may accrue on all services, materials, equipment, supplies or fixtures that Contractor and its subcontractors use or consume in the performance of this Agreement, (iii) Contractor shall be responsible for Sales Taxes (together with any penalties, fines or interest thereon) that Contractor fails to separately state on the invoice or other billing documents provided to Railway or fails to collect at the time of payment by Railway of invoiced amounts (except where Railway claims a Sales Tax exemption), and (iv) Contractor shall be responsible for Sales Taxes (together with any penalties, fines or interest thereon) if Contractor fails to issue separate invoices for each state in which Contractor delivers goods, provides services or, if applicable, transfers intangible rights to Railway.

Upon request, Contractor shall provide Railway satisfactory evidence that all taxes (together with any penalties, fines or interest thereon) that Contractor is responsible to pay under this Agreement have been paid. If a written claim is made against Contractor for Sales Taxes with respect to which Railway may be liable for under this Agreement, Contractor shall promptly notify Railway of such claim and provide Railway copies of all correspondence received from the taxing authority. Railway shall have the right to contest, protest, or claim a refund, in Railway's own name, any Sales Taxes paid by Railway to Contractor or for which Railway might otherwise be responsible for under this Agreement; provided, however, that if Railway is not permitted by law to contest any such Sales Tax in its own name, Contractor shall, if requested by Railway at Railway's sole cost and expense, contest in Contractor's own name the validity, applicability or amount of such Sales Tax and allow Railway to control and conduct such contest.

Railway retains the right to withhold from payments made under this Agreement amounts required to be withheld under tax laws of any jurisdiction. If Contractor is claiming a withholding exemption or a reduction in the withholding rate of any jurisdiction on any payments under this Agreement, before any payments are made (and in each succeeding period or year as required by law), Contractor agrees to furnish to Railway a properly completed exemption form prescribed by such jurisdiction. Contractor shall be responsible for any taxes, interest or penalties assessed against Railway with respect to withholding taxes that Railway does not withhold from payments to Contractor.

5) EXHIBIT "C" CONTRACTOR REQUIREMENTS

The Contractor must observe and comply with all provisions, obligations, requirements and limitations contained in the Agreement, and the Contractor Requirements set forth on Exhibit "C" attached to the Agreement and this Agreement, including, but not be limited to, payment of all costs incurred for any damages to Railway roadbed, tracks, and/or appurtenances thereto, resulting from use, occupancy, or presence of its employees, representatives, or agents or subcontractors on or about the construction site. Contractor shall execute a Temporary Construction Crossing Agreement or Private Crossing Agreement (http://www.bnsf.com/communities/fags/permits-real-estate/), for any temporary crossing requested to aid in the construction of this Project, if approved by BNSF.

6) TRAIN DELAY

Contractor is responsible for and hereby indemnifies and holds harmless Railway (including its affiliated railway companies, and its tenants) for, from and against all damages arising from any unscheduled delay to a freight or passenger train which affects Railway's ability to fully utilize its equipment and to meet customer service and contract obligations. Contractor will be billed, as further provided below, for the economic losses arising from loss of use of equipment, contractual loss of incentive pay and bonuses and contractual penalties resulting from train delays, whether caused by Contractor, or subcontractors, or by the Railway performing work under this Agreement. Railway agrees that it will not perform any act to unnecessarily cause train delay.

For loss of use of equipment, Contractor will be billed the current freight train hour rate per train as determined from Railway's records. Any disruption to train traffic may cause delays to multiple trains at the same time for the same period.

Additionally, the parties acknowledge that passenger, U.S. mail trains and certain other grain, intermodal, coal and freight trains operate under incentive/penalty contracts between Railway and its customer(s). Under these arrangements, if Railway does not meet its contract service commitments, Railway may suffer loss of performance or incentive pay and/or be subject to penalty payments. Contractor is responsible for any train performance and incentive penalties or other contractual economic losses actually incurred by Railway which are attributable to a train delay caused by Contractor or its subcontractors.

The contractual relationship between Railway and its customers is proprietary and confidential. In the event of a train delay covered by this Agreement, Railway will share information relevant to any train delay to the extent consistent with Railway confidentiality obligations. The rate then in effect at the time of performance by the Contractor hereunder will be used to calculate the actual costs of train delay pursuant to this agreement.

Contractor and its subcontractors must give Railway's representative Yasmin Ara (909) 386-4075 three (3) weeks advance notice of the times and dates for proposed work windows. Railway and Contractor will establish mutually agreeable work windows for the project. Railway has the right at any time to revise or change the work windows due to train operations or service obligations. Railway will not be responsible for any additional costs or expenses resulting from a change in work windows. Additional costs or expenses resulting from a change in work windows shall be accounted for in Contractor's expenses for the project.

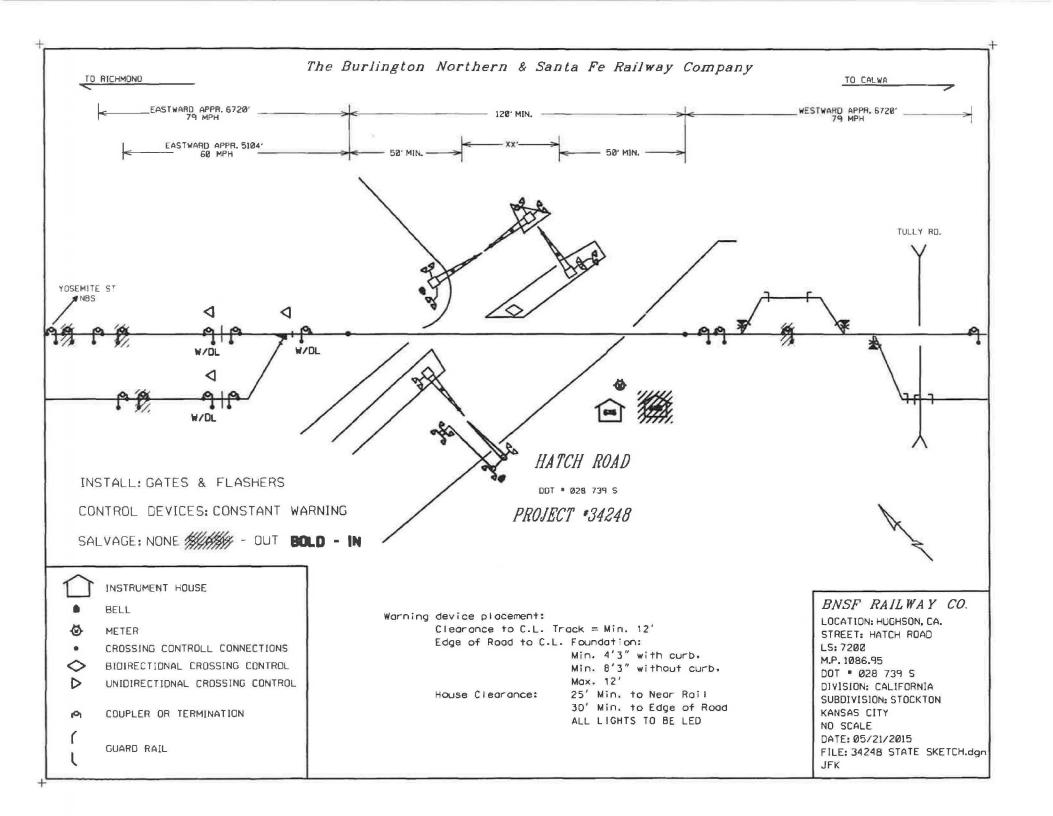
Contractor and subcontractors must plan, schedule, coordinate and conduct all Contractor's work so as to not cause any delays to any trains.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its duly authorized officer the day and year first above written.

Contractor	BNSF Railway Company
Ву:	Ву:
Printed Name:	Name: <u>Jason L. Sanchez</u> Manager Public Projects
Title:	Accepted and effective thisday of 20
Contact Person:	——————————————————————————————————————
Address:	
City:	
State: Zip:	
Fax:	
Phone:	:
E-mail:	

Exhibit D

BNSF Cost Estimates



**** MAINTAIN PROPRIETARY CONFIDENTIALITY *****

BNSF RAILWAY COMPANY FIIPM ESTIMATE FOR STATE OF CALIFORNIA

LOCATION HUGHSON TO EAST EMPIRE DETAILS OF ESTIMATE PLAN (TEM 000221837 VERSION 2

PURPOSE, JUSTIFICATION AND DESCRIPTION

INSTALL CONSTANT WARNING AND (5) FLASHERS WITH GATES AND (1) CANTILLEVER AT HATCH RD IN HUGHSON, CA-CALIFORNIA DIV., STOCKTON SUBDIV., U.S 7200, M-P. 1086-95, DOT # 0287398 SEQ. #34248

MONTHLY POWER UTILITY COST CENTER 61692

THE MATERIAL LIST BELOW REFLECTS TYPICAL REPRESENTATIVE PACKAGES USED FOR ESTIMATING PURPOSES ONLY

THEY CAN BE EXPECTED TO CHANGE AFTER THE ENGINEERING PROCESS. DETAILED, AND ACCURATE MATERIAL LISTS, WILL BE FURNISHED WHEN ENGINEERING IS COMPLETED.

CONTINUING CONTRACTS HAVE BEEN ESTABLISHED FOR PORTIONS OF SIGNAL WORK ON THE BISE RAIL ROAD

THIS ESTIMATE IS GOOD FOR 90 DAYS. THEREAFTER THE ESTIMATE IS SUBJECT TO CHANGE IN COST FOR LABOR, MATERIAL, AND OVERHEAD

THE STATE OF CALIFORNIA IS FUNDING THIS PROJECT 100%

MAINTAIN PROPRIETARY CONFIDENTIALITY PRIMARY FUNDING SOURCE IS FHWA ** BUY AMERICA(N) APPLIES **

DESCRIPTION	QUANTITY U/M	COST	TOTAL \$

LABOR			

ELECTRICAL LABOR F/POWER TRANS SYS	108 O MH	3,039	
SIGNAL FIELD LABOR - CAP	2520 0 MH	87,182	
SIGNAL SHOP LABOR - CAP	1440 MH	4,349	
PAYROLL ASSOCIATED COSTS		62,386	
DA OVERHEADS		94,247	
EQUIPMENT EXPENSES		\$1,359	
INSURANCE EXPENSES		15,877	
TOTAL LABOR COST		318,439	318,439

MATERIAL			

BATTERY	10 LS N	14,048	
BUNGALOW 6X6	I O EA N	6,962	
BUNGALOW MATERIAL	TO LS N	7.130	
CABLE	10 LS N	17,518	
CABLE, DAX	4000 O FT N	10,530	
CANTILEVER COMPLETE	10 EA N	17.719	
CHARGERS	1.0 LS N	863	
CONDUCT. PVC 4*, SCH 80	150 0 FT N	506	
CONSTANT WARNING	I U EA N	29,234	
FIELD MATERIAL	10 LS N	9,240	
FILL DIRT	20 0 CY N	500	
FOUNDATION, STEEL	50 EA N	3,645	
GATE KEEPER	50 EA N	9,820	
GATE MECHANISM	50 EA N	30,625	
HAWK 48 DIM	LO EA N	1,450	
INDUCTOR, DUMMY LOAD	JO EA N	2,460	
JUNCTION BOX, PREEMPTION	IO EA N	325	
LED LIGHT	22 0 FA N	4,510	
LED LIGHT GATE KIT	50 EA N	945	
LIGHT OUT DETECTOR	20 EA N	2,046	
MATERIAL FOR ELECTRICAL	1 0 EA	1,500	
RECORDER	LO EA N	3,625	
RELAY	20 EA N	1,500	
RELAY, DAX	40 EA N	2,308	
SHUNT, NBS	90 EA N	9,810	
SIDELIGHT ASSY ONE WAY W. CAN'T	30 EA N	2,397	
SIDELIGIT ASSY TWO WAY WE CANT	10 EA N	1.230	
SURFACE ROCK	200 CY N	500	

TELLULAR DEVICE	1.0 EA N	3,052	
MATERIAL HANDLING		7.5	
USE TAX		17,273	
OFFLINE TRANSPORTATION	<u></u>	2,453	
TOTAL MATERIAL COST		215,789	215,789
OTHER			
AC POWER SERVICE	LO EA	5,000	
CONTRACT ENGINEERING	LO LS N	20,000	
DIRECTIONAL BORE	200 0 FT N	10,000	
TOTAL OTHER ITEMS COST		35,000	35,000
PROJECT SUBTOTAL			569,228
CONTINGENCIES			56,922
BILL PREPARATION FEE			6,262
GROSS PROJECT COST			632,412
LESS COST PAID BY BNSF			U
TOTAL BILLABLE COST			632,412

***** MAINTAIN PROPRIETARY CONFIDENTIALITY *****

BNSF RAILWAY COMPANY FIRM ESTIMATE FOR STANISLAUS COUNTY

LOCATION BAST EMPIRE DETAILS OF ESTIMATE PLANTIEM 000124970 VERSION 2

PURPOSE, JUSTIFICATION AND DESCRIPTION

DESCRIPTION OF PROJECT AS PROVIDED BY PROJECT ENGINEER DTD
BNSF PUBLIC PROJECTS IS ENTERING INTO AN AGREEMENT WITH STANISLAUS COUNTY TO EXTEND CROSSING FROM 47 FT. TO 136 FT
CROSSING SURFACE UPGRADED TO CONCRETE

BILLING FOR THIS PROJECT SHOULD BE DIRECTED TO STANISLAUS COUNTY

MAINTAIN PROPRIETARY CONFIDENTIALITY

THE PHYSICAL LIMITS OF THIS PROJECT ARE DESCRIBED BY LINE SEGMENT, MILE POST RANGES, AND IN SOME CASES TRACK NUMBER. THIS IS THE PRIMARY AREA FOR THE PROJECT. THERE WILL BE CASES WHERE WORK MAY OCCUR BEYOND THE DEFINED LIMITS.

PROJECTS THAT INCLUDE SIGNAL, ELECTRICAL, OR TELECOMMUNICATION EQUIPMENT MAY REQUIRE ACTIVITY BEYOND THESE DEFINED TRACK LIMITS. ALL OR PORTIONS OF SOME PROJECTS MAY OCCUR IN AREAS WHERE NO MILEPOST SIGNS EXIST SUCH AS YARDS.

THIS ESTIMATE IS GOOD FOR 90 DAYS. THEREAFTER THE ESTIMATE IS SUBJECT TO CHANGE IN COST FOR LABOR, MATERIAL, AND OVERHEAD.

UPDATED TO 2015 PER JASON L. SANCHEZ 5/21/15

PRIMARY FUNDING SOURCE IS FRWA

** BUY AMERICA(N) APPLIES **

DESCRIPTION	QUANTITY U/M	COST	TOTAL \$

LABOR			

PLACE FIELD WELDS - CAP	128 64 MH	4,251	
REPLACE PUBLIC CROSSING - TOTAL REHAB	364 48 MH	11,401	
SIGNAL FIELD LABOR - CAP	60 3 MH	2,108	
SURFACE TRACK - REPLACEMENT - CAP	32 16 MH	1,049	
UNLOAD BALLAST - REPLACEMENT - CAP	24 12 MH	755	
UNLOAD CROSSING MATERIAL - PUBLIC - CAP	91 12 MH	2,851	
PAYROLL ASSOCIATED COSTS		14,785	
DA OVERHEADS		19,395	
EQUIPMENT EXPENSES		12,170	
INSURANCE EXPENSES	_	3,760	
TOTAL LABOR COST		72.525	72,525

MATERIAI.			
ASPHALT IN PLACE PER TON	410 NT **	5,910	
BALLAST, FOR GENERIC USE ONLY	300 0 NT **	2,628	
TRACK PANEL, 136 STANDARD RAIL, 40 FT- 10 FT TIES-	50 EA **	27,495	
WELDKIT, GENERIC FOR ALL RAIL WEIGHTS	120 KT	814	
CONC 136 08-SEC WITH FILLER FOR 10' WOOD TIES **	136 0 FT	21,692	
CONCRETE XING RAMP AND PANEL RESTRAINT,	1 ti ST	110	
SIGNAL MATERIAL	57 DAY	8.55	
MATERIAL HANDLING		2,976	
ONLINE TRANSPORTATION		4,650	
USETAX		5,254	
OFFLINE TRANSPORTATION	_	715	
TOTAL MATERIAL COST		71,199	73,199
E + 0 = 0 + 0 + 0 0			
OTHER			
LEASED EQUIPMENT WITH OPERATOR	57 DAY	8,550	
TOTAL OTHER ITEMS COST		8,550	N, 550

PROJECT SUBTOTAL	154,274
CONTINGENCIES	14,728
BILL PREPARATION FUE	1,641
GROSS PROJECT COST	170,693
LESS COST PAID BY BNSF	0
TOTAL BILLABLE COST	170,693

ATTACHMENT D

State Prevailing Wage Rates

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: # ASBESTOS WORKER, HEAT AND FROST INSULATOR

DETERMINATION: NC-3-16-1-2015-2 **ISSUE DATE:** August 22, 2015

EXPIRATION DATE OF DETERMINATION: July 31, 2016* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director – Research Unit at (415) 703-4774 for the new rates after ten days after the expiration date if no subsequent determination is issued.

			Employer Payments					Straight-Time		Overtime Hourly Rate	
Classification (Journeyperson)	Basic Hourly Rate	Health and Welfare	Pension	Vacation/ Holiday	Training	Other Payments	Hours	Total Hourly Rate	1-1/2X	2X	
AREA 1 Mechanic	a\$61.03	\$13.00	\$7.61 ^b	c	\$0.85	d\$0.23	8	\$82.72	e\$113.235	f\$143.75	
AREA 2 Mechanic	a\$46.13	\$13.00	\$7.61 ^b	c	\$0.85	d\$0.23	8	\$67.82	e\$90.885	f\$113.95	

AREA 1 - Alameda, Contra Costa, Marin, Napa, San Benito, San Francisco, San Mateo, Santa Clara, Solano, and Sonoma.

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

DETERMINATION: NC-3-16-3-2015-1

ISSUE DATE: February 22, 2015

EXPIRATION DATE OF DETERMINATION: December 31, 2015** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.

LOCALITY: Mono and all Northern California Counties

Hazardous Material Handler Mechanic	g32.38	6.31	1.25	с	0.30	^h 0.08	8	40.32	ⁱ 56.51	^j 72.70
Hazardous Material Handler Worker ^k	g23.16	6.31	-	-	0.30	10.06	8	29.83	i41.41	^j 52.99

[#] Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet at http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at http://www.dir.ca.gov/das/das.html.

NOTE: Asbestos Removal Workers must be trained and the work conducted according to the Code of Federal Regulations 29 CFR 1926.58, the California Labor Code 6501.5 and the California Code of Regulations, Title 8, Section 5208. Contractors must be certified by the Contractors' State License Board and registered with the Division of Occupational Safety and Health (DOSH). For further information, contact the Asbestos Contractors Abatement Registration Unit, DOSH at (510) 286-7362.

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

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at http://www.dir.ca.gov/OPRL/PWD. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

^a Includes amount withheld for dues check off and for vacation.

^b Pursuant to Labor Code sections 1773.1 and 1773.8, the amount paid for this employer payment may vary resulting in a lower taxable basic hourly wage rate, but the total hourly rates for straight time and overtime may not be less than the general prevailing rate of per diem wages.

c Included in the straight-time hourly rate.

d \$0.02 per hour worked for vacation/holiday administration; \$0.12 per hour worked for occupational health and research; \$0.08 per hour worked for Industry Promotion; \$0.01 per hour worked for Preservation Trust.

e 1 1/2 times the basic straight-time hourly rate for the first 2 hours of overtime, Monday through Friday and for the first 10 hours on Saturdays. All other overtime is paid at the double time rate.

 $^{^{\}rm f}$ \$204.78 (Area 1) and \$160.08 (Area 2) per hour for work on Labor Day.

g Includes amount withheld for dues check off.

^h Includes amount for vacation/holiday administration and industry promotion.

Rate applies to the first 4 overtime hours in any workday or 40 hours in a workweek, and for the first 8 hours worked on the 7th consecutive day of work in a workweek.

j Rate applies to work on any recognized holiday, all hours worked in excess of 12 hours in any workday, and for all hours worked in excess of 8 hours on the 7th consecutive day of work in a workweek.

^k A maximum of fourteen (14) Hazardous Material Handler Workers is allowed for each Hazardous Material Handler Mechanic.

¹Includes amount for industry promotion.

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

CRAFT: #CARPENTER AND RELATED TRADES

DETERMINATION: NC-23-31-1-2015-1

ISSUE DATE: August 22, 2015

EXPIRATION DATE OF DETERMINATION: June 30, 2016** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

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

			E	mployer Payı	nents		Straigh	t – Time			Overtime Ho	urly Rate c	
CLASSIFICATION	Basic	Health	Pension	Vacation/	Training	Other	Hours	Total	D	aily	Satu	rday ^a	Sunday
(Journeyperson)	Hourly Rate	and Welfare		Holiday ^d		Payments ^e		Hourly Rate	$1\ 1/2X^{\rm f}$	2X	1 1/2X ^g	2X	and Holiday ⁱ
^b Area 1 Carpenter Hardwood Floorlayer, Power Saw	\$42.40	\$11.05	\$9.35	\$4.26	\$0.78	\$2.54	8	\$70.38	\$91.58	\$112.78	\$91.58	\$112.78	\$112.78
Operator, Saw Filer, Shingler, Steel Scaffold and Steel Shoring Erector	\$42.55	\$11.05	\$9.35	\$4.26	\$0.78	\$2.54	8	\$70.53	\$91.81	\$113.08	\$91.81	\$113.08	\$113.08
^b Area 2 Carpenter Hardwood Floorlayer, Power Saw	\$36.52	\$11.05	\$9.35	\$4.26	\$0.78	\$2.54	8	\$64.50	\$82.76	\$101.02	\$82.76	\$101.02	\$101.02
Operator, Saw Filer, Shingler, Steel Scaffold and Steel Shoring Erector	\$36.67	\$11.05	\$9.35	\$4.26	\$0.78	\$2.54	8	\$64.65	\$82.99	\$101.32	\$82.99	\$101.32	\$101.32
^b Area 3 ^j Carpenter Hardwood Floorlayer, Power Saw	\$36.52	\$11.05	\$9.35	\$4.26	\$0.78	\$2.54	8	\$64.50	\$82.76	\$101.02	\$82.76	\$101.02	\$101.02
Operator, Saw Filer, Shingler, Steel Scaffold and Steel Shoring Erector	\$36.67	\$11.05	\$9.35	\$4.26	\$0.78	\$2.54	8	\$64.65	\$82.99	\$101.32	\$82.99	\$101.32	\$101.32
^b Area 4 ⁱ Carpenter Hardwood Floorlayer, Power Saw	\$35.17	\$11.05	\$9.35	\$4.26	\$0.78	\$2.54	8	\$63.15	\$80.74	\$98.32	\$80.74	\$98.32	\$98.32
Operator, Saw Filer, Shingler, Steel Scaffold and Steel Shoring Erector	\$35.32	\$11.05	\$9.35	\$4.26	\$0.78	\$2.54	8	\$63.30	\$80.96	\$98.62	\$80.96	\$98.62	\$98.62

DETERMINATION: NC-23-31-1-2015-1A

ISSUE DATE: August 22, 2015

EXPIRATION DATE OF DETERMINATION: June 30, 2016** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

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

CLASSIFICATION (Journeyperson)	Basic Hourly	Health	Pension	mployer Payr Vacation/ Holiday ^d	ments Training	Other Payments ^e	Straight Hours	t – Time Total Hourly Rate	Daily		Overtime Hourly Rate ^c Saturday ^a		Sunday and
	Rate	Welfare ^c		Honday					1 1/2X ^f	2X	1 1/2X ^g	2X	Holiday
Bridge Builder/Highway Carpenter	\$42.40	\$11.05	\$9.35	\$4.26	\$0.78	\$2.54	8.0	\$70.38	\$91.58	\$112.78	\$91.58	\$112.78	\$112.78
Bridge Builder/Highway Carpenter (Special Single Shift)	\$47.70	\$11.05	\$9.35	\$4.26	\$0.78	\$2.54	8.0	\$75.68	\$91.58	\$112.78	\$91.58	\$112.78	\$112.78

Footnote and Millwright listed on page 34A

(Recognized Holidays and Subsistence Payment footnotes also listed on page 34A)

DETERMINATION: NC-23-31-1-2015-1B

ISSUE DATE: August 22, 2015

EXPIRATION DATE OF DETERMINATION: June 30, 2016** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

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

			Employer Payments					t – Time		Overtime Hourly Rate c				
CLASSIFICATION	Basic	Health	Pension	Vacation/	Training	Other	Hours	Total	D	aily	Satu	ırday ^a	Sunday	
(Journeyperson)	Hourly Rate	and Welfare ^c		Holiday ^d		Payments ^h		Hourly Rate	1 1/2X ^f	2X	1 1/2X ^g	2X	and Holiday ⁱ	
^b Area 1 Millwright	\$42.50	\$11.05	\$9.35	\$4.35	\$0.78	\$4.05	8	\$72.08	\$93.33	\$114.58	\$93.33	\$114.58	\$114.58	
^b Area 2 Millwright	\$39.02	\$11.05	\$9.35	\$4.35	\$0.78	\$4.05	8	\$68.60	\$88.11	\$107.62	\$88.11	\$107.62	\$107.62	
^b Area 3^j Millwright	\$39.02	\$11.05	\$9.35	\$4.35	\$0.78	\$4.05	8	\$68.60	\$88.11	\$107.62	\$88.11	\$107.62	\$107.62	
^b Area 4^j Millwright	\$37.67	\$11.05	\$9.35	\$4.35	\$0.78	\$4.05	8	\$67.25	\$86.09	\$104.92	\$86.09	\$104.92	\$104.92	

DETERMINATION: NC-23-31-1-2015-1, NC-23-31-1-2015-1A and NC-23-31-1-2015-1B

Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet at http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWage/Start.asp. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at http://www.dir.ca.gov/das/das.html.

AREA 2 - Monterey, San Benito, and Santa Cruz Counties.

AREA 3 - El Dorado, Placer, Sacramento, San Joaquin and Yolo Counties.

AREA 4 - Alpine, Amador, Butte, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Mariposa, Mendocino, Merced, Modoc, Nevada, Placer, Plumas, Shasta, Sierra, Siskiyou, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, and Yuba Counties.

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

TRAVEL AND/OR SUBSISTENCE PAYMENT; In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at http://www.dir.ca.gov/OPRL/PWD. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

^a In the event that work cannot be performed Monday through Friday because of inclement weather or major mechanical breakdown, employees may voluntarily make up such day on Saturday and shall be paid at the applicable straight time rates.

^b AREA 1 - Alameda, Contra Costa, Marin, Napa, San Francisco, San Mateo, Santa Clara, Solano, and Sonoma Counties.

^c The overtime rates for shift work are based on the non-shift overtime rates.

d Includes an amount per hour worked for Work Fees. The Vacation amount is \$2.45 per hour worked for Carpenter; \$2.35 per hour worked for Millwright.

^e Includes Annuity Trust Fund, Industry Promotion, Carpenters International Training Fund, Work Preservation, and Carpenter Employers Contract Administration.

^f For building construction, rate applies to the first 4 hours daily overtime. For all heavy, highway and engineering construction overtime worked, Monday through Friday, rate applies to the first 4 hours daily overtime.

g Rate applies to the first 8 hours for building construction and for the first 10 hours worked on heavy, highway and engineering construction.

h Millwright Annuity Trust Fund, Industry Promotion, Work Preservation, and Carpenters International Training Fund.

¹ Time and one-half shall be paid for the first eight (8) hours worked on the four (4) days of each year selected by the Union as designated off/holidays listed in the Holiday Provision.

^j Area 3 includes the portion of Placer County west of and including Highway 49 and the portion of El Dorado County west of and including Highway 49 and the territory inside the city limits of Placerville. Area 4 includes the portions of Placer and El Dorado Counties not covered in Area 3.

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

CRAFT: #CARPENTER AND RELATED TRADES (SECOND SHIFT)*

DETERMINATION: NC-23-31-1-2015-1 **ISSUE DATE:** August 22, 2015

EXPIRATION DATE OF DETERMINATION: June 30, 2016** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

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

		Employer Payments					Straight	- Time		_			
CLASSIFICATION	Basic	Health	Pension	Vacation/	Training	Other	Hours ^g	Total	Da	aily	Satu	rday ^b	Sunday
(Journeyperson)	Hourly Rate	and Welfare ^d		Holiday ^e		Payments ^f		Hourly Rate	1 1/2X ^h	2X	1 1/2X ⁱ	2X	and Holiday ^k
^c Area 1 Carpenter Hardwood Floorlayer, Power Saw		\$11.05	\$9.35	\$4.26	\$0.78	\$2.54	7.5	\$73.21	\$91.58	\$112.78	\$91.58	\$112.78	\$112.78
Operator, Saw Filer, Shingler, Steel Scaffold and Steel Shoring Erector	\$45.39	\$11.05	\$9.35	\$4.26	\$0.78	\$2.54	7.5	\$73.37	\$91.81	\$113.08	\$91.81	\$113.08	\$113.08
^c Area 2 Carpenter Hardwood Floorlayer, Power Saw		\$11.05	\$9.35	\$4.26	\$0.78	\$2.54	7.5	\$66.93	\$82.76	\$101.02	\$82.76	\$101.02	\$101.02
Operator, Saw Filer, Shingler, Steel Scaffold and Steel Shoring Erector	\$39.11	\$11.05	\$9.35	\$4.26	\$0.78	\$2.54	7.5	\$67.09	\$82.99	\$101.32	\$82.99	\$101.32	\$101.32
^c Area 3 ¹ Carpenter Hardwood Floorlayer, Power Saw		\$11.05	\$9.35	\$4.26	\$0.78	\$2.54	7.5	\$66.93	\$82.76	\$101.02	\$82.76	\$101.02	\$101.02
Operator, Saw Filer, Shingler, Stee Scaffold and Steel Shoring Erector	\$39.11	\$11.05	\$9.35	\$4.26	\$0.78	\$2.54	7.5	\$67.09	\$82.99	\$101.32	\$82.99	\$101.32	\$101.32
^c Area 4 ¹ Carpenter Hardwood Floorlayer, Power Saw		\$11.05	\$9.35	\$4.26	\$0.78	\$2.54	7.5	\$65.49	\$80.74	\$98.32	\$80.74	\$98.32	\$98.32
Operator, Saw Filer, Shingler, Stee Scaffold and Steel Shoring Erector	\$37.67	\$11.05	\$9.35	\$4.26	\$0.78	\$2.54	7.5	\$65.65	\$80.96	\$98.62	\$80.96	\$98.62	\$98.62

DETERMINATION: NC-23-31-1-2015-1A

ISSUE DATE: August 22, 2015

EXPIRATION DATE OF DETERMINATION: June 30, 2016** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

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

		Employer Payments					Straight	- Time		O	vertime Hou	_	
CLASSIFICATION	Basic	Health	Pension	Vacation/	Training	Other	Hours	Total	Da	uly	Satu	rday ^b	Sunday
(Journeyperson)	Hourly	and		Holidaye		Payments ^f		Hourly				•	and
	Rate	Welfared						Rate	1 1/2Xh	2X	1 1/2X ⁱ	2X	Holiday ^k
Bridge Builder/Highway Carpenter	\$45.23	\$11.05	\$9.35	\$4.26	\$0.78	\$2.54	7.5	\$73.21	\$91.58	\$112.78	\$91.58	\$112.78	\$112.78

Continued on page 34C

(Recognized Holidays and Subsistence Payment footnotes also listed on page 34C)

DETERMINATION: NC-23-31-1-2015-1B

ISSUE DATE: August 22, 2015

EXPIRATION DATE OF DETERMINATION: June 30, 2016** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

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

			E	mployer Payr	nents		Straigh	t – Time		O	vertime Hou	ırly Rate ^a	_
CLASSIFICATION	Basic	Health	Pension	Vacation/	Training	Other	Hours ^g	Total	Da	aily	Satu	ırday ^b	Sunday
(Journeyperson)	Hourly	and		Holidaye		Payments ^j		Hourly					and
	Rate	Welfared						Rate	1 1/2X ^h	2X	1 1/2X ⁱ	2X	Holiday ^k
c Area 1													
Millwright	\$45.33	\$11.05	\$9.35	\$4.35	\$0.78	\$4.05	7.5	\$74.91	\$93.33	\$114.58	\$93.33	\$114.58	\$114.58
c Area 2													
Millwright	\$41.62	\$11.05	\$9.35	\$4.35	\$0.78	\$4.05	7.5	\$71.20	\$88.11	\$107.62	\$88.11	\$107.62	\$107.62
^c Area 3 ^d													
Millwright	\$41.62	\$11.05	\$9.35	\$4.35	\$0.78	\$4.05	7.5	\$71.20	\$88.11	\$107.62	\$88.11	\$107.62	\$107.62
c Area 4 ^d	A40.10	011.05	00.05	04.25	00.70	04.05		0.00 7.0	A05.00	£104.02	00500	610402	610402
Millwright	\$40.18	\$11.05	\$9.35	\$4.35	\$0.78	\$4.05	7.5	\$69.76	\$86.09	\$104.92	\$86.09	\$104.92	\$104.92

DETERMINATION: NC-23-31-1-2015-1, NC-23-31-1-2015-1A and NC-23-31-1-2015-1B (FOR SECOND AND THIRD SHIFTS)

Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet at http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWage/Extra.sp. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at http://www.dir.ca.gov/das/das.html.

- * Does not apply to tenant improvement or renovation projects in occupied buildings with a total contract value of \$5 million or less.
- ^a The overtime rates for shift work are based on the non-shift overtime rates on page 34.
- ^b In the event that work cannot be performed Monday through Friday because of inclement weather or major mechanical breakdown, employees may voluntarily make up such day on Saturday and shall be paid at the applicable straight time rates.
- ^c AREA 1 Alameda, Contra Costa, Marin, Napa, San Francisco, San Mateo, Santa Clara, Solano, and Sonoma Counties.
- AREA 2 Monterey, San Benito, and Santa Cruz Counties.
- AREA 3 El Dorado, Placer, Sacramento, San Joaquin and Yolo Counties.
- AREA 4 Alpine, Amador, Butte, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Mariposa, Mendocino, Merced, Modoc, Nevada, Placer, Plumas, Shasta, Sierra, Siskiyou, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, and Yuba Counties.
- d Area 3 includes the portion of Placer County west of and including Highway 49 and the portion of El Dorado County west of and including Highway 49 and the territory inside the city limits of Placerville. Area 4 includes the portions of Placer and El Dorado Counties not covered in Area 3.
- e Includes an amount per hour worked for Work Fees. The Vacation amount is \$2.45 per hour worked for Carpenter; \$2.35 per hour worked for Millwright.
- Annuity Trust Fund, Industry Promotion, Carpenters International Training Fund, and Carpenter Employers Contract Administration.
- g Daily overtime applies after 7 ½ hours worked at the straight-time rate for second shift and after 7 hours worked at the straight-time rate for third shift.
- h For building construction, rate applies to the first 2 hours prior to the start of the regular or approved day, or the first 4 hours after the end of the approved or regular work day, not to exceed a total of 4 hours in any 1 work day. For heavy, highway and engineering construction rate applies to the first 4 hours prior to the start of the regular or approved day, or the first 4 hours after the end of the approved or regular work day, not to exceed a total of 4 hours in any 1 work day
- i Rate applies to the first 8 hours for building construction and for the first 10 hours worked on heavy, highway and engineering construction.
- ^j Millwright Annuity Trust Fund, Industry Promotion, Carpenters International Training Fund, and Work Preservation.
- k Time and one-half shall be paid for the first eight (8) hours worked on the four (4) days of each year selected by the Union as designated off/holidays listed in the Holiday Provision.

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

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

CRAFT: #CARPENTER AND RELATED TRADES (THIRD SHIFT)*

DETERMINATION: NC-23-31-1-2015-1

ISSUE DATE: August 22, 2015

EXPIRATION DATE OF DETERMINATION: June 30, 2016** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

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

			E	mployer Payı	ments		Straigh	- Time		O	vertime Hou	ırly Rate ^a	_
CLASSIFICATION	Basic	Health	Pension	Vacation/	Training	Other	Hours	Total	Da	aily	Satu	rday ^b	Sunday
(Journeyperson)	Hourly Rate	and Welfare ^d		Holiday ^e		Payments ^f		Hourly Rate	1 1/2X ^h	2X	1 1/2X ⁱ	2X	and Holiday ^k
^c Area 1 Carpenter Hardwood Floorlayer, Power Saw	\$48.46	\$11.05	\$9.35	\$4.26	\$0.78	\$2.54	7	\$76.44	\$91.58	\$112.78	\$91.58	\$112.78	\$112.78
Operator, Saw Filer, Shingler, Steel Scaffold and Steel Shoring Erector	\$48.63	\$11.05	\$9.35	\$4.26	\$0.78	\$2.54	7	\$76.61	\$91.81	\$113.08	\$91.81	\$113.08	\$113.08
^c Area 2 Carpenter Hardwood Floorlayer, Power Saw	\$41.74	\$11.05	\$9.35	\$4.26	\$0.78	\$2.54	7	\$69.72	\$82.76	\$101.02	\$82.76	\$101.02	\$101.02
Operator, Saw Filer, Shingler, Steel Scaffold and Steel Shoring Erector	\$41.91	\$11.05	\$9.35	\$4.26	\$0.78	\$2.54	7	\$69.89	\$82.99	\$101.32	\$82.99	\$101.32	\$101.32
^c Area 3 ^l Carpenter Hardwood Floorlayer, Power Saw	\$41.74	\$11.05	\$9.35	\$4.26	\$0.78	\$2.54	7	\$69.72	\$82.76	\$101.02	\$82.76	\$101.02	\$101.02
Operator, Saw Filer, Shingler, Steel Scaffold and Steel Shoring Erector	\$41.91	\$11.05	\$9.35	\$4.26	\$0.78	\$2.54	7	\$69.89	\$82.99	\$101.32	\$82.99	\$101.32	\$101.32
^c Area 4 ^l Carpenter Hardwood Floorlayer, Power Saw	\$40.19	\$11.05	\$9.35	\$4.26	\$0.78	\$2.54	7	\$68.17	\$80.74	\$98.32	\$80.74	\$98.32	\$98.32
Operator, Saw Filer, Shingler, Steel Scaffold and Steel Shoring Erector	\$40.37	\$11.05	\$9.35	\$4.26	\$0.78	\$2.54	7	\$68.35	\$80.96	\$98.62	\$80.96	\$98.62	\$98.62

Footnotes listed on page 34C

(Recognized Holidays and Subsistence Payment footnotes also listed on page 34C)

DETERMINATION: NC-23-31-1-2015-1A

ISSUE DATE: August 22, 2015

EXPIRATION DATE OF DETERMINATION: June 30, 2016** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

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

			E	mployer Payr	nents		Straight	- Time		0	vertime Hou	ırly Rate ^a	_
CLASSIFICATION	Basic	Health	Pension	Vacation/	Training	Other	Hours	Total	D	aily	Satu	rday ^b	Sunday
(Journeyperson)	Hourly Rate	and Welfare ^d		Holiday ^e		Payments ^f		Hourly Rate	1 1/2X ^h	2X	1 1/2X ⁱ	2X	and Holiday ^k
Bridge Builder/Highway Carpenter	\$48.46	\$11.05	\$9.35	\$4.26	\$0.78	\$2.54	7	\$76.44	\$91.58	\$112.78	\$91.58	\$112.78	\$112.78

DETERMINATION: NC-23-31-1-2015-1B

ISSUE DATE: August 22, 2015

EXPIRATION DATE OF DETERMINATION: June 30, 2016** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

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

			E	mployer Payr	nents		Straight	– Time		0	vertime Hou	arly Rate ^a	_
CLASSIFICATION	Basic	Health and	Pension	Vacation/	Training	Other	Hours	Total	D	aily	Satu	rday ^b	Sunday
(Journeyperson)	Hourly Rate	Welfare		Holiday ^e		Payments ^j		Hourly Rate	1 1/2X ^h	2X	1 1/2X ⁱ	2X	and Holiday ^k
^c Area 1 Millwright	\$48.57	\$11.05	\$9.35	\$4.35	\$0.78	\$4.05	7	\$78.15	\$93.33	\$114.58	\$93.33	\$114.58	\$114.58
cArea 2													
Millwright	\$44.59	\$11.05	\$9.35	\$4.35	\$0.78	\$4.05	7	\$74.17	\$88.11	\$107.62	\$88.11	\$107.62	\$107.62
^c Area 3 ^d Millwright	\$44.59	\$11.05	\$9.35	\$4.35	\$0.78	\$4.05	7	\$74.17	\$88.11	\$107.62	\$88.11	\$107.62	\$107.62
^c Area 4 ^d Millwright	\$43.05	\$11.05	\$9.35	\$4.35	\$0.78	\$4.05	7	\$72.63	\$86.09	\$104.92	\$86.09	\$104.92	\$104.92

Footnotes listed on page 34C

(Recognized Holidays and Subsistence Payment footnotes also listed on page 34C)

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: MODULAR FURNITURE INSTALLER (CARPENTER)

DETERMINATION: NC-23-31-15-2015-2

ISSUE DATE: August 22, 2015

EXPIRATION DATE OF DETERMINATION: June 30, 2016** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.

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

		-	Е	mployer Pay	ments		Strai	ght-Time	Ov	vertime Hourly R	ate
Classification (Journeyperson)	Basic Hourly	Health and	Pension ^b	Vacation/ Holiday ^c	Training	Other Payments	Hours	Total Hourly	Daily	Saturday ^d	Sunday/ Holiday
	Rate	Welfare						Rate	1 1/2X	1 1/2X	2X
^a AREA 1											
Master Installer	\$31.93	\$9.90	\$5.82	\$3.63	-	\$0.22	8	\$51.50	\$67.465	\$67.465	\$83.43
Lead Installer	27.71	9.90	5.82	3.63	-	0.22	8	47.28	61.135	61.135	74.99
Installer I	24.26	9.90	5.32	3.63	-	0.22	8	43.33	55.46	55.46	67.59
Installer II	20.83	9.90	5.32	3.63	-	0.22	8	39.90	50.315	50.315	60.73
^a AREA 2											
Master Installer	28.21	9.90	5.82	3.63	-	0.22	8	47.78	61.885	61.885	75.99
Lead Installer	24.58	9.90	5.82	3.63	-	0.22	8	44.15	56.44	56.44	68.73
Installer I	21.61	9.90	5.32	3.63		0.22	8	40.68	51.485	51.485	62.29
Installer II	18.66	9.90	5.32	3.63	-	0.22	8	37.73	47.06	47.06	56.39
^a AREA 3											
Master Installer	26.88	9.90	5.82	3.63	-	0.22	8	46.45	59.89	59.89	73.33
Lead Installer	23.46	9.90	5.82	3.63	-	0.22	8	43.03	54.76	54.76	66.49
Installer I	20.66	9.90	5.32	3.63	-	0.22	8	39.73	50.06	50.06	60.39
Installer II	17.89	9.90	5.32	3.63	-	0.22	8	36.96	45.905	45.905	54.85

^aAREA 1: Alameda, Contra Costa, Marin, Napa, San Francisco, San Mateo, Santa Clara, Solano, and Sonoma Counties.

RATIO: The ratio of employees shall be based on the increments of ten (10) employees. It is understood that the employee ratio shall apply on a company-wide basis. For every ten (10) employees, the employer shall employ one (1) Master Installer, three (3) Lead Installer, three (3) Installer I, and three (3) Installer II. For crew size of less than 10 employees, the employer shall employ a Master Installer, followed by a Lead Installer, then an Installer I, and lastly an Installer II. For crew size of over 10 employees, please contact the Office of the Director – Research Unit at 415-703-4774.

All drapery installation shall be performed by employees at the Installer I level or above. Employers employing three (3) or more Drapery Installers at the Installer I level or above may employ one (1) Installer II. For each additional three (3) Installer I level or above Drapery Installers then in his/her employ, the employer may employ one (1) additional Installer II.

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

AREA 2: Monterey, San Benito, and Santa Cruz Counties.

AREA 3: Alpine, Amador, Butte, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Mariposa, Mendocino, Merced, Modoc, Nevada, Placer, Plumas, Sacramento, San Joaquin, Shasta, Sierra, Siskiyou, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba Counties.

^b Includes an amount for Annuity Trust Fund.

^c Includes an amount for Work Fee.

d Rate applies for the first 10 hours only. All hours worked in excess of ten hours on Saturdays shall be paid at double time (2X).

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: #DRYWALL INSTALLER/LATHER (CARPENTER)

DETERMINATION: NC-31-X-16-2015-2

ISSUE DATE: August 22, 2015

EXPIRATION DATE OF DETERMINATION: June 30, 2016** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.

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

				Employer Payn	nents	_	Straig	ht-Time	Ove	rtime Hourl	y Rate
CLASSIFICATION (Journeyperson)	Basic Hourly Rate	Health and Welfare	Pension	Vacation/ Holiday ^g	Training	Other Payments	Hours	Total Hourly Rate	Daily 1 1/2X	Saturday 1 1/2X	Sunday and Holiday
 ^a Area 1 Drywall Installer/ Lather Stocker, Scrapper Stocker, Scrapper 	\$42.40 21.20 21.20	\$11.05 11.05 11.05	f\$12.10 f5.45 1.10	\$4.26 4.21 4.21	\$0.72 - -	\$0.86 - -	8 8 8	\$71.39 41.91 37.56	h\$92.59 h52.51 h48.16	h\$92.59 h52.51 h48.16	\$113.79 63.11 58.76
b Area 2 Drywall Installer/ Lather Stocker, Scrappere Stocker, Scrapper	36.52 18.26 18.26	11.05 11.05 11.05	^f 12.10 ^f 5.45 1.10	4.26 4.21 4.21	0.72 - -	0.86 - -	8 8 8	65.51 38.97 34.62	^h 83.77 ^h 48.10 ^h 43.75	h83.77 h48.10 h43.75	102.03 57.23 52.88
^c Area 3 Drywall Installer/ Lather Stocker, Scrapper ^e Stocker, Scrapper	37.02 18.51 18.51	11.05 11.05 11.05	^f 12.10 ^f 5.45 1.10	4.26 4.21 4.21	0.72	0.86 - -	8 8 8	66.01 39.22 34.88	^h 84.520 ^h 48.475 ^h 44.125	h84.520 h48.475 h44.125	103.03 57.73 53.38
d Area 4 Drywall Installer/ Lather Stocker, Scrappere Stocker, Scrapper	35.67 17.84 17.84	11.05 11.05 11.05	f12.10 f5.45 1.10	4.26 4.21 4.21	0.72	0.86 - -	8 8 8	64.66 38.55 34.20	^h 82.495 ^h 47.47 ^h 43.12	^h 82.495 ^h 47.47 ^h 43.12	100.33 56.39 52.04

#Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet @ http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at http://www.dir.ca.gov/das/das.html.

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

^a Area 1 - Alameda, Contra Costa, Marin, Napa, San Francisco, San Mateo, Santa Clara, Solano and Sonoma counties.

^b **Area 2** - Monterey, San Benito, and Santa Cruz Counties.

^c **Area 3** - El Doradoⁱ, Placerⁱ, Sacramento, San Joaquin, and Yolo Counties.

^d **Area 4** - Alpine, Amador, Butte, Calaveras, Colusa, Del Norte, El Doradoⁱ, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Mariposa, Mendocino, Merced, Modoc, Nevada, Placerⁱ, Plumas, Shasta, Sierra, Siskiyou, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, and Yuba Counties

^e Employed by the same contractor for 2000 hours (consecutively or cumulatively).

f Includes an amount for Annuity Trust Fund.

g Includes an amount for Work Fees.

hatte applies to the first 4 overtime hours Monday through Friday and the first 8 hours on Saturday. All other time is paid at the Sunday and Holiday overtime rate. Saturdays may be worked at straight time if job is shut down during Monday through Friday due to inclement weather or major mechanical breakdown.

Area 3 includes the portion of Placer County west of and including Highway 49 and the portion of El Dorado County west of and including Highway 49 and the territory inside the city limits of Placerville. Area 4 includes the portions of Placer and El Dorado Counties not covered in Area 3.

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: # PILE DRIVER (CARPENTER)

DETERMINATION: NC-23-31-11-2015-1

ISSUE DATE: August 22, 2015

EXPIRATION DATE OF DETERMINATION: June 30, 2016**. The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.

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

			Eı	mployer Payn	nents		Straigh	t-Time	Over	time Hourly	Rate
Classification (Journeyperson)	Basic Hourly Rate	Health and Welfare	Pension	Vacation/ Holiday	Training	Other Payment	Hours s	Total Hourly Rate	Daily	Saturday	Sunday and Holiday
Pile Driver, Wharf, and Dock Builder	\$41.65 ^g	a11.15	^b 13.55	°5.46	0.83	0.15	8	72.79	d93.615	d93.615	114.44
Diver (wet) up to	φ11.05	11.13	13.33	5.10	0.05	0.15	O	72.79	75.015	75.015	111111
50 ft depth e, f	93.64	^a 11.15	^b 13.55	^c 5.46	0.83	0.15	8	124.78	^d 171.60	^d 171.60	218.42
Diver's Tender ^e	45.82	^a 11.15	^b 13.55	^c 5.46	0.83	0.15	8	76.96	^d 99.87	^d 99.87	122.78
Assistant Tender	41.65	^a 11.15	^b 13.55	^c 5.46	0.83	0.15	8	72.79	^d 93.615	^d 93.615	114.44
Diver (stand-by)	46.82	^a 11.15	^b 13.55	^c 5.46	0.83	0.15	8	77.96	^d 101.37	^d 101.37	124.78

FOR "PILE DRIVER-BRIDGE BUILDER" - SEE NORTHERN CALIFORNIA CARPENTER PAGE 34.

PLEASE NOTE: To obtain wage rate information for Saturation Diver, Manned Submersible, Manifold Operator/Life Support Technician, Remote Controlled/Operated Vehicle (RCV/ROV) Pilot/Technician, Navigator Surveyor, Bell Winch Operator & Diving Equipment Technician, please contact the Office of the Director - Research Unit at (415) 703-4774.

Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet @ http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at http://www.dir.ca.gov/das/das.html.

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

^a Includes UBC Health & Safety Fund.

^b Includes an amount per hour for Annuity Trust Fund. Pursuant to Labor Code Sections 1773.1 and 1773.8, the amount paid for this employer payment may vary resulting in a lower taxable basic hourly wage rate, but the total hourly rates for straight time and overtime may not be less than the general prevailing rate of per diem wages.

^c Includes an amount per hour for work fees.

^d Rate applies to the first 2 daily overtime hours and the first 8 hours worked on Saturdays. All other time is paid at the Sunday/Holiday overtime rate.

^e Shall receive a minimum of 8 hours pay for any day or part thereof worked.

^f For specific rates over 50 ft depth, contact the Office of the Director – Research Unit.

^g On bridges, powerhouses and dams, men working from bosun's chairs or swinging scaffolds or suspended from rope, cable, safety belts, or any device used as a substitute for or in lieu thereof (excluding piledriving rigs) shall receive \$0.15 per hour above this rate.

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

CRAFT: #ELEVATOR CONSTRUCTOR

DETERMINATION: NC-62-X-1-2015-1

ISSUE DATE: February 22, 2015

EXPIRATION DATE OF DETERMINATION: December 31, 2015** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

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

		-	Employer	Payments		Strai	ght-	<u>Time</u>	Overti	me Hourly	Rate
Classification	Basic	Health	Pension ^e	Vacation/	Training	Other Ho	ours	Total	Daily	Saturday	Sunday
(Journeyperson)	Hourly	and		Holiday		Payments		Hourly			and
	Rate	Welfare						Rate	$1 1/2X^d$	$1 \ 1/2X^{d}$	Holiday
Mechanic	\$60.39	13.575	14.21	3.62	0.60	0.30	8	92.695	122.890	122.890	153.085 ^b
Mechanic (Employed in											,
industry more than 5 years	60.39	13.575	14.21	4.83	0.60	0.30	8	93.905	124.100	124.100	154.295 ^b
											h
Helper ^c	42.27	13.575	14.21	2.54	0.60	0.30	8	73.495	94.630	94.630	115.765 ^b
Helper (Employed in											h
industry more than 5 years	42.27	13.575	14.21	3.38	0.60	0.30	8	74.335	95.470	95.470	116.605°

#Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet @ http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at http://www.dir.ca.gov/das/das.html.

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

^a Applies to that portion of these counties north of the Tehachapi Line. For more information contact the Office of the Director - Research Unit.

^b For paid holidays recognized in the collective bargaining agreement employees are paid for 8 hours at straight time in addition to the Holiday rate for all hours worked.

^c Ratio: The total number of Helpers employed shall not exceed the number of Mechanics on any one job. For more information on the use of Helpers contact the Office of the Director - Research Unit.

^d For Contract Service work only. All other overtime is paid at the Sunday/Holiday rate.

^e Includes an amount for Annuity Trust Fund.

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: # OPERATING ENGINEER (HEAVY AND HIGHWAY WORK)

DETERMINATION: NC-23-63-1-2015-2

ISSUE DATE: August 22, 2015

EXPIRATION DATE OF DETERMINATION: June 30, 2016* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director – Research Unit at (415) 703-4774 for the new rates after ten days after the expiration date if no subsequent determination is issued.

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

				Employer Payments					Straight-Tim	ie		Overtime I	Hourly Rate	<u> </u>
Classification (Journeyperson)	Ba Ho		Health and	Pension	Vacation and	Training	Other Payments	Hours		otal urly		ily/ rday ^d		ay and iday
	Ra	ate	Welfare		Holiday ^e				Ra	ate	11	/2X	2	X
Classification Group ^a					-									
·	Area 1 ^b	Area 2 ^c							Area 1 ^b	Area 2c	Area 1 ^b	Area 2c	Area 1 ^b	Area 2c
Group 1	\$40.97	\$42.97	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$70.40	\$72.40	\$90.89	\$93.89	\$111.37	\$115.37
Group 2	\$39.44	\$41.44	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$68.87	\$70.87	\$88.59	\$91.59	\$108.31	\$112.31
Group 3	\$37.96	\$39.96	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$67.39	\$69.39	\$86.37	\$89.37	\$105.35	\$109.35
Group 4	\$36.58	\$38.58	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$66.01	\$68.01	\$84.30	\$87.30	\$102.59	\$106.59
Group 5	\$35.31	\$37.31	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$64.74	\$66.74	\$82.40	\$85.40	\$100.05	\$104.05
Group 6	\$33.99	\$35.99	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$63.42	\$65.42	\$80.42	\$83.42	\$97.41	\$101.41
Group 7	\$32.85	\$34.85	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$62.28	\$64.28	\$78.71	\$81.71	\$95.13	\$99.13
Group 8	\$31.71	\$33.71	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$61.14	\$63.14	\$77.00	\$80.00	\$92.85	\$96.85
Group 8-A	\$29.50	\$31.50	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$58.93	\$60.93	\$73.68	\$76.68	\$88.43	\$92.43
Group 1-A	\$41.85	\$43.85	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$71.28	\$73.28	\$92.21	\$95.21	\$113.13	\$117.13
Truck Crane Assistant to Engineer	\$34.88	\$36.88	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$64.31	\$66.31	\$81.75	\$84.75	\$99.19	\$103.19
Assistant to Engineer	\$32.59	\$34.59	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$62.02	\$64.02	\$78.32	\$81.32	\$94.61	\$98.61
Group 2-A	\$40.09	\$42.09	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$69.52	\$71.52	\$89.57	\$92.57	\$109.61	\$113.61
Truck Crane Assistant to Engineer	\$34.62	\$36.62	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$64.05	\$66.05	\$81.36	\$84.36	\$98.67	\$102.67
Assistant to Engineer	\$32.38	\$34.38	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$61.81	\$63.81	\$78.00	\$81.00	\$94.19	\$98.19
Group 3-A	\$38.35	\$40.35	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$67.78	\$69.78	\$86.96	\$89.96	\$106.13	\$110.13
Truck Crane Assistant to Engineer	\$34.38	\$36.38	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$63.81	\$65.81	\$81.00	\$84.00	\$98.19	\$102.19
Hydraulic	\$33.99	\$35.99	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$63.42	\$65.42	\$80.42	\$83.42	\$97.41	\$101.41
Assistant to Engineer	\$32.10	\$34.10	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$61.53	\$63.53	\$77.58	\$80.58	\$93.63	\$97.63
Group 4-A	\$35.31	\$37.31	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$64.74	\$66.74	\$82.40	\$85.40	\$100.05	\$104.05

Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet at http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at http://www.dir.ca.gov/das/das.html.

NOTE: For Special Single and Second Shift rates, please see page 39A.

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

 $^{^{\}rm a}\,$ For classifications within each group, see $\,$ pages 39B-40.

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

c AREA 2 - Modoc, and portions of Alpine, Amador, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Lake, Lassen, Madera, Mariposa, Mendocino,

Monterey, Nevada, Placer, Plumas, Shasta, Sierra, Siskiyou, Sonoma, Tehama, Tulare, Tuolumne and Trinity counties. (Portions of counties falling in each area detailed on page 41).

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

e Includes an amount for supplemental dues.

When three shifts are employed for five (5) or more consecutive days, seven and one-half (7 1/2) consecutive hours (exclusive of meal period), shall constitute a day of work, for which eight (8) times the straight time hourly rate shall be paid at the non-shift wage rate for the second shift. The third shift shall be seven (7) hours of work for eight (8) hours of pay at the non-shift wage rate.

DETERMINATION: NC-23-63-1-2015-2

CLASSIFICATIONS

GROUP 1

Drill Equipment, over 200,000 lbs Operator of Helicopter (when used in erection work)

Hydraulic Excavator 7 cu yds and over Power Shovels, over 7 cu yds

GROUP 2 Highline Cableway Hydraulic Excavator 3 1/2 cu yds up to 7 cu yds

Licensed Construction Work Boat Operator, On Site Microtunneling Machine

Power Blade Operator (finish)

Power Shovels, (over 1 cu yd and up to and including 7 cu yds m.r.c.)

GROUP 3

Asphalt Milling Machine

Cable Backhoe

Combination Backhoe and Loader over 3/4 cu yds

Continuous Flight Tie Back Machine Crane Mounted Continuous Flight Tie Back Machine,

tonnage to apply
Crane Mounted Drill Attachments, Tonnage to apply

Dozer, Slope Board

Drill Equipment, over 100,000 lbs up to and

including 200,000 lbs

Hydraulic Excavator up to 3 1/2 cu yds

Loader 4 cu yds and over

Long Reach Excavator

Multiple Engine Scrapers (when used as push pull)
Power Shovels, up to and including 1 cu yd

Pre-Stress Wire Wrapping machine

Side Boom Cat, 572 or larger

Track Loader 4 cu yds and over

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

GROUP 4

Asphalt Plant Engineer/Boxman

Chicago Boom

Combination Backhoe and Loader up to and including 3/4 cu yds

Concrete Batch Plants (wet or dry)
Dozer and/or Push Cat

Drill Equipment, over 50,000 lbs up to and

including 100,000 lbs

Pull-Type Elevating Loader

Gradesetter, Grade Checker (GPS, mechanical or otherwise)

Grooving and Grinding Machine

Heading Shield Operator

Heavy Duty Drilling Equipment, Hughes, LDH, Watson 3000 or similar

Heavy Duty Repairman and/or Welder

Lime Spreader

Loader under 4 cu vds

Lubrication and Service Engineer (mobile and grease rack) Mechanical Finishers or Spreader Machine (asphalt, Barber-

Greene and similar)

Miller Formless M-9000 Slope Paver or similar

Portable Crushing and Screening plants

Power Blade Support

Roller Operator, Asphalt

Rubber-Tired Scraper, Self-Loading (paddle-wheels, etc)

Rubber-Tired Earthmoving Equipment (Scrapers)

Slip Form Paver (concrete) Small Tractor with Drag

Soil Stabilizer (P&H or equal)

Spider Plow and Spider Puller

Timber Skidder

Track Loader up to 4 yards

Tractor Drawn Scraper

Tractor, Compressor Drill Combination

Tubex Pile Rig

Unlicensed Construction Work Boat Operator, On Site

Woods-Mixer (and other similar Pugmill equipment)

GROUP 5

Cast-In Place Pipe Laying Machine

Combination Slusher and Motor Operator

Concrete Conveyor or Concrete Pump, Truck or Equipment Mounted

Concrete Conveyor, Building Site

Concrete Pump or Pumpcrete Guns

Drilling Equipment, Watson 2000, Texoma 700 or similar

Drilling and Boring Machinery, Horizontal (not to apply to

waterlines, wagon drills or jackhammers)

Concrete Mixers/all

Man and/or Material Hoist

Mechanical Finishers (concrete) (Clary, Johnson, Bidwell Bridge Deck or similar types)

Mechanical Burm, Curb and/or Curb and Gutter Machine,

Concrete or Asphalt Mine or Shaft Hoist

Portable Crushers

Power Jumbo Operator (setting slip-forms, etc., in tunnels)

Screedman (automatic or manual)
Self Propelled Compactor with Dozer

Tractor with boom, D6 or smaller

Trenching Machine, maximum digging capacity over 5 ft.

depth

Vermeer T-600B Rock Cutter or similar

GROUP 6

Armor-Coater (or similar)

Ballast Jack Tamper Boom-Type Backfilling Machine

Asst. Plant Engineer Bridge and/or Gantry Crane

Chemical Grouting Machine, truck mounted

Chip Spreading Machine Operator

Concrete Barrier Moving Machine

Concrete Saws (self-propelled unit on streets, highways,

airports, and canals)

Deck Engineer Drill Doctor

Drill Equipment, over 25,000 lbs up to and

including 50,000 lbs

Drilling Equipment Texoma 600, Hughes 200

series or similar up to and including 30 ft. m.r.c.

Helicopter Radioman

Hydro-Hammer or similar

Line Master

Skidsteer Loader, Bobcat larger than 743 series or similar

(with attachments)

Locomotive

Rotating Extendable Forklift, Lull Hi-Lift or similar

Assistant to Engineer, Truck Mounted Equipment Pavement Breaker, Truck Mounted, with compressor

combination

Paving Fabric Installation and/or Laying Machine

Pipe Bending Machine (pipelines only)

Pipe Wrapping Machine (Tractor propelled and supported)

Screedman, (except asphaltic concrete paving) Self-Loading Chipper

Self Propelled Pipeline Wrapping Machine

Tractor

GROUP 7

Ballast Regulator

Cary Lift or similar Combination Slurry Mixer and/or Cleaner

Coolant/Slurry Tanker Operator

(hooked to Grooving/Grinding Machine) Drilling Equipment, 20 ft and under m.r.c.

Drill Equipment, over 1,000 lbs up to and including 25,000 lbs

Fireman Hot Plant

Grouting Machine Operator

Highline Cableway Signalman

Stationary Belt Loader (Kolman or similar)

Lift Slab Machine (Vagtborg and similar types)

Maginnes Internal Full Slab Vibrator

Material Hoist (1 Drum)

Mechanical Trench Shield

Partsman (heavy duty repair shop parts room)
Pavement Breaker with or without Compressor

Combination

Pipe Cleaning Machine (tractor propelled and supported)

Post Driver

Roller (except Asphalt), Chip Seal

Self Propelled Automatically Applied Concrete

Curing Machine (on streets, highways, airports and canals)

Self Propelled Compactor (without dozer)

Signalman

Slip-Form Pumps (lifting device for concrete forms)
Super Sucker Vacuum Truck

Tie Spacer

Trenching Machine (maximum digging capacity up)

to and including 5 ft depth Truck-Mounted Rotating Telescopic Boom Type

Lifting Device, Manitex or similar

(Boom Truck) - Under 15 tons Truck Type Loader

GROUP 8

Bit Sharpener Boiler Tender

Box Operator Brakeman

Combination Mixer and Compressor

(shotcrete/gunite)

Compressor Operator

Deckhand Fireman

Generators

Gunite/Shotcrete Equipment Operator Heavy Duty Repairman Helper Hydraulic Monitor

Ken Seal Machine (or similar) Mast Type Forklift

Mixermobile

Assistant to Engineer

Pump Operator Refrigerator Plant

Reservoir-Debris Tug (Self-Propelled Floating)

Ross Carrier (Construction site)

Rotomist Operator Self Propelled Tape Machine

Self Propelled Power Sweeper Operator

(Includes Vacuum Sweeper) Slusher Operator

Surface Heater

Shuttlecar

Switchman

Tar Pot Fireman Tugger Hoist, Single Drum

Vacuum Cooling Plant Welding Machine (powered other than by electricity)

DETERMINATION: NC-23-63-1-2015-2

GROUP 8-A
Articulated Dump Truck Operator
Elevator Operator Mini Excavator under 25 H.P. (Backhoe-Trencher) Skidsteer Loader, Bobcat 743 series or Smaller and similar (without attachments)

GROUP 1-A Clamshells and Draglines over 7 cu yds Cranes over 100 tons Derrick, over 100 tons Derrick Barge Pedestal mounted over 100 tons Self Propelled Boom Type Lifting Device Over 100 tons

GROUP 2-A
Clamshells and Draglines over 1 cu yds up to and including 7 cu yds
Cranes over 45 tons up to and including 100 tons
Derrick Barge 100 tons and under Mobile Self-Erecting Tower Crane (Potain) over 3 stories Self Propelled Boom Type Lifting Device over 45 tons

Tower Cranes **GROUP 3-A**

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

GROUP 4-A
Boom Truck or dual-purpose A-Frame Truck,
Non-Rotating over 15 tons.
Truck Mounted Rotating Telescopic Boom
Type Lifting Device, Manitex or similar (Boom Truck -over 15 tons)

Truck-Mounted Rotating Telescopic Boom Type Lifting Device, Munitex or Similar (Boom Truck), under 15 tons

DESCRIPTION FOR AREAS 1 AND 2:

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

Commencing in the Pacific Ocean on the extension of the Southerly line of Township 19S, of the Mount Diablo Base and Meridian, Thence Easterly along the Southerly line of Township 19S, to the Northwest corner of Township 20S, Range 6E, Thence Southerly to the Southwest corner of Township 20S, Range 6E, Thence Easterly to the Northwest corner of Township 21S, Range 7E Thence Southerly to the Southwest corner of Township 21S, Range 7E Thence Easterly to the Northwest corner of Township 22S, Range 9E, Thence Southerly to the Southwest corner of Township 22S, Range 9E, Thence Easterly to the Northwest corner of Township 23S, Range 10E, Thence Southerly to the Southwest corner of Township 24S, Range 10E, Thence Easterly to the Southwest corner of Township 24S. Range 31E. Thence Northerly to the Northeast corner of Township 20S, Range 31E Thence Westerly to the Southeast corner of Township 19S, Range 29E, Thence Northerly to the Northeast corner of Township 17S, Range 29E, Thence Westerly to the Southeast corner of Township 16S, Range 28E, Thence Northerly to the Northeast corner of Township 13S, Range 28E, Thence Westerly to the Southeast corner Township 12S, Range 27E, Thence Northerly to the Northeast corner of Township 12S, Range 27E, Thence Westerly to the Southeast corner of Township 11S, Range 26E, Thence Northerly to the Northeast corner of Township 11S, Range 26E. Thence Westerly to the Southeast corner of Township 10S, Range 25E, Thence Northerly to the Northeast corner of Township 9S. Range 25E. Thence Westerly to the Southeast corner of Township 8S, Range 24E, Thence Northerly to the Northeast corner of Township 8S, Range 24E, Thence Westerly to the Southeast corner of Township 7S, Range 23E, Thence Northerly to the Northeast corner of Township 6S, Range 23E, Thence Westerly to the Southeast corner of Township 5S, Range 20E, Thence Northerly to the Northeast corner of Township 5S, Range 20E, Thence Westerly to the Southeast corner of Township 4S, Range 19E, Thence Northerly to the Northeast corner of Township 1S, Range 19E, Thence Westerly to the Southeast corner of Township 1N, Range 18E, Thence Northerly to the Northeast corner of Township 3N, Range 18E, Thence Westerly to the Southeast corner of Township 4N, Range 17E, Thence Northerly to the Northeast corner of Township 4N, Range 17E, Thence Westerly to the Southeast corner of Township 5N, Range 15E, Thence Northerly to the Northeast corner of Township 5N, Range 15E, Thence Westerly to the Southeast corner of Township 6N, Range 14E, Thence Northerly to the Northeast corner of Township 10N, Range 14E, Thence Easterly along the Southern line of Township 11N, to the California / Nevada State Border,

Thence Northerly along the California / Nevada State Border to the Northerly line of Township 17N,

Thence Westerly to the Southeast corner of Township 18N, Range 10E, Thence Northerly to the Northeast corner of Township 20N, Range 10E, Thence Westerly to the Southeast corner of Township 21N, Range 9E, Thence Northerly to the Northeast corner of Township 21N, Range 9E, Thence Westerly to the Southeast corner of Township 22N, Range 8E, Thence Northerly to the Northeast corner of Township 22N, Range 8E, Thence Westerly to the Northwest corner of Township 22N, Range 8E, Thence Northerly to the Southwest corner of Township 27N, Range 8E, Thence Easterly to the Southeast corner of Township 27N, Range 8E, Thence Northerly to the Northeast corner of Township 28N, Range 8E, Thence Westerly to the Southeast corner of Township 29N, Range 6E, Thence Northerly to the Northeast corner of Township 32N, Range 6E, Thence Westerly to the Northwest corner of Township 32 N. Range 6E. Thence Northerly to the Northeast corner of Township 35N, Range 5E, Thence Westerly to the Southeast corner of Township 36N, Range 3E, Thence Northerly to the Northeast corner of township 36N, Range 3E, Thence Westerly to the Southeast corner of Township 37N, Range 1W, Thence Northerly to the Northeast corner of Township 38N, Range 1W, Thence Westerly to the Southeast corner of Township 39N, Range 2W, Thence Northerly to the Northeast corner of Township 40N, Range 2W, Thence Westerly to the Southeast corner of Township 41N, Range 4W, Thence Northerly to the Northeast corner of Township 42N, Range 4W. Thence Westerly to the Southeast corner of Township 43N, Range 5W, Thence Northerly to the California / Oregon State Border,

Westerly Boundary of Township Range 8W, Thence Southerly to the Southwest corner of Township 43N, Range 8W, Thence Easterly to the Southeast corner of Township 43N, Range 8W, Thence Southerly to the Southwest corner of Township 42N, Range 7W, Thence Easterly to the Southeast corner of Township 42N, Range 7W, Thence Southerly to the Southwest corner of Township 41N, Range 6W, Thence Easterly to the Northwest corner of Township 40N, Range 5W, Thence Southerly to the Southwest corner of Township 38N, Range 5W, Thence Westerly to the Northwest corner of Township 37N, Range 6W, Thence Southerly to the Southwest corner of Township 35N, Range 6W, Thence Westerly to the Northwest corner of Township 34N, Range 10W, Thence Southerly to the Southwest corner of Township 31N, Range 10W, Thence Easterly to the Northwest corner of Township 30N, Range 9W, Thence Southerly to the Southwest corner of Township 30N, Range 9W, Thence Easterly to the Northwest corner of Township 29N, Range 8W, Thence Southerly to the Southwest corner of Township 23N, Range 8W, Thence Easterly to the Northwest corner of Township 22N, Range 6W, Thence Southerly to the Southwest corner of Township 16N, Range 6W, Thence Westerly to the Southeast corner of Township 16N, Range 9W, Thence Northerly to the Northeast corner of Township 16N. Range 9W. Thence Westerly to the Southeast. corner of Township 17N, Range 12W, Thence Northerly to the Northeast corner of Township 18N, Range 12W. Thence Westerly to the Northwest corner of Township 18N, Range 15W, Thence Southerly to the Southwest corner of Township 14N, Range 15W, Thence Easterly to the Northwest corner of Township 13N, Range 14W, Thence Southerly to the Southwest corner of Township 13N, Range 14W,

Thence Westerly along the California / Oregon State Border to the

and Commencing in the Pacific Ocean on the extension of the Humboldt Base Line,

Thence Easterly to the Northwest corner of Township 12N, Range 13W,

Thence Easterly to the Northwest corner of Township 11N, Range 12W,

Thence Southerly into the Pacific Ocean

Thence Southerly to the Southwest corner of Township 12N, Range 13W,

Thence Easterly to the Northwest corner of Township 1S, Range 2E, Thence Southerly to the Southwest corner of Township 2S, Range 2E, Thence Easterly to the Northwest corner of Township 3S, Range 3E, Thence Southerly to the Southwest corner of Township 5S, Range 3E, Thence Easterly to the Southeast corner of Township 5S, Range 4E, Thence Northerly to the Northeast corner of Township 4S, Range 4E, Thence Westerly to the Southeast corner of Township 3S, Range 3E, Thence Northerly to the Northeast corner of Township 5N, Range 3E, Thence Easterly to the Southeast corner of Township 6N, Range 5E, Thence Northerly to the Northeast corner of Township 7N, Range 5E, Thence Westerly to the Southeast corner of Township 8N, Range 3E, Thence Northerly to the Northeast corner of Township 9N, Range 3E, Thence Westerly to the Southeast corner of Township 10N, Range 1E, Thence Northerly to the Northeast corner of Township 13N, Range 1E, Thence Westerly into the Pacific Ocean, excluding that portion of Northern California contained within the

following lines:

Commencing at the Southwest corner of Township 12N, Range 11E, of the Mount Diablo Base and Meridian,

Thence Easterly to the Southeast corner of Township 12N, Range 16E, Thence Northerly to the Northeast corner of Township 12N, Range 16E, Thence Westerly to the Southeast corner of Township 13N, Range 15E, Thence Northerly to the Northeast corner of Township 13N, Range 15E, Thence Westerly to the Southeast corner of Township 14N, Range 14E, Thence Northerly to the Northeast corner of Township 16N, Range 14E, Thence Westerly to the Northwest corner of Township 16N, Range 12E, Thence Southerly to the Southwest corner of Township 16N, Range 12E, Thence Westerly to the Northwest corner of Township 15N, Range 11E, Thence Southerly to the point of beginning at the Southwest corner of Township 12N, Range 11E,

Area 2 shall be all areas not part of Area 1 described above.

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

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

DETERMINATION: NC-23-63-1-2015-2 ISSUE DATE: August 22, 2015

EXPIRATION DATE OF DETERMINATION: June 30, 2016* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the

Director – Research Unit at (415) 703-4774 for the new rates after ten days after the expiration date if no subsequent determination is issued.

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

				Employer Payments					Straight-Tim	ie		Overtime I	Hourly Rate	
Classification (Journeyperson)	Ba Ho Ra	urly	Health and Welfare	Pension	Vacation and Holiday ^e	Training	Other Payments	Hours	Ho	ital urly ate	Satu	nily/ rday ^d /2X	Hol	ay and iday X
Classification Group ^a	h								h		h		h	0
	Area 1 ^b	Area 2 ^c							Area 1 ^b	Area 2 ^c	Area 1 ^b	Area 2 ^c	Area 1 ^b	Area 2 ^c
Group 1	\$45.30	\$47.30	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$74.73	\$76.73	\$97.38	\$100.38	\$120.03	\$124.03
Group 2	\$43.57	\$45.57	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$73.00	\$75.00	\$94.79	\$97.79	\$116.57	\$120.57
Group 3	\$41.91	\$43.91	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$71.34	\$73.34	\$92.30	\$95.30	\$113.25	\$117.25
Group 4	\$40.35	\$42.35	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$69.78	\$71.78	\$89.96	\$92.96	\$110.13	\$114.13
Group 5	\$38.93	\$40.93	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$68.36	\$70.36	\$87.83	\$90.83	\$107.29	\$111.29
Group 6	\$37.43	\$39.43	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$66.86	\$68.86	\$85.58	\$88.58	\$104.29	\$108.29
Group 7	\$36.15	\$38.15	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$65.58	\$67.58	\$83.66	\$86.66	\$101.73	\$105.73
Group 8	\$34.88	\$36.88	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$64.31	\$66.31	\$81.75	\$84.75	\$99.19	\$103.19
Group 8-A	\$32.37	\$34.37	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$61.80	\$63.80	\$77.99	\$80.99	\$94.17	\$98.17
Group 1-A	\$46.28	\$48.28	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$75.71	\$77.71	\$98.85	\$101.85	\$121.99	\$125.99
Truck Crane Assistant to Engineer	\$38.45	\$40.45	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$67.88	\$69.88	\$87.11	\$90.11	\$106.33	\$110.33
Assistant to Engineer	\$35.86	\$37.86	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$65.29	\$67.29	\$83.22	\$86.22	\$101.15	\$105.15
Group 2-A	\$44.29	\$46.29	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$73.72	\$75.72	\$95.87	\$98.87	\$118.01	\$122.01
Truck Crane Assistant to Engineer	\$38.16	\$40.16	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$67.59	\$69.59	\$86.67	\$89.67	\$105.75	\$109.75
Assistant to Engineer	\$35.63	\$37.63	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$65.06	\$67.06	\$82.88	\$85.88	\$100.69	\$104.69
Group 3-A	\$42.33	\$44.33	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$71.76	\$73.76	\$92.93	\$95.93	\$114.09	\$118.09
Truck Crane Assistant to Engineer	\$37.89	\$39.89	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$67.32	\$69.32	\$86.27	\$89.27	\$105.21	\$109.21
Hydraulic	\$37.43	\$39.43	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$66.86	\$68.86	\$85.58	\$88.58	\$104.29	\$108.29
Assistant to Engineer	\$35.32	\$37.32	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$64.75	\$66.75	\$82.41	\$85.41	\$100.07	\$104.07
Group 4-A	\$38.93	\$40.93	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$68.36	\$70.36	\$87.83	\$90.83	\$107.29	\$111.29

[#] Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet at http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at http://www.dir.ca.gov/das/das.html.

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

For classifications within each group, see pages 39B-40.

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

AREA 2 - Modoc, and portions of Alpine, Amador, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Lake, Lassen, Madera, Mariposa, Mendocino, Monterey, Nevada, Placer, Plumas, Shasta, Sierra, Siskiyou, Sonoma, Tehama, Tulare, Tuolumne and Trinity counties. (Portions of counties falling in each area detailed on page 41).

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

^e Includes an amount for supplemental dues.

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: # OPERATING ENGINEER (BUILDING CONSTRUCTION)

DETERMINATION: NC-23-63-1-2015-2A **ISSUE DATE:** August 22, 2015

EXPIRATION DATE OF DETERMINATION: June 30, 2016* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director – Research Unit at (415) 703-4774 for the new rates after ten days after the expiration date if no subsequent determination is issued.

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

			_	Employer Payments					Straight-Tim	e		Overtime I	Hourly Rate	
Classification (Journeyperson)	Ba Ho	sic urly	Health and	Pension	Vacation and	Training	Other Payments	Hours		otal urly		aily/ rday ^d		ay and iday
	Ra	ate	Welfare		Holiday ^e				Ra	ate	11	/2X	2	X
Classification Group ^a														
	Area 1 ^b	Area 2 ^c							Area 1 ^b	Area 2 ^c	Area 1 ^b	Area 2c	Area 1 ^b	Area 2c
Group 1	\$39.55	\$41.55	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$68.98	\$70.98	\$88.76	\$91.76	\$108.53	\$112.53
Group 2	\$38.10	\$40.10	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$67.53	\$69.53	\$86.58	\$89.58	\$105.63	\$109.63
Group 3	\$36.70	\$38.70	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$66.13	\$68.13	\$84.48	\$87.48	\$102.83	\$106.83
Group 4	\$35.37	\$37.37	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$64.80	\$66.80	\$82.49	\$85.49	\$100.17	\$104.17
Group 5	\$34.16	\$36.16	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$63.59	\$65.59	\$80.67	\$83.67	\$97.75	\$101.75
Group 6	\$32.89	\$34.89	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$62.32	\$64.32	\$78.77	\$81.77	\$95.21	\$99.21
Group 7	\$31.80	\$33.80	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$61.23	\$63.23	\$77.13	\$80.13	\$93.03	\$97.03
Group 8	\$30.72	\$32.72	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$60.15	\$62.15	\$75.51	\$78.51	\$90.87	\$94.87
Group 8-A	\$28.60	\$30.60	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$58.03	\$60.03	\$72.33	\$75.33	\$86.63	\$90.63
Group 1-A	\$40.40	\$42.40	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$69.83	\$71.83	\$90.03	\$93.03	\$110.23	\$114.23
Truck Crane Assistant to Engineer	\$33.74	\$35.74	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$63.17	\$65.17	\$80.04	\$83.04	\$96.91	\$100.91
Assistant to Engineer	\$31.57	\$33.57	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$61.00	\$63.00	\$76.79	\$79.79	\$92.57	\$96.57
Group 2-A	\$38.71	\$40.71	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$68.14	\$70.14	\$87.50	\$90.50	\$106.85	\$110.85
Truck Crane Assistant to Engineer	\$33.50	\$35.50	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$62.93	\$64.93	\$79.68	\$82.68	\$96.43	\$100.43
Assistant to Engineer	\$31.35	\$33.35	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$60.78	\$62.78	\$76.46	\$79.46	\$92.13	\$96.13
Group 3-A	\$37.07	\$39.07	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$66.50	\$68.50	\$85.04	\$88.04	\$103.57	\$107.57
Truck Crane Assistant to Engineer	\$33.26	\$35.26	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$62.69	\$64.69	\$79.32	\$82.32	\$95.95	\$99.95
Hydraulic	\$32.89	\$34.89	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$62.32	\$64.32	\$78.77	\$81.77	\$95.21	\$99.21
Assistant to Engineer	\$31.10	\$33.10	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$60.53	\$62.53	\$76.08	\$79.08	\$91.63	\$95.63
Group 4-A	\$34.16	\$36.16	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$63.59	\$65.59	\$80.67	\$83.67	\$97.75	\$101.75

Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet at http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at http://www.dir.ca.gov/das/das.html.

NOTE: For Special Single and Second Shift rates, please see page 40C.

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

^a For classifications within each group, see pages 39B-40.

b AREA 1 - Butte, Kings, Merced, Napa, Sacramento, San Benito, San Joaquin, Santa Cruz, Stanislaus, Sutter, Yolo, and Yuba counties; and portions of Alpine, Amador, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Lake, Lassen, Madera, Mariposa, Mendocino, Monterey, Nevada, Placer, Plumas, Shasta, Sierra, Siskiyou, Sonoma, Tehama, Tuolumne and Trinity counties.

c AREA 2 - Modoc, and portions of Alpine, Amador, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Lake, Lassen, Madera, Mariposa, Mendocino,

Monterey, Nevada, Placer, Plumas, Shasta, Sierra, Siskiyou, Sonoma, Tehama, Tulare, Tuolumne and Trinity counties. (Portions of counties falling in each area detailed on page 41).

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

e Includes an amount for supplemental dues.

When three shifts are employed for five (5) or more consecutive days, seven and one-half (7 1/2) consecutive hours (exclusive of meal period), shall constitute a day of work, for which eight (8) times the straight time hourly rate shall be paid at the non-shift wage rate for the second shift. The third shift shall be seven (7) hours of work for eight (8) hours of pay at the non-shift wage rate.

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: # OPERATING ENGINEER (BUILDING CONSTRUCTION) (SPECIAL SINGLE AND SECOND SHIFT)

DETERMINATION: NC-23-63-1-2015-2A

ISSUE DATE: August 22, 2015

EXPIRATION DATE OF DETERMINATION: June 30, 2016* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director – Research Unit at (415) 703-4774 for the new rates after ten days after the expiration date if no subsequent determination is issued.

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

				Employer Payments					Straight-Tim	e		Overtime I	Hourly Rate	
Classification (Journeyperson)	Ba Ho		Health and	Pension	Vacation and	Training	Other Payments	Hours	To Ho	tal urly		nily/ rday ^d		ay and iday
,	Ra	ate	Welfare		Holidaye		,		Ra	ite		/2X	2	X
Classification Group ^a					,									
	Area 1 ^b	Area 2 ^c							Area 1 ^b	Area 2 ^c	Area 1 ^b	Area 2 ^c	Area 1 ^b	Area 2c
Group 1	\$43.70	\$45.70	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$73.13	\$75.13	\$94.98	\$97.98	\$116.83	\$120.83
Group 2	\$42.06	\$44.06	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$71.49	\$73.49	\$92.52	\$95.52	\$113.55	\$117.55
Group 3	\$40.50	\$42.50	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$69.93	\$71.93	\$90.18	\$93.18	\$110.43	\$114.43
Group 4	\$38.98	\$40.98	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$68.41	\$70.41	\$87.90	\$90.90	\$107.39	\$111.39
Group 5	\$37.63	\$39.63	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$67.06	\$69.06	\$85.88	\$88.88	\$104.69	\$108.69
Group 6	\$36.19	\$38.19	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$65.62	\$67.62	\$83.72	\$86.72	\$101.81	\$105.81
Group 7	\$34.98	\$36.98	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$64.41	\$66.41	\$81.90	\$84.90	\$99.39	\$103.39
Group 8	\$33.77	\$35.77	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$63.20	\$65.20	\$80.09	\$83.09	\$96.97	\$100.97
Group 8-A	\$31.38	\$33.38	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$60.81	\$62.81	\$76.50	\$79.50	\$92.19	\$96.19
Group 1-A	\$44.66	\$46.66	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$74.09	\$76.09	\$96.42	\$99.42	\$118.75	\$122.75
Truck Crane Assistant to Engineer	\$37.17	\$39.17	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$66.60	\$68.60	\$85.19	\$88.19	\$103.77	\$107.77
Assistant to Engineer	\$34.71	\$36.71	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$64.14	\$66.14	\$81.50	\$84.50	\$98.85	\$102.85
Group 2-A	\$42.75	\$44.75	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$72.18	\$74.18	\$93.56	\$96.56	\$114.93	\$118.93
Truck Crane Assistant to Engineer	\$36.90	\$38.90	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$66.33	\$68.33	\$84.78	\$87.78	\$103.23	\$107.23
Assistant to Engineer	\$34.47	\$36.47	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$63.90	\$65.90	\$81.14	\$84.14	\$98.37	\$102.37
Group 3-A	\$40.89	\$42.89	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$70.32	\$72.32	\$90.77	\$93.77	\$111.21	\$115.21
Truck Crane Assistant to Engineer	\$36.63	\$38.63	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$66.06	\$68.06	\$84.38	\$87.38	\$102.69	\$106.69
Hydraulic	\$36.19	\$38.19	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$65.62	\$67.62	\$83.72	\$86.72	\$101.81	\$105.81
Assistant to Engineer	\$34.19	\$36.19	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$63.62	\$65.62	\$80.72	\$83.72	\$97.81	\$101.81
Group 4-A	\$37.63	\$39.63	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$67.06	\$69.06	\$85.88	\$88.88	\$104.69	\$108.69

[#] Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet at http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at http://www.dir.ca.gov/das/das.html.

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

^a For classifications within each group, see pages 39B-40.

b AREA 1 - Butte, Kings, Merced, Napa, Sacramento, San Benito, San Joaquin, Santa Cruz, Stanislaus, Sutter, Yolo, and Yuba counties; and portions of Alpine, Amador, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Lake, Lassen, Madera, Mariposa, Mendocino, Monterey, Nevada, Placer, Plumas, Shasta, Sierra, Siskiyou, Sonoma, Tehama, Tulare, Tuolumne and Trinity counties.

c AREA 2 - Modoc, and portions of Alpine, Amador, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Lake, Lassen, Madera, Mariposa, Mendocino, Monterey, Nevada, Placer, Plumas, Shasta, Sierra, Siskiyou, Sonoma, Tehama, Tulare, Tuolumne and Trinity counties. (Portions of counties falling in each area detailed on page 41).

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

^e Includes an amount for supplemental dues.

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: #STEEL ERECTOR AND FABRICATOR (OPERATING ENGINEER-HEAVY AND HIGHWAY WORK)°

DETERMINATION: NC-23-63-1-2015-2D

ISSUE DATE: August 22, 2015
EXPIRATION DATE OF DETERMINATION: June 30, 2016* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director – Research Unit at (415) 703-4774 for the new rates after ten days after the expiration date if no subsequent determination is issued.

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

			Em	ployer Paym	ents		Straigh	nt-Time		Overtime Hourly	Rate
Classification (Journeyperson)	Basic Hourly Rate	Health and Welfare	Pension	Vacation and Holiday ^d	Training	Other Payments	Hours ^e	Total Hourly Rate	Daily ^b	Saturday ^{a&b}	Sunday and Holiday 2X
Group 1	\$42.82	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$72.25	\$93.66	\$93.66	\$115.07
Truck Crane Assistant to Engineer Assistant to Engineer	\$35.50 \$33.27	\$13.28 \$13.28	\$10.78 \$10.78	\$3.91 \$3.91	\$0.72 \$0.72	\$0.74 \$0.74	8 8	\$64.93 \$62.70	\$82.68 \$79.34	\$82.68 \$79.34	\$100.43 \$95.97
Group 2 Truck Crane Assistant to Engineer	\$41.05 \$35.28	\$13.28 \$13.28	\$10.78 \$10.78	\$3.91 \$3.91	\$0.72 \$0.72	\$0.74 \$0.74	8	\$70.48 \$64.71	\$91.01 \$82.35	\$91.01 \$82.35	\$111.53 \$99.99
Assistant to Engineer	\$33.00	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$62.43	\$78.93	\$78.93	\$95.43
Group 3	\$39.57	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$69.00	\$88.79	\$88.79	\$108.57
Truck Crane Assistant to Engineer	\$35.01	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$64.44	\$81.95	\$81.95	\$99.45
Hydraulic	\$34.62	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$64.05	\$81.36	\$81.36	\$98.67
Assistant to Engineer	\$32.78	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$62.21	\$78.60	\$78.60	\$94.99
Group 4	\$37.55	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$66.98	\$85.76	\$85.76	\$104.53
Group 5	\$36.25	\$13.28	\$10.78	\$3.86	\$0.72	\$0.74	8	\$65.63	\$83.76	\$83.76	\$101.88

[#] Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet at http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at http://www.dir.ca.gov/das/das.html.

- Saturday in the same work week may be worked at straight-time rates if a job is shut down during the normal work week due to inclement weather.
- b Rate applies to the first 2 daily overtime hours and the first 8 hours on Saturday only. All other time is paid at the Sunday/Holiday overtime rate.
- ^c For Building Construction, see page 40B
- d Includes an amount for supplemental dues.

GROUP 1

Cranes over 100 tons Derrick over 100 tons Self Propelled Boom Type Lifting Device over 100 tons

Cranes over 45 tons up to and including 100 tons Derrick, 100 tons and under Self Propelled Boom Type Lifting Device, over 45 tons Tower Crane

GROUP 3

Cranes, 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 Repairman/Welder

GROUP 5

Boom Cat

NOTE: For Special Single and Second Shift rates, please see page 45A.

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

When three shifts are employed for five (5) or more consecutive days, seven and one-half (7 1/2) consecutive hours (exclusive of meal period), shall constitute a day of work, for which eight (8) times the straight time hourly rate shall be paid at the non-shift wage rate for the second shift. The third shift shall be seven (7) hours of work for eight (8) hours of pay at the non-shift wage rate.

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: #STEEL ERECTOR AND FABRICATOR (OPERATING ENGINEER-HEAVY AND HIGHWAY WORK)^c (SPECIAL SINGLE AND SECOND SHIFT)

DETERMINATION: NC-23-63-1-2015-2D

ISSUE DATE: August 22, 2015

EXPIRATION DATE OF DETERMINATION: June 30, 2016* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director – Research Unit at (415) 703-4774 for the new rates after ten days after the expiration date if no subsequent determination is issued.

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

			Employer Payments				Straigl	nt-Time	O	vertime Hourly	Rate
Classification (Journeyperson)	Basic Hourly	Health and	Pension	Vacation and	Training	Other Payments	Hours	Total Hourly	Daily ^b	Saturday ^{a&b}	Sunday and Holiday
	Rate	Welfare		Holiday ^d				Rate	1 1/2X	1 1/2X	2X
Group 1	\$47.37	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$76.80	\$100.49	\$100.49	\$124.17
Truck Crane Assistant to Engineer	\$39.14	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$68.57	\$88.14	\$88.14	\$107.71
Assistant to Engineer	\$36.62	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$66.05	\$84.36	\$84.36	\$102.67
Group 2	\$45.39	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$74.82	\$97.52	\$97.52	\$120.21
Truck Crane Assistant to Engineer	\$38.89	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$68.32	\$87.77	\$87.77	\$107.21
Assistant to Engineer	\$36.34	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$65.77	\$83.94	\$83.94	\$102.11
Group 3	\$43.71	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$73.14	\$95.00	\$95.00	\$116.85
Truck Crane Assistant to Engineer	\$38.59	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$68.02	\$87.32	\$87.32	\$106.61
Hydraulic	\$38.16	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$67.59	\$86.67	\$86.67	\$105.75
Assistant to Engineer	\$36.08	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$65.51	\$83.55	\$83.55	\$101.59
Group 4	\$41.45	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$70.88	\$91.61	\$91.61	\$112.33
Group 5	\$39.98	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$69.41	\$89.40	\$89.40	\$109.39

[#] Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet at http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at http://www.dir.ca.gov/das/das.html.

GROUP 1

Cranes over 100 tons Derrick over 100 tons Self Propelled Boom Type Lifting Device over 100 tons

GROUP 2

Cranes over 45 tons up to and including 100 tons Derrick, 100 tons and under Self Propelled Boom Type Lifting Device, over 45 tons Tower Crane

GROUP 3

Cranes, 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 Repairman/Welder

GROUP 5

Boom Cat

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

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

Rate applies to the first 2 daily overtime hours and the first 8 hours on Saturday only. All other time is paid at the Sunday/Holiday overtime rate.

For Building Construction, see page 40B

d Includes an amount for supplemental dues.

FOR LANDSCAPE CONSTRUCTION PROJECTS

CRAFT: # OPERATING ENGINEER

DETERMINATION: NC-63-3-75-2015-2

ISSUE DATE: August 22, 2015

EXPIRATION DATE OF DETERMINATION: June 30, 2016* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director – Research Unit at (415) 703-4774 for the new rates after 10 days after the expiration date if no subsequent determination is issued.

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

				Employer Payments Health Pension Vacation Training Other					Straight-	<u>Time</u>		(<u>Overtime</u>	Hourly F	Rate	
Classification	Ba	sic	Health I	Pension '	Vacation	Training	Other	Hou	rs Tot	tal	Dail	y	Saturo	lay ^e	Sunday	and
(Journeyperson)	Hou	ırly	and		and		Payments	S	Ho	urly					Holid	ay
	Ra	te	Welfare]	Holiday ^d				Ra	te	1 1/2	X	1 1/2	2X	2X	
Classification Gro	oup ^a															
	Area 1 ^b	Area 2°	;						Area 1 ^b	Area 2 ^c						
Group I	\$31.15	33.15	13.28	10.23	3.57	0.71	0.88	8	59.82	61.82	75.395	78.395	75.395	78.395	90.97	94.97
Group II	27.55	29.55	13.28	10.23	3.57	0.71	0.88	8	56.22	58.22	69.995	72.995	69.995	72.995	83.77	87.77
Group III	22.94	24.94	13.28	10.23	3.57	0.71	0.88	8	51.61	53.61	63.08	66.08	63.08	66.08	74.55	78.55
Group IV	20.23	22.23	13.28	10.23	3.57	0.71	0.88	8	48.90	50.90	59.015	62.015	59.015	62.015	69.13	73.13

[#] Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet at http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at http://www.dir.ca.gov/das/das.html.

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

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at http://www.dir.ca.gov/OPRL/PWD. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

CLASSIFICATIONS

Group I

Landscape Finish Grade Operator. All finish grade work regardless of the equipment used, and all equipment with a horsepower rating of more than 65.

Group II

Landscape Operator up to 65 H.P. All equipment with a manufacturer's horsepower rating of 65 or less except equipment covered by Group I or Group III. The following equipment shall be included in Group II except when used for finish work so long as its manufacturer's horsepower rating is 65 or less.

A-Frame and Winch Truck

Backhoe

Forklift (Jobsite)

HDR Welder - Landscape - Operating Engineer's Equipment Hydro Seeder Machine

Roller

Rubber-Tired and Track Earthmoving Equipment

Skiploader Straw Blowers

Trencher - 35 Horsepower up to 65 Horsepower

Group III

Landscape Utility Operator Small Rubber-Tired Tractor Trencher - Under 35 Horsepower

Group IV

Assistant Landscape Utility Operator

^a For classifications within each group, see below.

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

^c **AREA 2** - Modoc, and portions of Alpine, Amador, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Lake, Lassen, Madera, Mariposa, Mendocino, Monterey, Nevada, Placer, Plumas, Shasta, Sierra, Siskiyou, Sonoma, Tehama, Tulare, Tuolumne and Trinity Counties. (Portions of counties falling in each area detailed on page 41).

^d Includes an amount for Supplemental Dues.

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

FOR LANDSCAPE CONSTRUCTION PROJECTS

CRAFT: # OPERATING ENGINEER (SPECIAL SINGLE AND SECOND SHIFT)

DETERMINATION: NC-63-3-75-2015-2

ISSUE DATE: August 22, 2015

EXPIRATION DATE OF DETERMINATION: June 30, 2016* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director – Research Unit at (415) 703-4774 for the new rates after 10 days after the expiration date if no subsequent determination is issued.

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

			Employer Payments					Strai	ght-Tin	<u>ne</u>		Ov	ertime H	<u>ourly Ra</u>	te	
Classification	Ba	sic	Health	Pension	Vacation	Training	Other	Hou	rs Tot	al	Da	ily	Satu	rday ^e	Sund	day &
(Journeyperson)	Ho	urly	and		and		Payments		Hou	rly					Hol	iday
	Ra	ite	Welfare		Holiday ^d				Ra	te	1 1	/2X	1 1	/2X	22	X
Classification Gro	oup ^a															
	Area 1 ^b	Area 2	С						Area 1 ^b	Area 2 ^c	Area 1	Area 2 ^c	Area 1 ^b	Area 2 ^c	Area 1 ^b	Area 2 ^c
Group I	\$34.56	36.56	13.28	10.23	3.57	0.71	0.88	8	63.23	65.23	80.51	83.51	80.51	83.51	97.79	101.79
Group II	30.51	32.51	13.28	10.23	3.57	0.71	0.88	8	59.18	61.18	74.435	77.435	74.435	77.435	89.69	93.69
Group III	25.32	27.32	13.28	10.23	3.57	0.71	0.88	8	53.99	55.99	66.65	69.65	66.65	69.65	79.31	83.31
Group IV	22.42	24.42	13.28	10.23	3.57	0.71	0.88	8	51.09	53.09	62.30	65.30	62.30	65.30	73.51	77.51

[#] Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet at http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at http://www.dir.ca.gov/das/das.html.

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

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at http://www.dir.ca.gov/OPRL/PWD. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

CLASSIFICATIONS

Group 1

Landscape Finish Grade Operator. All finish grade work regardless of the equipment used, and all equipment with a horsepower rating of more than 65.

Group I

Landscape Operator up to 65 H.P. All equipment with a manufacturer's horsepower rating of 65 or less except equipment covered by Group I or Group III. The following equipment shall be included in Group II except when used for finish work so long as its manufacturer's horsepower rating is 65 or less.

A-Frame and Winch Truck

Backhoe

Forklift (Jobsite)

HDR Welder - Landscape - Operating Engineer's Equipment Hydro Seeder Machine

Roller

Rubber-Tired and Track Earthmoving Equipment

Skiploader

Straw Blowers

Trencher - 35 Horsepower up to 65 Horsepower

Group III

Landscape Utility Operator Small Rubber-Tired Tractor Trencher - Under 35 Horsepower

Group IV

Assistant Landscape Utility Operator

^a For classifications within each group, see below.

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

^c **AREA 2** - Modoc, and portions of Alpine, Amador, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Lake, Lassen, Madera, Mariposa, Mendocino, Monterey, Nevada, Placer, Plumas, Shasta, Sierra, Siskiyou, Sonoma, Tehama, Tulare, Tuolumne and Trinity Counties. (Portions of counties falling in each area detailed on page 41).

^d Includes an amount for Supplemental Dues.

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

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: # DREDGER OPERATING ENGINEER

(CLAMSHELL AND DIPPER DREDGING AND HYDRAULIC SUCTION DREDGING)

DETERMINATION: NC-63-3-12-2015-1

ISSUE DATE: August 22, 2015

EXPIRATION DATE OF DETERMINATION: June 30, 2016*. Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director – Research Unit at (415) 703-4774 for the new rates after ten days after the expiration date if no subsequent determination is issued.

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

			Employer Payments				Str	aight-Tin	ne		C	vertime I	Hourly Ra	ite		
Classification (Journeyperson	n) H	Basic lourly Rate	Health and Welfare		Vacation and Holiday ^d	Training	Other Payments	Hours	rs Total Hourly Rate		Dai:	,	Satur 1 1/2	J	Sund and Holi 22	d day
Classification (First Shift		b Area 2	2°						Area 1 ^b	Area 2 ^c	Area 1 ^b	Area 2 ^c	Area 1 ^b	Area 2 ^c		Area 2 ^c
Group 1	\$42.17	44.17	13.28	12.29	4.70	0.13	0.25	8	72.82	74.82	93.905	96.905	93.905	96.905	114.99	118.99
Group 2	37.21	39.21	13.28	12.29	4.70	0.13	0.25	8	67.86	69.86	86.465	89.465	86.465	89.465	105.07	109.07
Group 3	36.09	38.09	13.28	12.29	4.70	0.13	0.25	8	66.74	68.74	84.785	87.785	84.785	87.785	102.83	106.83
Group 4	32.79	34.79	13.28	12.29	4.70	0.13	0.25	8	63.44	65.44	79.835	82.835	79.835	82.835	96.23	100.23
Special Single Second Shift		b Area 2	2°						Area 1 ^b	Area 2 ^c	Area 1 ^b	Area 2 ^c	Area 1 ^b	Area 2 ^c	Area 1 ^t	Area 2 ^c
Group 1	\$46.48	48.48	13.28	12.29	4.70	0.13	0.25	8	77.13	79.13	100.370	103.370	100.370	103.370	123.61	127.61
Group 2	40.90	42.90	13.28	12.29	4.70	0.13	0.25	8	71.55	73.55	92.000	95.000	92.000	95.000	112.45	116.45
Group 3	39.64	41.64	13.28	12.29	4.70	0.13	0.25	8	70.29	72.29	90.110	93.110	90.110	93.110	109.93	113.93
Group 4	35.93	37.93	13.28	12.29	4.70	0.13	0.25	8	66.58	68.58	84.545	87.545	84.545	87.545	102.51	106.51

[#] Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet @ http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWage/Start.asp . To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at http://www.dir.ca.gov/das/das.html.

g Rate applies to the first 4 daily overtime hours Monday thru Friday and the first 12 hours on Saturday. All other time worked is paid at the Sunday and Holiday overtime rate.

GROUP 1	GROUP 3	GROUP 4
Chief Engineer	Booster Pump Operator	Bargeman
Day Mate (Captain)	Deck Engineer	Deckhand
Leverman/Operator	Deck Mate	Fireman
	Dredge Tender	Leveehand
GROUP 2	Watch Engineer	Oiler
	Welder	
Dredge Dozer	Winch Man	
HDR/Welder		

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

^a For classifications within each group, see below.

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

^c AREA 2 - Modoc, and portions of Alpine, Amador, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Lake, Lassen, Madera, Mariposa, Mendocino, Monterey, Nevada, Placer, Plumas, Shasta, Sierra, Siskiyou, Sonoma, Tehama, Trinity, Tulare, and Tuolumne counties (Portions of counties falling in each area detailed on page 41).

^d Includes an amount for Supplemental Dues.

^e Includes an amount for Annuity Trust Fund.

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

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: TRAFFIC CONTROL/LANE CLOSURE (LABORER) h AND # PARKING AND HIGHWAY IMPROVEMENT PAINTER (LABORER)

DETERMINATION: NC-23-102-13-2015-2

ISSUE DATE: August 22, 2015

EXPIRATION DATE OF DETERMINATION: June 26, 2016** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.

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

				ployer Payme			Straigh	t-Time		time Hourly	Rate
Classification	Basic	Health	Pension a	Vacation	Training	Other	Hours	Total	Daily ^f	Saturday cf	Sunday
(Journeyperson)	Hourly	and		and		Payments		Hourly			And
	Rate	Welfare e		Holiday ^b				Rate	1 1/2X	1 1/2X	Holiday ^g
TRAFFIC CONTROL AND	DEL ATED	CI ACCITICA	TIONE								
TRAFFIC CONTROL AND	KELATED	CLASSIFICA	MIIONS								
AREA 1 ^d											
Traffic Control Person I	28.84	7.54	10.38	2.63	0.43	0.22	8	50.04	64.46	64.46	78.88
Traffic Control Person II	26.34	7.54	10.38	2.63	0.43	0.22	8	47.54	60.71	60.71	75.68
Flag Person	28.54	7.54	10.38	2.63	0.43	0.22	8	49.74	64.01	64.01	78.28
AREA 2 d											
Traffic Control Person I	27.84	7.54	10.38	2.63	0.43	0.22	8	49.04	62.96	62.96	76.88
Traffic Control Person II	25.34	7.54	10.38	2.63	0.43	0.22	8	46.54	59.21	59.21	71.88
Flag Person	27.54	7.54	10.38	2.63	0.43	0.22	8	48.74	62.51	62.51	76.28
-											

DETERMINATION: NC-23-102-13-2015-2A

ISSUE DATE: August 22, 2015

EXPIRATION DATE OF DETERMINATION: June 26, 2016** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.

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

STRIPER AND RELATED CLASSIFICATIONS

			Employer Payments					t-Time	Overt	ime Hourly	Rate
Classification	Basic	Health d	Pension a	Vacation	Training	Other	Hours	Total	Daily ^f	Saturday c	f Sunday
(Journeyperson)	Hourly	and		and		Payments		Hourly			and
	Rate	Welfare		Holiday ^b				Rate	1 1/2X	1 1/2X	Holiday ^g
~ .										-0.44-	
Group 1	32.25	7.54	9.42	2.48	0.41	0.19	8	52.29	68.415	68.415	84.54
Group 2	30.75	7.54	9.42	2.48	0.41	0.19	8	50.79	66.165	66.165	81.54
Group 3	29.00	7.54	9.42	2.48	0.41	0.19	8	49.04	63.54	63.54	78.04
Group 4	26.90	7.54	9.42	2.48	0.41	0.19	8	46.94	60.39	60.39	73.84

Group 1 Traffic Striping Applicator

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Group 2
Traffic Delineating Device Applicator
Traffic Protective System Installer
Pavement Markings Applicator
Decorative Asphalt Surfacing Applicator

Group 3

Traffic Surface Abrasive Blaster Pot Tender Group 4

Parking Lots, Game Courts & Playground Striping Applicator

Decorative Asphalt Surfacing Laborer

Footnotes are listed on page 44A

Determination: NC-23-102-13-2015-2 and NC-23-102-13-2015-2A

- # Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet at http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at http://www.dir.ca.gov/OPRL/PWAppWageStart.asp. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at http://www.dir.ca.gov/OPRL/PWAppWageStart.asp.
- a Includes an amount for the Annuity Trust Fund.
- b Includes an amount for Supplemental Dues.
- c Saturdays or scheduled sixth (6th) consecutive work day in the same work week may be worked at straight-time if the job is shut down during the normal work week due to inclement weather, major mechanical breakdown or lack of materials beyond the control of the employer.
- d AREA 1 Alameda, Contra Costa, Marin, San Francisco, San Mateo and Santa Clara Counties.

 AREA 2 Alpine, Amador, Butte, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Joaquin, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo and Yuba Counties.
- e Includes an amount for Retiree Health & Welfare
- f One and one-half (1-1/2) the straight time hourly rate of pay shall be paid for all work performed in excess of forty hours (40) a week or eight hours (8) a day and the sixth (6th) consecutive day worked or Saturdays.
- g Two times (2x) the straight time hourly rate of pay shall be paid for all work performed on the seventh (7th) consecutive day worked, or Sundays and holidays.
- h The rates of the Laborer classifications for the craft of Traffic Control/Lane Closure (Laborer) do not apply to traffic control work associated with parking and highway improvement projects in San Joaquin, Tuolumne, and Yolo Counties. For traffic control work associated with parking and highway improvement projects in these three counties, the minimum rate of pay is that of the Painter classifications for the craft of Parking and Highway Improvement Painter (Painter).

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

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: #STEEL ERECTOR AND FABRICATOR (OPERATING ENGINEER-BUILDING CONSTRUCTION)

DETERMINATION: NC-23-63-1-2015-2D1

ISSUE DATE: August 22, 2015

EXPIRATION DATE OF DETERMINATION: June 30, 2016* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director – Research Unit at (415) 703-4774 for the new rates after ten days after the expiration date if no subsequent determination is issued.

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

			Employer Payments			Straigh	nt-Time	O	ertime Hourly	Rate	
Classification ^b (Journeyperson)	Basic Hourly Rate	Health and Welfare	Pension	Vacation and Holiday ^c	Training	Other Payments	Hours ^d	Total Hourly Rate	Daily 1 1/2X	Saturday ^a	Sunday and Holiday 2X
Group 1	\$41.34	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$70.77	\$91.44	\$91.44	\$112.11
Truck Crane Assistant to Engineer	\$34.35	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$63.78	\$80.96	\$80.96	\$98.13
Assistant to Engineer	\$32.21	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$61.64	\$77.75	\$77.75	\$93.85
Group 2	\$39.63	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$69.06	\$88.88	\$88.88	\$108.69
Truck Crane Assistant to Engineer	\$34.13	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$63.56	\$80.63	\$80.63	\$97.69
Assistant to Engineer	\$31.96	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$61.39	\$77.37	\$77.37	\$93.35
Group 3 Truck Crane Assistant to Engineer Hydraulic Assistant to Engineer	\$38.24 \$33.88 \$33.50 \$31.73	\$13.28 \$13.28 \$13.28 \$13.28	\$10.78 \$10.78 \$10.78 \$10.78	\$3.91 \$3.91 \$3.91 \$3.91	\$0.72 \$0.72 \$0.72 \$0.72	\$0.74 \$0.74 \$0.74 \$0.74	8 8 8	\$67.67 \$63.31 \$62.93 \$61.16	\$86.79 \$80.25 \$79.68 \$77.03	\$86.79 \$80.25 \$79.68 \$77.03	\$105.91 \$97.19 \$96.43 \$92.89
Group 4	\$36.31	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$65.74	\$83.90	\$83.90	\$102.05
Group 5	\$35.06	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74		\$64.49	\$82.02	\$82.02	\$99.55

[#] Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet at http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at http://www.dir.ca.gov/das/das.html.

NOTE: For Special Single and Second Shift rates, please see page 40D.

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

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

^b For classifications within each group, see page 45.

^c Includes an amount for supplemental dues.

d When three shifts are employed for five (5) or more consecutive days, seven and one-half (7 1/2) consecutive hours (exclusive of meal period), shall constitute a day of work, for which eight (8) times the straight time hourly rate shall be paid at the non-shift wage rate for the second shift. The third shift shall be seven (7) hours of work for eight (8) hours of pay at the non-shift wage rate.

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: #STEEL ERECTOR AND FABRICATOR (OPERATING ENGINEER-BUILDING CONSTRUCTION) (SPECIAL SINGLE AND SECOND SHIFT)

DETERMINATION: NC-23-63-1-2015-2D1

ISSUE DATE: August 22, 2015

EXPIRATION DATE OF DETERMINATION: June 30, 2016* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director – Research Unit at (415) 703-4774 for the new rates after ten days after the expiration date if no subsequent determination is issued.

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

			Employer Payments				Straigh	nt-Time	O\	ertime Hourly	Rate
Classification ^b (Journeyperson)	Basic Hourly	Health and	Pension	Vacation and	Training	Other Payments	Hours	Total Hourly	Daily	Saturday ^a	Sunday and Holiday
	Rate	Welfare		Holiday ^c				Rate	1 1/2X	1 1/2X	2X
Group 1	\$45.71	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$75.14	\$98.00	\$98.00	\$120.85
Truck Crane Assistant to Engineer	\$37.85	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$67.28	\$86.21	\$86.21	\$105.13
Assistant to Engineer	\$35.43	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$64.86	\$82.58	\$82.58	\$100.29
Group 2	\$43.79	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$73.22	\$95.12	\$95.12	\$117.01
Truck Crane Assistant to Engineer	\$37.59	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$67.02	\$85.82	\$85.82	\$104.61
Assistant to Engineer	\$35.16	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$64.59	\$82.17	\$82.17	\$99.75
Group 3	\$42.21	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$71.64	\$92.75	\$92.75	\$113.85
Truck Crane Assistant to Engineer	\$37.31	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$66.74	\$85.40	\$85.40	\$104.05
Hydraulic	\$36.90	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$66.33	\$84.78	\$84.78	\$103.23
Assistant to Engineer	\$34.88	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$64.31	\$81.75	\$81.75	\$99.19
Group 4	\$40.06	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$69.49	\$89.52	\$89.52	\$109.55
Group 5	\$38.64	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$68.07	\$87.39	\$87.39	\$106.71

[#] Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet at http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at http://www.dir.ca.gov/das/das.html.

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

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

^b For classifications within each group, see page 45.

^c Includes an amount for supplemental dues.

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: #PILE DRIVER (OPERATING ENGINEER-HEAVY AND HIGHWAY WORK)

DETERMINATION: NC-23-63-1-2015-2B

ISSUE DATE: August 22, 2015

EXPIRATION DATE OF DETERMINATION: June 30, 2016* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director -Research Unit at (415) 703-4774 for the new rates after ten days after the expiration date if no subsequent determination is issued.

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

			Employer Payments			-	Straigh	nt-Time	Ov	ertime Hourly	y Rate
Classification (Journeyperson)	Basic Hourly	Health and	Pension	Vacation and	Training	Other Payments	Hours ^d	Total Hourly	Daily ^c	Saturday ^a	Sunday and Holiday
	Rate	Welfare		Holiday ^b				Rate	1 1/2X	1 1/2X	2X
Group 1	\$42.19	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$71.62	\$92.72	\$92.72	\$113.81
Truck Crane Assistant to Engineer	\$35.21	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$64.64	\$82.25	\$82.25	\$99.85
Assistant to Engineer	\$32.93	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$62.36	\$78.83	\$78.83	\$95.29
Group 2	\$40.37	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$69.80	\$89.99	\$89.99	\$110.17
Truck Crane Assistant to Engineer	\$34.96	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$64.39	\$81.87	\$81.87	\$99.35
Assistant to Engineer	\$32.66	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$62.09	\$78.42	\$78.42	\$94.75
Group 3	\$38.69	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$68.12	\$87.47	\$87.47	\$106.81
Truck Crane Assistant to Engineer	\$34.67	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$64.10	\$81.44	\$81.44	\$98.77
Assistant to Engineer	\$32.44	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$61.87	\$78.09	\$78.09	\$94.31
Group 4	\$36.92	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$66.35	\$84.81	\$84.81	\$103.27
Group 6	\$34.28	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$63.71	\$80.85	\$80.85	\$97.99
Group 8	\$32.05	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$61.48	\$77.51	\$77.51	\$93.53

Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet at http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at http://www.dir.ca.gov/das/das.html.

GROUP 1

Clamshells Over 7 Cu Yds

Derrick Barge Pedestal Mounted Over 100 Tons Self Propelled Boom Type Lifting Device Over 100 Tons

Truck Crane Or Crawler, Land Or Barge Mounted Over 100 Tons

GROUP 2

Clamshells Up To And Including 7 Cu Yds

Derrick Barge Pedestal Mounted 45 Tons Up To And Including 100 Tons Fundex F-12 Hydraulic Pile Rig

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

Derrick Barge Pedestal Mounted Under 45 Tons

Self Propelled Boom Type Lifting Device 45 Tons And Under

Shid/Scow Piledriver, Any Tonnage

Truck Crane Or Crawler, Land Or Barge Mounted 45 Tons And Under

GROUP 4

Assistant Operator

Forklift, 10 Tons And Over

Heavy Duty Repairman/Welder

GROUP 6

Deck Engineer

GROUP 8

Deckhand Fireman

NOTE: For Special Single and Second Shift rates, please see page 47B.

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

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

Includes an amount for supplemental dues.

Rate applies to the first 2 daily overtime hours only. All other time is paid at the double time rate.

When three shifts are employed for five (5) or more consecutive days, seven and one-half (7 1/2) consecutive hours (exclusive of meal period), shall constitute a day of work, for which eight (8) times the straight time hourly rate shall be paid at the non-shift wage rate for the second shift. The third shift shall be seven (7) hours of work for eight (8) hours of pay at the non-shift wage rate

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: #PILE DRIVER (OPERATING ENGINEER-HEAVY AND HIGHWAY WORK) (SPECIAL SINGLE AND SECOND SHIFT)

DETERMINATION: NC-23-63-1-2015-2B

ISSUE DATE: August 22, 2015

EXPIRATION DATE OF DETERMINATION: June 30, 2016* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director – Research Unit at (415) 703-4774 for the new rates after ten days after the expiration date if no subsequent determination is issued.

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

			Employer Payments			-	Straig	nt-Time	Ov	ertime Hourl	y Rate
Classification (Journeyperson)	Basic Hourly	Health and	Pension	Vacation and	Training	Other Payments	Hours	Total Hourly	Daily ^c	Saturday ^a	Sunday and Holiday
	Rate	Welfare		Holiday⁵				Rate	1 1/2X	1 1/2X	2X
Group 1	\$46.66	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$76.09	\$99.42	\$99.42	\$122.75
Truck Crane Assistant to Engineer	\$38.81	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$68.24	\$87.65	\$87.65	\$107.05
Assistant to Engineer	\$36.24	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$65.67	\$83.79	\$83.79	\$101.91
Group 2	\$44.61	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$74.04	\$96.35	\$96.35	\$118.65
Truck Crane Assistant to Engineer	\$38.54	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$67.97	\$87.24	\$87.24	\$106.51
Assistant to Engineer	\$35.94	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$65.37	\$83.34	\$83.34	\$101.31
Group 3	\$42.73	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$72.16	\$93.53	\$93.53	\$114.89
Truck Crane Assistant to Engineer	\$38.21	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$67.64	\$86.75	\$86.75	\$105.85
Assistant to Engineer	\$35.70	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$65.13	\$82.98	\$82.98	\$100.83
Group 4	\$40.73	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$70.16	\$90.53	\$90.53	\$110.89
Group 6	\$37.76	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$67.19	\$86.07	\$86.07	\$104.95
Group 8	\$35.26	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$64.69	\$82.32	\$82.32	\$99.95

[#] Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet at http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at http://www.dir.ca.gov/das/das.html.

GROUP 1

Clamshells Over 7 Cu Yds
Derrick Barge Pedestal Mounted Over 100 Tons
Self Propelled Boom Type Lifting Device Over 100 Tons
Truck Crane Or Crawler, Land Or Barge Mounted Over 100 Tons

GROUP 2

Clamshells Up To And Including 7 Cu Yds
Derrick Barge Pedestal Mounted 45 Tons Up To And Including 100 Tons
Fundex F-12 Hydraulic Pile Rig
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

GROUP 3

Derrick Barge Pedestal Mounted Under 45 Tons Self Propelled Boom Type Lifting Device 45 Tons And Under Shid/Scow Piledriver, Any Tonnage Truck Crane Or Crawler, Land Or Barge Mounted 45 Tons And Under

GROUP 4

Assistant Operator
Forklift, 10 Tons And Over
Heavy Duty Repairman/Welder

GROUP 6

Deck Engineer

GROUP 8

Deckhand Fireman

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

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

^b Includes an amount for supplemental dues.

^c Rate applies to the first 2 daily overtime hours only. All other time is paid at the double time rate.

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: #PILE DRIVER (OPERATING ENGINEER-BUILDING CONSTRUCTION)

DETERMINATION: NC-23-63-1-2015-2B1

ISSUE DATE: August 22, 2015

EXPIRATION DATE OF DETERMINATION: June 30, 2016* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director – Research Unit at (415) 703-4774 for the new rates after ten days after the expiration date if no subsequent determination is issued.

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

			Employer Payments				Straigh	nt-Time	Overtime Hourly Rate		
Classification ^b (Journeyperson)	Basic Hourly	Health and	Pension	Vacation and	Training	Other Payments	Hours ^d	Total Hourly	Daily	Saturday ^a	Sunday and Holiday
	Rate	Welfare		Holiday ^c				Rate	1 1/2X	1 1/2X	2X
Group 1	\$40.71	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$70.14	\$90.50	\$90.50	\$110.85
Truck Crane Assistant to Engineer	\$34.06	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$63.49	\$80.52	\$80.52	\$97.55
Assistant to Engineer	\$31.89	\$13.28	\$10.78	\$3.91	\$0.72 \$0.72	\$0.74	8	\$61.32	\$77.27	\$77.27	\$93.21
Group 2	\$39.00	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$68.43	\$87.93	\$87.93	\$107.43
Truck Crane Assistant to Engineer	\$33.83	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$63.26	\$80.18	\$80.18	\$97.09
Assistant to Engineer	\$31.64	\$13.28	\$10.78	\$3.91	\$0.72 \$0.72	\$0.74	8	\$61.07	\$76.89	\$76.89	\$92.71
Group 3	\$37.39	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$66.82	\$85.52	\$85.52	\$104.21
Truck Crane Assistant to Engineer	\$33.56	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$62.99	\$79.77	\$79.77	\$96.55
Assistant to Engineer	\$31.41	\$13.28	\$10.78	\$3.91	\$0.72 \$0.72	\$0.74	8	\$60.84	\$76.55	\$76.55	\$92.25
Group 4	\$35.69	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$65.12	\$82.97	\$82.97	\$100.81
Group 6	\$33.19	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$62.62	\$79.22	\$79.22	\$95.81
Group 8	\$31.05	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$60.48	\$76.01	\$76.01	\$91.53

Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet at http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWage/Start.asp.

To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at http://www.dir.ca.gov/das/das.html.

NOTE: For Special Single and Second Shift rates, please see page 47C.

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

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

^b For classifications within each group, see page 47.

c Includes an amount for supplemental dues.

d When three shifts are employed for five (5) or more consecutive days, seven and one-half (7 1/2) consecutive hours (exclusive of meal period), shall constitute a day of work, for which eight (8) times the straight time hourly rate shall be paid at the non-shift wage rate for the second shift. The third shift shall be seven (7) hours of work for eight (8) hours of pay at the non-shift wage rate.

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: #PILE DRIVER (OPERATING ENGINEER-BUILDING CONSTRUCTION) (SPECIAL SINGLE AND SECOND SHIFT)

DETERMINATION: NC-23-63-1-2015-2B1

ISSUE DATE: August 22, 2015

EXPIRATION DATE OF DETERMINATION: June 30, 2016* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director – Research Unit at (415) 703-4774 for the new rates after ten days after the expiration date if no subsequent determination is issued.

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

			Employer Payments				Straigl	nt-Time	Overtime Hourly Rate		
Classification ^b (Journeyperson)	Basic Hourly	Health and	Pension	Vacation and	Training	Other Payments	Hours	Total Hourly	Daily	Saturday ^a	Sunday and Holiday
	Rate	Welfare		Holiday ^c				Rate	1 1/2X	1 1/2X	2X
Group 1	\$45.00	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$74.43	\$96.93	\$96.93	\$119.43
Truck Crane Assistant to Engineer	\$37.52	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$66.95	\$85.71	\$85.71	\$104.47
Assistant to Engineer	\$35.08	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$64.51	\$82.05	\$82.05	\$99.59
Group 2	\$43.06	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$72.49	\$94.02	\$94.02	\$115.55
Truck Crane Assistant to Engineer	\$37.27	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$66.70	\$85.34	\$85.34	\$103.97
Assistant to Engineer	\$34.80	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$64.23	\$81.63	\$81.63	\$99.03
Group 3	\$41.27	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$70.70	\$91.34	\$91.34	\$111.97
Truck Crane Assistant to Engineer	\$36.96	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$66.39	\$84.87	\$84.87	\$103.35
Assistant to Engineer	\$34.53	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$63.96	\$81.23	\$81.23	\$98.49
Group 4	\$39.34	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$68.77	\$88.44	\$88.44	\$108.11
Group 6	\$36.53	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$65.96	\$84.23	\$84.23	\$102.49
Group 8	\$34.14	\$13.03	\$10.78	\$3.91	\$0.72	\$0.74	8	\$63.32	\$80.39	\$80.39	\$97.46

[#] Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet at http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp.
To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at http://www.dir.ca.gov/das/das.html.

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

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

^b For classifications within each group, see page 47.

^c Includes an amount for supplemental dues.

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: #LABORER AND RELATED CLASSIFICATIONS

DETERMINATION: NC-23-102-1-2015-2

ISSUE DATE: August 22, 2015

EXPIRATION DATE OF DETERMINATION: JUNE 26, 2016** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

LOCALITY: ALL LOCALITIES WITHIN ALAMEDA, ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, CONTRA COSTA, DEL NORTE, EL DORADO, FRESNO, GLENN, HUMBOLDT, KINGS, LAKE, LASSEN, MADERA, MARIPOSA, MARIN, MENDOCINO, MERCED, MODOC, MONTEREY, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA, STANISLAUS, SUTTER, TEHAMA, TRINITY, TULARE, TUOLUMNE, YOLO, AND YUBA COUNTIES.

			Emplo	yer Payment	S		Straight-Ti	me	Overtin	ne Hourly Rate	
Classification ^a (Journeyperson)	Basic Hourly	Health and	Pension	Vacation and	Training	Other Payments	Hours	Total Hourly	Daily	Saturdayb	Sunday/ Holiday
(Journeyperson)	Rate ^g	Welfare		and Holiday		Payments		-	1 1/2V	1 1/2X	2X
AREA 1°	Kate	wenare		Honday				Rate	1 1/2X	1 1/2A	2A
Construction Specialist	29.49	7.54	10.38	2.63	0.43	0.22	8	50.69	65.435	65.435	80.18
•	28.79	7.54	10.38	2.63	0.43	0.22	8	49.99	64.385	64.385	78.78
Group 1; Group 1(B) ^e											
Group 1 (A)	29.01	7.54	10.38	2.63	0.43	0.22	8	50.21	64.715	64.715	79.22
Group 1 (C)	28.84	7.54	10.38	2.63	0.43	0.22	8	50.04	64.46	64.46	78.88
Group 1 (E)	29.34	7.54	10.38	2.63	0.43	0.22	8	50.54	65.21	65.21	79.88
Group 1 (F-1)	29.37	7.54	10.38	2.63	0.43	0.22	8	50.57	65.255	65.255	79.94
Group 1 (F-2)	28.39	7.54	10.38	2.63	0.43	0.22	8	49.59	63.785	63.785	77.98
Group 1 (G)	28.99	7.54	10.38	2.63	0.43	0.22	8	50.19	64.685	64.685	79.18
Group 2	28.64	7.54	10.38	2.63	0.43	0.22	8	49.84	64.16	64.16	78.48
Group 3; Group 3(A)	28.54	7.54	10.38	2.63	0.43	0.22	8	49.74	64.01	64.01	78.28
Group 4; Group 6(B)	22.23	7.54	10.38	2.63	0.43	0.22	8	43.43	54.545 ^d	54.545 ^d	65.66 ^d
Group 6	29.75	7.54	10.38	2.63	0.43	0.22	8	50.95	65.825	65.825	80.70
Group 6 (A)	29.25	7.54	10.38	2.63	0.43	0.22	8	50.45	65.075	65.075	79.70
Group 6 (C)	28.66	7.54	10.38	2.63	0.43	0.22	8	49.86	64.19	64.19	78.52
Group 7 – Stage 1 (1st 6 months)	19.98	7.54	10.38	2.63	0.43	0.22	8	41.18	51.17	51.17	61.16
Stage 2 (2 nd 6 months)	22.83	7.54	10.38	2.63	0.43	0.22	8	44.03	55.445	55.445	66.86
Stage 3 (3 rd 6 months)	25.69	7.54	10.38	2.63	0.43	0.22	8	46.89	59.735	59.735	72.58
AREA 2°											
Construction Specialist	28.49	7.54	10.38	2.63	0.43	0.22	8	49.69	63.935	63.935	78.18
Group 1; Group 1(B) e	27.79	7.54	10.38	2.63	0.43	0.22	8	48.99	62.885	62.885	76.78
Group 1 (A)	28.01	7.54	10.38	2.63	0.43	0.22	8	49.21	63.215	63.215	77.22
Group 1 (C)	27.84	7.54	10.38	2.63	0.43	0.22	8	49.04	62.96	62.96	76.88
Group 1 (E)	28.34	7.54	10.38	2.63	0.43	0.22	8	49.54	63.71	63.71	77.88
Group 1 (F-1)	28.37	7.54	10.38	2.63	0.43	0.22	8	49.57	63.755	63.755	77.94
Group 1 (F-2)	27.39	7.54	10.38	2.63	0.43	0.22	8	48.59	62.285	62.285	75.98
Group 2	27.64	7.54	10.38	2.63	0.43	0.22	8	48.84	62.66	62.66	76.48
Group 3; Group 3(A)	27.54	7.54	10.38	2.63	0.43	0.22	8	48.74	62.51	62.51	76.28
Group 4; Group 6(B)	21.23	7.54	10.38	2.63	0.43	0.22	8	42.43	53.045 ^d	53.045 ^d	63.66 ^d
Group 6	28.75	7.54	10.38	2.63	0.43	0.22	8	49.95	64.325	64.325	78.70
Group 6 (A)	28.25	7.54	10.38	2.63	0.43	0.22	8	49.45	63.575	63.575	77.70
Group 6 (C)	27.66	7.54	10.38	2.63	0.43	0.22	8	48.86	62.69	62.69	76.52
Group 7 – Stage 1 (1 st 6 months)	19.28	7.54	10.38	2.63	0.43	0.22	8	40.48	50.12	50.12	59.76
Stage 2 (2 nd 6 months)	22.03	7.54	10.38	2.63	0.43	0.22	8	43.23	54.245	54.245	65.26
Stage 3 (3 rd 6 months)	24.79	7.54	10.38	2.63	0.43	0.22	8	45.99	58.385	58.385	70.78
	2,	,	10.50	2.00	05	0.22	0	,	20.202	50.505	, 0., 0

PLEASE GO TO PAGE 50 FOR CLASSIFICATIONS WITHIN EACH GROUP

INDICATES AN APPRENTICEABLE CRAFT. THE CURRENT APPRENTICE WAGE RATES ARE AVAILABLE ON THE INTERNET AT HTTP://WWW.DIR.CA.GOV/OPRL/PWAPPWAGE/PWAPPWAGESTART.ASP. TO OBTAIN ANY APPRENTICE WAGE RATES AS OF JULY 1, 2008 AND PRIOR TO SEPTEMBER 27, 2012, PLEASE CONTACT THE DIVISION OF APPRENTICESHIP STANDARDS OR REFER TO THE DIVISION OF APPRENTICESHIP STANDARDS' WEBSITE AT HTTP://WWW.DIR.CA.GOV/DAS/DAS.HTML.

- a GROUP 1(D) MAINTENANCE OR REPAIR TRACKMEN AND ROAD BEDS AND ALL EMPLOYEES PERFORMING WORK COVERED BY THIS CLASSIFICATION SHALL RECEIVE \$0.25 PER PER HOUR ABOVE THEIR REGULAR RATE FOR ALL WORK PERFORMED ON UNDERGROUND STRUCTURES NOT SPECIFICALLY COVERED HEREIN. THIS SHALL NOT APPLY TO WORK BELOW GROUND LEVEL IN OPEN CUT. THIS SHALL APPLY TO CUT AND COVER WORK OF SUBWAY CONSTRUCTION AFTER TEMPORARY COVER HAS BEEN PLACED.
 - GROUP 1(H) ALL LABORERS WORKING OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS RECEIVE \$0.25 PER HOUR ABOVE THEIR APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO LABORERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH IN GROUP 1(A).
- SATURDAYS IN THE SAME WORK WEEK MAY BE WORKED AT STRAIGHT-TIME IF JOB IS SHUT DOWN DURING THE NORMAL WORK WEEK DUE TO INCLEMENT WEATHER, MAJOR MECHANICAL BREAKDOWN OR LACK OF MATERIALS BEYOND THE CONTROL OF THE EMPLOYER.
- AREA 1 ALAMEDA, CONTRA COSTA, MARIN, SAN FRANCISCO, SAN MATEO, AND SANTA CLARA COUNTIES.
- AREA 2 ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, DEL NORTE, EL DORADO, FRESNO, GLENN, HUMBOLDT, KINGS, LAKE, LASSEN, MADERA, MARIPOSA, MENDOCINO, MERCED, MODOC, MONTEREY, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA, STANISLAUS, SUTTER, TEHAMA, TRINITY, TULARE, TUOLUMNE, YOLO AND YUBA COUNTIES.
- d SERVICE LANDSCAPE LABORER ON NEW CONSTRUCTION MAY WORK ANY FIVE (5) DAYS WITHIN A WEEK
- GROUP 1(B) RECEIVES AN ADDITIONAL AMOUNT EACH DAY. SEE PAGE 50 FOR DETAILS.
 WHEN THREE SHIFTS ARE EMPLOYED FOR FIVE (5) OR MORE CONSECUTIVE DAYS, SEVEN AND ONE-HALF (7 ½) CONSECUTIVE HOURS (EXCLUSIVE OF MEAL PERIOD), SHALL CONSTITUTE A DAY OF WORK, FOR WHICH EIGHT (8) TIMES THE STRAIGHT TIME HOURLY RATE SHALL BE PAID AT THE NON-SHIFT WAGE RATE FOR THE SECOND SHIFT. THE THIRD SHIFT SHALL BE SEVEN (7) HOURS OF WORK FOR EIGHT (8) HOURS PAY AT THE NON-SHIFT WAGE RATE
- ZONE PAY AT THREE DOLLARS (\$3.00) PER HOUR, FACTORED AT THE APPLICABLE OVERTIME MULTIPLE, WILL BE ADDED TO THE BASE RATE FOR WORK PERFORMED OUTSIDE THE FREE ZONE DESCRIBED BY THE BOUNDARIES ALONG TOWNSHIP AND RANGE LINES. PLEASE SEE TRAVEL AND SUBSISTENCE PROVISION FOR MAP DESCRIPTION AND EXCEPTIONS.

RECOGNIZED HOLIDAYS: HOLIDAYS LIPON WHICH THE GENERAL PREVAILING HOLIDLY WAGE RATE FOR HOLIDAY WORK SHALL BE PAID. SHALL BE ALL HOLIDAYS IN THE COLLECTIVE BARGAINING AGREEMENT, APPLICABLE TO THE PARTICULAR CRAFT, CLASSIFICATION, OR TYPE OF WORKER EMPLOYED ON THE PROJECT, WHICH IS ON FILE WITH THE DIRECTOR OF INDUSTRIAL RELATIONS. IF THE PREVAILING RATE IS NOT BASED ON A COLLECTIVELY BARGAINED RATE, THE HOLIDAYS UPON WHICH THE PREVAILING RATE SHALL BE PAID SHALL BE AS PROVIDED IN SECTION 6700 OF THE GOVERNMENT CODE. YOU MAY OBTAIN THE HOLIDAY PROVISIONS FOR THE CURRENT DETERMINATIONS ON THE INTERNET AT HTTP://www.dir.ca.gov/oprl/pwd. Holiday provisions for current or superseded determinations may be obtained by contacting the office of the director-RESEARCH UNIT AT (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: IN ACCORDANCE WITH LABOR CODE SECTIONS 1773.1 AND 1773.9, CONTRACTORS SHALL MAKE TRAVEL AND/OR SUBSISTENCE PAYMENTS TO EACH WORKER TO EXECUTE THE WORK. YOU MAY OBTAIN THE TRAVEL AND/OR SUBSISTENCE PROVISIONS FOR THE CURRENT DETERMINATIONS ON THE INTERNET AT http://www.dir.ca.gov/oprl/pwd. TRAVEL AND/OR SUBSISTENCE REQUIREMENTS FOR CURRENT OR SUPERSEDED DETERMINATIONS MAY BE OBTAINED BY CONTACTING THE OFFICE OF THE DIRECTOR - RESEARCH UNIT AT (415) 703-4774.

CONSTRUCTION SPECIALIST

ASPHALT IRONERS AND RAKERS

CHAINSAW

CONCRETE DIAMOND CHAINSAW LASER BEAM IN CONNECTION WITH LABORER'S WORK

MASONRY AND PLASTER TENDER

CAST IN PLACE MANHOLE FORM SETTERS PRESSURE PIPELAYERS

DAVIS TRENCHER – 300 OR SIMILAR TYPE (AND ALL SMALL TRENCHERS) STATE LICENSED BLASTERS AS DESIGNATED

DIAMOND DRILLERS

DIAMOND CORE DRILLER MULTIPLE UNIT DRILLS

HIGH SCALERS (INCLUDING DRILLING OF SAME)

HYDRAULIC DRILLS

CERTIFIED WELDER

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

FOLLOWING CLASSIFICATIONS)
ASPHALT SPREADER BOXES (ALL TYPES)
BARKO, WACKER AND SIMILAR TYPE TAMPERS

BUGGYMOBILE

CAULKERS, BANDERS, PIPEWRAPPERS, CONDUIT LAYERS, PLASTIC PIPE LAYERS

CERTIFIED ASBESTOS AND MOLD REMOVAL WORKER

CERTIFIED HAZARDOUS WASTE WORKER (INCLUDING LEAD ABATEMENT)

COMPACTORS OF ALL TYPES
CONCRETE AND MAGNESITE MIXER AND ½ YARD

CONCRETE PAN WORK CONCRETE SANDERS, CONCRETE SAW

CRIBBERS AND/OR SHORING CUT GRANITE CURB SETTER

DRI PAK-IT MACHINE

FALLER, LOGLOADER AND BUCKER FORM RAISERS, SLIP FORMS

GREEN CUTTERS

HEADERBOARD MEN, HUBSETTERS, ALIGNERS BY ANY METHOD

HIGH PRESSURE BLOW PIPE (1-1/2" OR OVER, 100 LBS. PRESSURE/OVER)

HYDRO SEEDER AND SIMILAR TYPE JACKHAMMER OPERATORS

JACKING OF PIPE OVER 12 INCHES

JACKSON AND SIMILAR TYPE COMPACTORS KETTLEMEN, POTMEN, AND MEN APPLYING ASPHALT, LAY-KOLD, CREOSOTE, LIME, CAUSTIC AND SIMILAR TYPE MATERIALS (APPLYING MEANS APPLYING DIPPING, OR HANDLING OF SUCH MATERIALS)

LAGGING, SHEETING, WHALING, BRACING, TRENCH-JACKING, LAGGING HAMMER

MAGNESITE, EPOXY RESIN, FIBER GLASS AND MASTIC WORKERS (WET/DRY) NO JOINT PIPE AND STRIPPING OF SAME, INCLUDING REPAIR OF VOIDS

PAVEMENT BREAKERS AND SPADERS, INCLUDING TOOL GRINDER

PERMA CURBS

PRECAST-MANHOLE SETTERS

PIPELAYERS (INCLUDING GRADE CHECKING IN CONNECTION WITH PIPELAYING) PRESSURE PIPE TESTER

POST HOLE DIGGERS-AIR, GAS, AND ELECTRIC POWER BROOM SWEEPERS

POWER TAMPERS OF ALL TYPES, EXCEPT AS SHOWN IN GROUP 2

RAM SET GUN AND STUD GUN

RIPRAP-STONEPAVER AND ROCK-SLINGER, INCLUDING PLACING OF SACKED CONCRETE AND/OR SAND (WET OR DRY) AND GABIONS AND SIMILAR TYPE

ROTARY SCARIFIER OR MULTIPLE HEAD CONCRETE CHIPPING SCARIFIER

ROTO AND DITCH WITCH

ROTOTILLER

SAND BLASTERS, POTMEN, GUNMEN, AND NOZZLEMEN SIGNALING AND RIGGING

SKILLED WRECKER (REMOVING AND SALVAGING OF SASH, WINDOWS, DOORS, PLUMBING AND ELECTRIC FIXTURES)

TANK CLEANERS

TREE CLIMBERS

TRENCHLESS TECHNOLOGY LABORER- PIPE INSTALLATION, BURSTING, RELINING, OR

TRENCHLESS LABORER'S WORK, CAMERA CONTROLLER

TURBO BLASTER VIBRA-SCREED-BULL FLOAT IN CONNECTION WITH LABORER'S WORK

VIBRATORS

GROUP 1 (A)
ALL WORK OF LOADING, PLACING AND BLASTING OF ALL POWDER & EXPLOSIVES

OF WHATEVER TYPE, REGARDLESS OF METHOD USED FOR LOADING AND PLACING

JOY DRILL MODEL TWM-2A

GARDENER-DENVER MODEL DH 143 AND SIMILAR TYPE DRILLS

TRACK DRILLERS

JACK LEG DRILLERS

WAGON DRILLERS

MECHANICAL DRILLERS-ALL TYPES REGARDLESS OF TYPE OR METHOD OF POWER MECHANICAL PIPE LAYER-ALL TYPES REGARDLESS OF TYPE OR METHOD OF POWER BLASTERS AND POWDERMAN

TREE TOPPER

BIT GRINDER

GROUP 1 (B) -- SEE GROUP 1 RATES

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

GROUP 1 (C)
BURNING AND WELDING IN CONNECTION WITH LABORER'S WORK
SYNTHETIC THERMOPLASTICS AND SIMILAR TYPE WELDING

GROUP 1 (D) SEE FOOTNOTE A ON PAGE 49

GROUP 1 (E)

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

 $\underline{\text{GROUP 1 (F-1)}}$ ALIGNER OF WIRE WINDING MACHINE IN CONNECTION WITH GUNITING OR SHOT CRETE

GROUP 1 (F-2)
ALIGNER HELPER OF WIRE WINDING MACHINE IN CONNECTION WITH GUNITING OR SHOT CRETE

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

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

GROUP 1(H) SEE FOOTNOTE A ON PAGE 49

GROUP 2 ASPHALT SHOVELERS

CEMENT DUMPERS AND HANDLING DRY CEMENT OR GYPSUM

CHOKE-SETTER AND RIGGER (CLEARING WORK)

CONCRETE BUCKET DUMPER AND CHUTEMAN

CONCRETE CHIPPING AND GRINDING

CONCRETE LABORERS (WET OR DRY)
DRILLERS HELPER, CHUCK TENDER, NIPPER (ONE CHUCKTENDER ON SINGLE MACHINE OPERATION WITH MINIMUM OF ONE CHUCKTENDER FOR EACH TWO MACHINES ON OPERATION WITH MINIMUM OF ONE CHUCKTENDER FOR EACH TWO MACHINES ON MULTIPLE MACHINE OPERATION. JACKHAMMERS IN NO WAY INVOLVED IN THIS ITEM.) GUINEA CHASER (STAKEMAN), GROUT CREW HIGH PRESSURE NOZZLEMAN, ADDUCTORS HYDRAULIC MONITOR (OVER 100 LBS. PRESSURE) LOADING AND UNLOADING, CARRYING AND HANDLING OF ALL RODS AND MATERIALS FOR USE IN REINFORCING CONCRETE CONSTRUCTION PITTSBURGH CHIPPER, AND SIMILAR TYPE BRUSH SHREDDERS

SEMI-SKILLED WRECKER (SALVAGING OF OTHER BUILDING MATERIALS) – SEE ALSO SKILLED WRECKER (GROUP 1)

SLOPER

SINGLEFOOT, HAND HELD, PNEUMATIC TAMPER

ALL PNEUMATIC, AIR, GAS AND ELECTRIC TOOLS NOT LISTED IN GROUPS 1 THROUGH 1 (F) JACKING OF PIPE-UNDER 12 INCHES

GROUP 3

CONSTRUCTION LABORERS INCLUDING BRIDGE LABORERS, GENERAL LABORERS AND

CLEANUP LABORERS DEMOLITION WORKER

DUMPMAN, LOAD SPOTTER FLAGPERSON/PEDESTRIAN MONITOR

FIRE WATCHER

FENCE ERECTORS, INCLUDING TEMPORARY FENCING

GUARDRAIL ERECTORS

GARDENER, HORTICULTURAL AND LANDSCAPE LABORERS (SEE GROUP 4, FOR LANDSCAPE MAINTENANCE ON NEW CONSTRUCTION DURING PLANT ESTABLISHMENT PERIOD)

JETTING LIMBERS, BRUSH LOADERS, AND PILERS

PAVEMENT MARKERS (BUTTON SETTERS)
PAVERS/INTERLOCKING PAVERS (ALL TYPES) AND INTERLOCKING PAVER MACHINES

MAINTENANCE, REPAIR TRACKMEN AND ROAD BEDS

STREETCAR AND RAILROAD CONSTRUCTION TRACK LABORERS TEMPORARY AIR AND WATER LINES, VICTAULIC OR SIMILAR

TOOL ROOM ATTENDANT (JOBSITE ONLY)

WHEELBARROW, INCLUDING POWER DRIVEN

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

GROUP 4 ALL FINAL CLEANUP OF DEBRIS, GROUNDS AND BUILDINGS NEAR THE COMPLETION OF THE PROJECT INCLUDING BUT NOT LIMITED TO STREET CLEANERS (NOT APPLICABLE TO ENGINEERING OR HEAVY HIGHWAY PROJECTS)

CLEANING AND WASHING WINDOWS (NEW CONSTRUCTION ONLY), SERVICE LANDSCAPE LABORERS (SUCH AS GARDENER, HORTICULTURE, MOWING, TRIMMING, REPLANTING, WATERING DURING PLANT ESTABLISHMENT PERIOD) ON NEW CONSTRUCTION BRICK CLEANERS (JOB SITE ONLY)

MATERIAL CLEANERS (JOB SITE ONLY)

NOTE: AN ADDITIONAL DETERMINATION FOR LANDSCAPE MAINTENANCE WORK AFTER THE PLANT ESTABLISHMENT PERIOD OR WARRANTY PERIOD IS PUBLISHED ON PAGE 57 OF THESE GENERAL DETERMINATIONS

GROUP 6

STRUCTURAL NOZZLEMAN

GROUP 6 (A) NOZZLEMAN (INCLUDING GUNMAN, POTMAN)

RODMAN GROUNDMAN

<u>GROUP 6 (B)</u> -- SEE GROUP 4 RATES <u>GUNITE TRAINEE (ONE GUNITE LABORER SHALL BE ALLOWED FOR EACH THREE (3)</u> JOURNEYMAN (GROUP 6, 6A, 6C, OR GENERAL LABORER) ON A CREW. IN THE ABSENCE OF THE JOURNEYMAN, THE GUNITE TRAINER RECEIVES THE JOURNEYMAN SCALE.) NOTE: THIS RATIO APPLIES ONLY TO WORK ON THE SAME JOB SITE

GROUP 6 (C) REBOUNDMAN

LANDSCAPE LABORER TRAINEE (RATIO FOR TRAINEES IS ONE IN THREE. AT LEAST ONE SECOND PERIOD TRAINEE AND AT LEAST ONE THIRD PERIOD TRAINEE MUST BE EMPLOYED BEFORE EMPLOYING ANOTHER FIRST PERIOD TRAINEE). NOTE: THIS RATIO APPLIES ONLY TO WORK ON THE SAME JOB SITE.

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

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

DETERMINATION: NC-23-102-1-2015-2A

ISSUE DATE: August 22, 2015

EXPIRATION DATE OF DETERMINATION: JUNE 26, 2016** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director-Research Unit for specific rates at (415) 703-4774.

incorporated in contracts entered into now. Contact the Office of the Director-Research Unit for specific rates at (415) 703-4774.

LOCALITY: ALL LOCALITIES WITHIN ALAMEDA, ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, CONTRA COSTA, DEL NORTE, EL DORADO, FRESNO, GLENN, HUMBOLDT, KINGS, LAKE, LASSEN, MADERA, MARIPOSA, MARIN, MENDOCINO, MERCED, MODOC, MONTEREY, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA, STANISLAUS, SUTTER, TEHAMA, TRINITY, TULARE, TUOLUMNE, YOLO, AND YUBA COUNTIES.

			Employer Payments				Straight-Ti	ime	Overtime Hourly Rate		
Classification (Journeyperson)	Basic Hourly Rate ^f	Health and Welfare	Pension	Vacation and Holiday	Training	Other Payments	Hours	Total Hourly Rate	Daily 1 1/2X	Saturday ^b	Sunday/ Holiday 2X
AREA 1°									,	,	
Construction Specialist	32.49	7.54	10.38	2.63	0.43	0.22	8	53.69	69.935	69.935	86.18
Group 1; Group 1(B) ^e	31.79	7.54	10.38	2.63	0.43	0.22	8	52.99	68.885	68.885	84.78
Group 1 (A)	32.01	7.54	10.38	2.63	0.43	0.22	8	53.21	69.215	69.215	85.22
Group 1 (C)	31.84	7.54	10.38	2.63	0.43	0.22	8	53.04	68.96	68.96	84.88
Group 1 (E)	32.34	7.54	10.38	2.63	0.43	0.22	8	53.54	69.71	69.71	85.88
Group 1 (F-1)	32.37	7.54	10.38	2.63	0.43	0.22	8	53.57	69.755	69.755	85.94
Group 1 (F-2)	31.39	7.54	10.38	2.63	0.43	0.22	8	52.59	68.285	68.285	83.98
Group 1 (G)	31.99	7.54	10.38	2.63	0.43	0.22	8	53.19	69.185	69.185	85.18
Group 2	31.64	7.54	10.38	2.63	0.43	0.22	8	52.84	68.66	68.66	84.48
Group 3; Group 3(A)	31.54	7.54	10.38	2.63	0.43	0.22	8	52.74	68.51	68.51	84.28
Group 4; Group 6(B)	25.23	7.54	10.38	2.63	0.43	0.22	8	46.43	59.045 ^d	59.045 ^d	71.66 ^d
Group 6	32.75	7.54	10.38	2.63	0.43	0.22	8	53.95	70.325	70.325	86.70
Group 6 (A)	32.25	7.54	10.38	2.63	0.43	0.22	8	53.45	69.575	69.575	85.70
Group 6 (C)	31.66	7.54	10.38	2.63	0.43	0.22	8	52.86	68.69	68.69	84.52
Group 7 – Stage 1 (1st 6 months)	22.98	7.54	10.38	2.63	0.43	0.22	8	44.18	55.67	55.67	67.16
Stage 2 (2 nd 6 months)	25.83	7.54	10.38	2.63	0.43	0.22	8	47.03	59.945	59.945	72.86
Stage 3 (3 rd 6 months)	28.69	7.54	10.38	2.63	0.43	0.22	8	49.89	64.235	64.235	78.58
AREA 2°											
Construction Specialist	31.34	7.54	10.38	2.63	0.43	0.22	8	52.54	68.21	68.21	83.88
Group 1; Group 1(B) e	30.64	7.54	10.38	2.63	0.43	0.22	8	51.84	67.16	67.16	82.48
Group 1 (A)	30.86	7.54	10.38	2.63	0.43	0.22	8	52.06	67.49	67.49	82.92
Group 1 (C)	30.69	7.54	10.38	2.63	0.43	0.22	8	51.89	67.235	67.235	82.58
Group 1 (E)	31.19	7.54	10.38	2.63	0.43	0.22	8	52.39	67.985	67.985	83.58
Group 1 (F-1)	31.22	7.54	10.38	2.63	0.43	0.22	8	52.42	68.03	68.03	83.64
Group 1 (F-2)	30.24	7.54	10.38	2.63	0.43	0.22	8	51.44	66.56	66.56	81.68
Group 2	30.49	7.54	10.38	2.63	0.43	0.22	8	51.69	66.935	66.935	82.18
Group 3; Group 3(A)	30.39	7.54	10.38	2.63	0.43	0.22	8	51.59	66.785	66.785	81.98
Group 4; Group 6(B)	24.08	7.54	10.38	2.63	0.43	0.22	8	45.28	57.32 ^d	57.32 ^d	69.36 ^d
Group 6	31.60	7.54	10.38	2.63	0.43	0.22	8	52.80	68.60	68.60	84.40
Group 6 (A)	31.10	7.54	10.38	2.63	0.43	0.22	8	52.30	67.85	67.85	83.40
Group 6 (C)	30.51	7.54	10.38	2.63	0.43	0.22	8	51.71	66.965	66.965	82.22
Group 7 – Stage 1 (1st 6 months)	22.13	7.54	10.38	2.63	0.43	0.22	8	43.33	54.395	54.395	65.46
Stage 2 (2 nd 6 months)	24.88	7.54	10.38	2.63	0.43	0.22	8	46.08	58.52	58.52	70.96
Stage 3 (3 rd 6 months)	27.64	7.54	10.38	2.63	0.43	0.22	8	48.84	62.66	62.66	76.48

PLEASE GO TO PAGE 50 FOR CLASSIFICATIONS WITHIN EACH GROUP

INDICATES AN APPRENTICEABLE CRAFT. THE CURRENT APPRENTICE WAGE RATES ARE AVAILABLE ON THE INTERNET AT http://www.dir.ca.gov/oprl/pwappwage/pwappwagestart.asp. To obtain any apprentice wage rates as of July 1, 2008 and prior to september 27, 2012, Please Contact the division of apprenticeship standards or refer to the division of apprenticeship standards' website at http://www.dir.ca.gov/das/das.html.

- a GROUP 1(D) MAINTENANCE OR REPAIR TRACKMEN AND ROAD BEDS AND ALL EMPLOYEES PERFORMING WORK COVERED BY THIS CLASSIFICATION SHALL RECEIVE \$0.25 PER PER HOUR ABOVE THEIR REGULAR RATE FOR ALL WORK PERFORMED ON UNDERGROUND STRUCTURES NOT SPECIFICALLY COVERED HEREIN. THIS SHALL NOT APPLY TO WORK BELOW GROUND LEVEL IN OPEN CUT. THIS SHALL APPLY TO CUT AND COVER WORK OF SUBWAY CONSTRUCTION AFTER TEMPORARY COVER HAS BEEN PLACED.
 - GROUP 1(H) ALL LABORERS WORKING OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS RECEIVE \$0.25 PER HOUR ABOVE THEIR APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO LABORERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH IN GROUP 1(A).
- b SATURDAYS IN THE SAME WORK WEEK MAY BE WORKED AT STRAIGHT-TIME IF JOB IS SHUT DOWN DURING THE NORMAL WORK WEEK DUE TO INCLEMENT WEATHER, MAJOR MECHANICAL BREAKDOWN OR LACK OF MATERIALS BEYOND THE CONTROL OF THE EMPLOYER.
- : AREA 1 ALAMEDA, CONTRA COSTA, MARIN, SAN FRANCISCO, SAN MATEO, AND SANTA CLARA COUNTIES.
- AREA 2 ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, DEL NORTE, EL DORADO, FRESNO, GLENN, HUMBOLDT, KINGS, LAKE, LASSEN, MADERA, MARIPOSA, MENDOCINO, MERCED, MODOC, MONTEREY, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA, STANISLAUS, SUTTER, TEHAMA, TRINITY, TULARE, TUOLUMNE, YOLO AND YUBA COUNTIES.
- d SERVICE LANDSCAPE LABORER ON NEW CONSTRUCTION MAY WORK ANY FIVE (5) DAYS WITHIN A WEEK.
- e GROUP 1(B) RECEIVES AN ADDITIONAL AMOUNT EACH DAY. SEE PAGE 50 FOR DETAILS.
- f ZONE PAY AT THREE DOLLARS (\$3.00) PER HOUR, FACTORED AT THE APPLICABLE OVERTIME MULTIPLE, WILL BE ADDED TO THE BASE RATE FOR WORK PERFORMED OUTSIDE THE FREE ZONE DESCRIBED BY THE BOUNDARIES ALONG TOWNSHIP AND RANGE LINES. PLEASE SEE TRAVEL AND SUBSISTENCE PROVISIONS FOR MAP DESCRIPTION AND EXCEPTIONS.

RECOGNIZED HOLIDAYS: HOLIDAYS UPON WHICH THE GENERAL PREVAILING HOURLY WAGE RATE FOR HOLIDAY WORK SHALL BE ALL HOLIDAYS IN THE COLLECTIVE BARGAINING AGREEMENT, APPLICABLE TO THE PARTICULAR CRAFT, CLASSIFICATION, OR TYPE OF WORKER EMPLOYED ON THE PROJECT, WHICH IS ON FILE WITH THE DIRECTOR OF INDUSTRIAL RELATIONS. IF THE PREVAILING RATE IS NOT BASED ON A COLLECTIVELY BARGAINED RATE, THE HOLIDAYS UPON WHICH THE PREVAILING RATE SHALL BE PAID SHALL BE AS PROVIDED IN SECTION 6700 OF THE GOVERNMENT CODE. YOU MAY OBTAIN THE HOLIDAY PROVISIONS FOR THE CURRENT DETERMINATIONS ON THE INTERNET AT http://www.dir.ca/gov/oprl/pwd. HOLIDAY PROVISIONS FOR CURRENT OR SUPERSEDED DETERMINATIONS MAY BE OBTAINED BY CONTACTING THE OFFICE OF THE DIRECTOR – RESEARCH UNIT AT (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: IN ACCORDANCE WITH LABOR CODE SECTIONS 1773.1 AND 1773.9, CONTRACTORS SHALL MAKE TRAVEL AND/OR SUBSISTENCE PAYMENTS TO EACH WORKER TO EXECUTE THE WORK. YOU MAY OBTAIN THE TRAVEL AND/OR SUBSISTENCE PROVISIONS FOR THE CURRENT DETERMINATIONS ON THE INTERNET AT http://www.dir.ca.gov/oprl/pwd. TRAVEL AND/OR SUBSISTENCE REQUIREMENTS FOR CURRENT OR SUPERSEDED DETERMINATIONS MAY BE OBTAINED BY CONTACTING THE OFFICE OF THE DIRECTOR – RESEARCH UNIT AT (415) 703-4774.

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: #TUNNEL WORKER (LABORER)

DETERMINATION: NC-23-102-11-2015-2

ISSUE DATE: August 22, 2015

EXPIRATION DATE OF DETERMINATION: June 26, 2016** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

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

,,		I	Employer	Payments			Straight-Time			Overtime Hourly Rate		
Classification (Journeyperson)	Basic Hourly	Health and	Pension	Vacation/ Holiday ^a	Training	Other Payments		Total Hourly	Daily	Saturday ^c	Sunday and	
(**************************************	Rate	Welfare						Rate	1 1/2X	1 1/2X	Holiday	
Diamond driller, groundman	, gunite or											
shotcrete nozzleman	\$35.19	7.54	10.38	2.63	0.89	0.22	8	56.85	74.445	74.445	92.04	
Rodman, shaft work and rais	se (below a	ctual or										
excavated ground level)	\$34.96	7.54	10.38	2.63	0.89	0.22	8	56.62	74.10	74.10	91.58	
and potman, gunite and sho	Bit grinder, blaster, driller, powderman-heading, cherry pickerman-where car is lifted, concrete finisher in tunnel, concrete/screed man, grout pumpman and potman, gunite and shotcrete gunman and potman, headerman, high pressure nozzleman, miner-tunnel, including top and bottom man on shaft and raise work, nipper, nozzleman on slick line, sandblaster-potman (work assignment											
interchangeable)	\$34.71	7.54	10.38	2.63	0.89	0.22	8	56.37	73.725	73.725	91.08	
Steel form raiser and setter,	timberman	, retimbern	nan (wood	d or steel or	substitute	materials)), tugger,	cabletender	, chucktender,			
powderman-primer house	\$34.71	7.54	10.38	2.63	0.89	0.22	8	56.37	73.725	73.725	91.08	
Vibratorman, pavement brea	ker, bull g	ang-mucke	r, trackma	an, concrete	crew-incl	uding						
rodding and spreading	\$34.26	7.54	10.38	2.63	0.89	0.22	8	55.92	73.05	73.05	90.18	
Dumpman (any method), gro	out crew, re	eboundmar	ı, swampe	er/brakeman	,							
watchman	\$33.72	7.54	10.38	2.63	0.89	0.22	8	55.38	72.24	72.24	89.10	

When designated by an employer, state licensed blaster receives \$1.00 per hour above miner's rate.

Note: Rates for tunnel workers working in compressed air as well as their support classifications are available by request. Please contact the Office of the Director - Research Unit at (415) 703-4774.

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

[#] Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet @ http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at http://www.dir.ca.gov/das/das.html.

^a Includes an amount for supplemental dues.

^b Saturdays in the same work week may be worked at straight-time if job is shut down during the normal workweek due to inclement weather. Excludes Alameda, Contra Costa, and San Francisco Counties.

^c All work performed on Saturdays, Sundays and Holidays shall be paid for at double (2x) the regular time hourly rate, except maintenance work, in the counties of Alameda, Contra Costa, and San Francisco.

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: #TUNNEL WORKER (LABORER) (Special Single and Second Shift)

DETERMINATION: NC-23-102-11-2015-2A

ISSUE DATE: August 22, 2015

EXPIRATION DATE OF DETERMINATION June 26, 2016** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

Employer Doymonto

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

Straight Time

Overtime Hourly Date

		Employer Payments Stra						ght-lime	Ov	vertime Hourly Rate		
Classification (Journeyperson)	Basic Hourly	Health and	Pension	Vacation/ Holiday ^a	Training	Other Payments		Total Hourly	Daily	Saturday ^c	Sunday and	
(Journeyperson)	Rate	Welfare		Honday		1 ayıncını	•	Rate	1 1/2X	1 1/2X	Holiday	
Diamond driller, groundmar	n, gunite o	r										
shotcrete nozzleman	\$38.19	7.54	10.38	2.63	0.89	0.22	8	59.85	78.945	78.945	98.04	
Rodman, shaft work and rais	se (below a	actual or										
excavated ground level)	\$37.96	7.54	10.38	2.63	0.89	0.22	8	59.62	78.60	78.60	97.58	
Bit grinder, blaster, driller, powderman-heading, cherry pickerman-where car is lifted, concrete finisher in tunnel, concrete/screed man, grout pumpman and potman, gunite and shotcrete gunman and potman, headerman, high pressure nozzleman, miner-tunnel, including top and bottom man on shaft and raise work, nipper, nozzleman on slick line, sandblaster-potman (work assignment												
interchangeable)	\$37.71	7.54	10.38	2.63	0.89	0.22	8	59.37	78.225	78.225	97.08	
Steel form raiser and setter,	timbermar	ı, retimberr	nan (woo	d or steel or	substitute	materials), tugger,	cabletende	r, chucktend	er,		
powderman-primer house	\$37.71	7.54	10.38	2.63	0.89	0.22	8	59.37	78.225	78.225	97.08	
Vibratorman, pavement brea	aker, bull g	gang-mucke	er, trackm	an, concrete	e crew-incl	luding						
rodding and spreading	\$37.26	7.54	10.38	2.63	0.89	0.22	8	58.92	77.55	77.55	96.18	
Dumpman (any method), gro	out crew, r	eboundma	n, swampe	er/brakemar	1,							
watchman	\$36.72	7.54	10.38	2.63	0.89	0.22	8	58.38	76.74	76.74	95.10	

When designated by an employer, state licensed blaster receives \$.50 per hour above miner's rate.

Note: Rates for tunnel workers working in compressed air as well as their support classifications are available by request. Please contact the Office of the Director - Research Unit at (415) 703-4774.

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

[#] Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet @ http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at http://www.dir.ca.gov/das/das.html.

^a Includes an amount for supplemental dues.

^b Saturdays in the same work week may be worked at straight-time if job is shut down during the normal workweek due to inclement weather. Excludes Alameda, Contra Costa, and San Francisco Counties.

^c All work performed on Saturdays, Sundays and Holidays shall be paid for at double (2x) the regular time hourly rate, except maintenance work, in the counties of Alameda, Contra Costa, and San Francisco.

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: # PARKING AND HIGHWAY IMPROVEMENT PAINTER (PAINTER) a

DETERMINATION: NC-200-X-17-2014-2

ISSUE DATE: August 22, 2014

EXPIRATION DATE OF DETERMINATION: June 30, 2015* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director – Research Unit at (415) 703-4774 for the new rates after ten days after the expiration date if no subsequent determination is issued.

LOCALITY: All localities within San Joaquin, Tuolumne, and Yolo counties.

			Emp	oloyer Paymo	ents		Straigl	nt-Time	Overtime Hourly Rate		
CLASSIFICATION	Basic Hourly	Health and	Pension	Vacation/ Holiday ^c	Training	Other	Hours	Total Hourly	Dai	ily	Holiday
	Rate	Welfare						Rate	1 1/2X	2X	2X
Striper; Layout and application of painted traffic stripes; hot thermo plastic; tape traffic stripes	^b 34.26	7.50	4.05	-	0.10	-	8	45.91	^d 63.04	80.17	80.17
Parking Lots, Gamecourts, Playgrounds	^b 29.12	7.50	4.05	-	0.10	-	8	40.77	^d 55.33	69.89	69.89
Protective Coating, Resurfacing, Pavement Sealing, Including Repair When Done in Conjunction With Pavement Sealing	^b 29.46	7.50	4.05	-	0.10	-	8	41.11	^d 55.84	70.57	70.57

[#] Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet at http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at http://www.dir.ca.gov/das/das.html.

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

^a The minimum rate of pay for traffic control work associated with parking and highway improvement projects is that of the Painter classifications for the craft of Parking and Highway Improvement Painter (Painter) in San Joaquin, Tuolumne, and Yolo Counties.

^b Includes an amount withheld for Dues Check-Off.

^c Included in Basic Hourly Rate (\$1.91). Rate applies to the first 9 years of employment only; \$2.30 per hour worked for 10 years or more.

d Rate applies to first 4 overtime hours in any one day and for work in excess of 40 hours in any one designated work week. All other overtime is paid at the double time rate.

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: SLURRY SEAL WORKER

DETERMINATION: NC-830-X-69-2014-1

ISSUE DATE: August 22, 2014

EXPIRATION DATE OF DETERMINATION: September 30, 2014* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director – Research Unit at (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

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

		Employer Payments				Straight	:-Time	Overtime Hourly Rates		
Classification (Journeyperson)	Basic Hourly Rate	Health and Welfare	Pension	Vacation/ Holiday	Training	Hours	Total Hourly Rate	Daily 1 1/2X	2X	Holiday 2X
Sealer/Mixer	\$14.89	1.72	.90	^a .91	-	8	\$18.42	b\$25.865	\$33.31	\$33.31
Shuttleperson, Applicator Operator, Squeegeeperson	13.18	1.72	.90	^a .91	-	8	16.71	^b 23.30	29.89	29.89
Traffic Surface Protective Coating Applicator	15.51	1.72	.90	^a .91	-	8	19.04	^b 26.795	34.55	34.55
Traffic Controlperson	9.00	1.72	.90	^a .91	-	8	12.53	^b 17.03	21.53	21.53

Rate applies to first year of employment only; \$1.28 per hour worked for employment over one year but less than 5 years; \$1.71 per hour worked for over 5 years but less than 10 years; \$2.08 per hour worked for 10 years or more. The overtime computations should be increased by any applicable increase in Vacation/Holiday pay.

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

Rate applies to first 4 overtime hours in any one day and for work in excess of 40 hours in any one designated work week. All other overtime is paid at the double time rate.

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: ASBESTOS REMOVAL WORKER (LABORER)

DETERMINATION: NC-102-67-1-2015-1

ISSUE DATE: February 22, 2015

EXPIRATION DATE OF DETERMINATION: November 30, 2015** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.

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

		Employer Payments						ht-Time	Overtime Hourly Rate	
Classification (Journeyperson)	Basic Hourly Rate	Health and Welfare	Pension	Vacation/ Holiday ^a	Training	Other Payments	Hours	Total Hourly Rate	1-1/2X ^b	Holiday ^c 2X
Asbestos Removal Specialist II	26.11	5.74	5.24	2.64	0.44	0.15	8	40.32	53.375	66.43
Asbestos Removal Specialist I	23.17	5.74	1.31	2.64	0.44	0.15	8	33.45	45.035	56.62
Asbestos Removal Worker	20.06	5.74	0.80	2.64	0.44	0.15	8	29.83	39.86	49.89

DETERMINATION: NC-102-67-1-2015-1A

ISSUE DATE: August 22, 2015

EXPIRATION DATE OF DETERMINATION: June 26, 2016** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.

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

Lead Removal Worker ^d	29.02	7.49	10.16	2.73	0.44	0.15	8	49.99	64.500	79.01
Lead Removal Worker ^e	28.02	7.49	10.16	2.73	0.44	0.15	8	48.99	63.000	77.01

^a Includes an amount for Supplemental Dues.

(Recognized Holidays and Subsistence Payment footnotes listed on page 52C)

^b Rate applies to the first 4 overtime hours in any workday or 40 hours in a workweek, and for the first 8 hours worked on the 7th consecutive day of work in a workweek.

^c Rate applies to Holidays and to all hours worked in excess of 12 hours in any workday and for all hours worked in excess of 8 hours on the 7th consecutive day of work in a workweek.

d Rate applies to all localities within Alameda, Contra Costa, Marin, Napa, San Francisco, San Mateo and Santa Clara Counties.

^e Rate applies to all localities within Alpine, Amador, Butte, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Mariposa, Mendocino, Merced, Modoc, Monterey, Nevada, Placer, Plumas, Sacramento, San Benito, San Joaquin, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo and Yuba Counties.

NOTE: Asbestos Removal Workers must be trained and the work conducted according to the Code of Federal Regulations 29 CFR 1926.58, the California Labor Code 6501.5 and the California Code of Regulations, Title 8, Section 5208. Contractors must be certified by the Contractors' State License Board and registered with the Division of Occupational Safety and Health (DOSH). For further information, contact the Asbestos Contractors Abatement Registration Unit, DOSH at (510) 286-7362.

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

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: # CEMENT MASON

DETERMINATION: NC-23-203-1-2015-3

ISSUE DATE: August 22, 2015

EXPIRATION DATE OF DETERMINATION: June 30, 2016* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director – Research Unit at (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

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

			Em	ployer Paymer	nts		Straigh	t-Time	Over	time Hourl	y Rate
CLASSIFICATION (JOURNEYPERSON)	Basic Hourly Rate	Health and Welfare	Pension	Vacation and Holiday	Training	Other	Hours ^b	Total Hourly Rate	Daily	Saturday ^c 1 1/2X	Sunday and Holiday
Cement Mason	\$31.00	8.20	10.30	5.32 ^a	0.47	0.17	8	55.46	70.96	70.96 ^d	86.46
Mastic Magnesite Gypsum Polyester, Resin and all c masons, swing or slip for scaffolds	omposition	8.20	10.30	5.32 ^b	0.47	0.17	8	56.21	72.085	5 72.085 ^d	87.96

[#] Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet @ http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at http://www.dir.ca.gov/das/das.html.

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

^a Includes an amount for supplemental dues.

^b Where multiple shifts are worked, the day shift shall work eight (8) hours and for such work they shall be paid the regular straight time rate for eight (8) hours; the second (2nd) shift shall work seven and one-half (7 ½) hours, and for such work they shall be paid the regular straight time rate for eight (8) hours; if a third (3rd) shift is worked, they shall work seven (7) hours and for such work they shall be paid eight (8) hours regular straight time pay. No multiple shift shall be started for less than five (5) consecutive days.

^c Saturdays in the same work week may be worked at straight time if a job is shut down during the normal work week due to inclement weather or major mechanical breakdown (limited to curb and gutter machine, concrete pump, and concrete plant).

d Rate applies to the first 8 hours of work on Saturday. All other hours worked on Saturday are paid at the Sunday/Holiday rate.

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: # CEMENT MASON (SPECIAL SINGLE SHIFT)

DETERMINATION: NC-23-203-1A-2015-3

ISSUE DATE: August 22, 2015

EXPIRATION DATE OF DETERMINATION: June 30, 2016* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director – Research Unit at (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

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

			Em	ployer Paym	nents		Straigh	nt-Time	Ove	rtime Hour	ly Rate
CLASSIFICATION (JOURNEYPERSON)	Basic Hourly Rate	Health and Welfare	Pension	Vacation and Holiday	Training	Other	Hours	Total Hourly Rate	Daily	Saturday ^b 1 1/2X	Sunday and Holiday
Cement Mason	\$34.00	8.20	10.30	5.32 ^a	0.47	0.17	8	58.46	73.96	73.96 ^c	89.46
Mastic Magnesite Gypsu Polyester, Resin and all masons, swing or slip fo scaffolds	composition	on 8.20	10.30	5.32ª	0.47	0.17	8	59.21	75.085	75.085°	90.96

[#] Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet @ http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at http://www.dir.ca.gov/das/das.html.

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

^a Includes an amount for supplemental dues.

^b Saturdays in the same work week may be worked at straight time if a job is shut down during the normal work week due to inclement weather or major mechanical breakdown (limited to curb and gutter machine, concrete pump, and concrete plant).

^c Rate applies to the first 8 hours of work on Saturday. All other hours worked on Saturday are paid at the Sunday/Holiday rate.

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: #BUILDING/CONSTRUCTION INSPECTOR AND FIELD SOILS AND MATERIAL TESTER

DETERMINATION: NC-63-3-9-2015-1

ISSUE DATE: August 22, 2015

EXPIRATION DATE OF DETERMINATION: June 30, 2016** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.

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

		_	En	ployer Pay	ments		Straigh	nt-Time	Overt	Rate Rate	
CLASSIFICATION	Basic	Health	Pension	Vacation	Training	Other	Hours	Total	Daily ^b	Saturday ^b	Sunday/
(JOURNEYPERSON)	Hourly	and		and		Paymen	t	Hourly	7		Holiday
	Rate	Welfare	a	Holiday				Rate	1 1/2X	1 1/2X	2X
Group 1	\$42.20	13.28	9.44	5.90	0.58	0.19	8	71.59	92.690	92.690	113.79
Group 2	40.20	13.28	9.44	5.90	0.58	0.19	8	69.59	89.690	89.690	109.79
Group 3	34.06	13.28	9.44	5.90	0.58	0.19	8	63.45	80.480	80.480	97.51
Group 4	28.83	13.28	9.44	5.90	0.58	0.19	8	58.22	72.635	72.635	87.05

[#] Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet @ http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at http://www.dir.ca.gov/das/das.html.

CLASSIFICATIONS:

Group 2	Group 3	Group 4
AWS-CWI	Geotechnical Driller	ACI
ICC Certified Structural Inspector	Soils/Asphalt	Drillers Helper
NICET Level III	Earthwork Grading	ICC Fireproofing
Shear Wall/Floor System Inspector	Excavation and Backfill	NICET Level I
Building/Construction Inspector	NICET Level II	Proofload Testing
		Torque Testing
		NACE
		NDT Level One
	AWS-CWI ICC Certified Structural Inspector NICET Level III Shear Wall/Floor System Inspector	AWS-CWI Geotechnical Driller ICC Certified Structural Inspector NICET Level III Earthwork Grading Shear Wall/Floor System Inspector Excavation and Backfill

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

^a Amount shall be paid for all hours worked up to 173 hours per month.

^b Rate applies to the first 4 daily overtime hours, Monday through Friday, and the first 8 hours on Saturday. All other overtime is paid at the Sunday/Holiday overtime rate.

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: #BUILDING/CONSTRUCTION INSPECTOR AND FIELD SOILS AND MATERIAL TESTER (SECOND SHIFT)

DETERMINATION: NC-63-3-9-2015-1

ISSUE DATE: August 22, 2015

EXPIRATION DATE OF DETERMINATION: June 30, 2016** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.

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

		_	En	ployer Pay	ments		Straigh	nt-Time					
CLASSIFICATION	Basic	Health	Pension	Vacation	Training	Other	Hours	Total	Daily ^b	Saturday ^b	Sunday/		
(JOURNEYPERSON)	Hourly	and		and		Paymen	t	Hourly	7		Holiday		
	Rate	Welfare	a	Holiday				Rate	1 1/2X	1 1/2X	2X		
Group 1	\$47.48	13.28	9.44	5.90	0.58	0.19	8	76.87	100.610	100.610	124.35		
Group 2	45.23	13.28	9.44	5.90	0.58	0.19	8	74.62	97.235	97.235	119.85		
Group 3	38.32	13.28	9.44	5.90	0.58	0.19	8	67.71	86.870	86.870	106.03		
Group 4	32.43	13.28	9.44	5.90	0.58	0.19	8	61.82	78.035	78.035	94.25		

[#] Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet @ http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at http://www.dir.ca.gov/das/das.html.

CLASSIFICATIONS:

Group 1	Group 2	Group 3	Group 4
ASNT Level II-III	AWS-CWI	Geotechnical Driller	ACI
DSA Masonry	ICC Certified Structural Inspector	Soils/Asphalt	Drillers Helper
DSA Shotcrete	NICET Level III	Earthwork Grading	ICC Fireproofing
Lead Inspector	Shear Wall/Floor System Inspector	Excavation and Backfill	NICET Level I
NICET Level IV	Building/Construction Inspector	NICET Level II	Proofload Testing
NDT Level Two			Torque Testing
			NACE
			NDT Level One

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

^a Amount shall be paid for all hours worked up to 173 hours per month.

^b Rate applies to the first 4 daily overtime hours, Monday through Friday, and the first 8 hours on Saturday. All other overtime is paid at the Sunday/Holiday overtime rate.

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

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

DETERMINATION: NC-23-261-1-2015-1

ISSUE DATE: August 22, 2015

EXPIRATION DATE OF DETERMINATION: June 30, 2016* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director - Research Unit at (415) 703-4774 for the new rates after ten days after the expiration date if no subsequent determination is issued.

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

			Em	oloyer Paym	nents		Straigh	ght-Time Overtime Hourly Rate					
Classification ^g	Basic	Health	Pension	Vacation/	Training	Other	Hours	Total	Daily	Saturday ^b	Sunday/		
(Journeyperson)	Hourly	and		Holiday		Payments		Hourly			Holiday		
	Rate	Welfare						Rate	1 1/2X	1 1/2X	2X		
Group 1	\$28.57	\$16.22	\$6.00	\$2.15	\$0.85	^a \$0.58	8	\$54.37	\$68.655	\$68.655	\$82.94		
Group 2	28.87	16.22	6.00	2.15	0.85	^a 0.58	8	54.67	69.105	69.105	83.54		
Group 3	29.17	16.22	6.00	2.15	0.85	a 0.58	8	54.97	69.555	69.555	84.14		
Group 4	29.52	16.22	6.00	2.15	0.85	a 0.58	8	55.32	70.08	70.08	84.84		
Group 5	29.87	16.22	6.00	2.15	0.85	a 0.58	8	55.67	70.605	70.605	85.54		
Group 6		USE DUI	SE DUMP TRUCK YARDAGE RATE										
Group 7		USE APP	ROPRIAT	E RATE FO	OR THE I	POWER U	NIT OR	THEE	QUIPME	NT UTILI	ZED		

Group 8 (Trainee)^c

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

d Step I – 1^{st} 1000 Hours e Step II – 2^{nd} 1000 Hours f Step III – 3^{rd} 1000 Hours

^a Supplemental Dues and Contract Administration.

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

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

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

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

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

^g For classifications within each group, see page 56.

DETERMINATION: NC-23-261-1-2015-1 and NC-23-261-1-2015-1A

CLASSIFICATIONS:

GROUP 1

Dump Trucks under 6 yards

Single Unit Flat Rack (2 axle unit)

Nipper Truck (When Flat Rack Truck is used appropriate Flat Rack shall apply)

Concrete pump truck (When Flat Rack Truck is used appropriate Flat Rack shall apply)

Concrete pump machine

Snow Buggy

Steam Cleaning

Bus or Manhaul Driver

Escort or Pilot Car Driver

Pickup Truck

Teamster Oiler/Greaser/and or Serviceman

Hook Tenders

Team Drivers

Warehouseman

Tool Room Attendant (Refineries)

Fork Lift and Lift Jitneys

Warehouse Clerk/Parts Man

Fuel and/or Grease Truck Driver or Fuelman

Truck Repair Helper

Fuel Island Attendant, or Combination Pit and/or Grease Rack and Fuel Island Attendant

GROUP 2

Dump Trucks 6 yards Under 8 yards

Transit Mixers through 10 yards

Water Trucks Under 7000 gals.

Jetting Trucks Under 7000 gals.

Single Unit flat rack (3 axle unit)

Highbed Heavy Duty Transport

Scissor Truck

Rubber Tired Muck Car (not self-loaded)

Rubber Tired Truck Jumbo

Winch Truck and "A" Frame Drivers

Combination Winch Truck With Hoist

Road Oil Truck or Bootman

Buggymobile

Ross, Hyster and similar Straddle Carrier

Small Rubber Tired Tractor

Truck Dispatcher

GROUP 3

Dump Trucks 8 yards and including 24 yards

Transit Mixers Over 10 yards

Water Trucks 7000 gals and over

Jetting Trucks 7000 gals and over

Vacuum Trucks under 7500 gals

Trucks Towing Tilt Bed or Flat Bed Pull Trailers

Heavy Duty Transport Tiller Man

Tire Repairman

GROUP 3 (continued)

Truck Mounted Self Propelled Street Sweeper with or without Self-Contained Refuse Bin and or Vacuum Unit

Boom Truck - Hydro-Lift or Swedish Type Extension or Retracting Crane

P.B. or Similar Type Self Loading Truck

Combination Bootman and Road Oiler

Dry Distribution Truck (A Bootman when employed on such equipment, shall receive the rate specified for the classification of Road Oil Trucks or Bootman)

Ammonia Nitrate Distributor, Driver and Mixer

Snow Go and/or Plow

GROUP 4

Dump Trucks over 25 yards and under 65 yards

Vacuum Trucks 7500 gals and over.

Truck Repairman

Water Pulls - DW 10s, 20s, 21s and other similar equipment when pulling Aqua/pak or Water Tank Trailers

Helicopter Pilots

Lowbed Heavy Duty Transport (up to and including 7 axles)

DW 10s, 20s, 21s and other similar Cat type, Terra Cobra,

LeTourneau Pulls, Tournorocker, Euclid and similar type

Equipment when pulling fuel and/or grease tank trailers or other miscellaneous trailers

GROUP 5

Dump Truck 65 yards and over

Holland Hauler

Lowbed Heavy Duty Transport (over 7 axles)

GROUP 6 (Use dump truck yardage rate)

Articulated Dump Truck

Bulk Cement Spreader (w/ or w/o Auger)

Dumpcrete Truck

Skid Truck (Debris Box)

Dry Pre-Batch Concrete Mix Trucks

Dumpster or Similar Type

Slurry Truck

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

Heater Planer

Asphalt Burner

Scarifier Burner

Fire Guard

Industrial Lift Truck (mechanical tailgate)

Utility and Clean-up Truck

Composite Crewman

GROUP 8

Trainee

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

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

DETERMINATION: NC-23-261-1-2015-1A

ISSUE DATE: August 22, 2015

EXPIRATION DATE OF DETERMINATION: June 30, 2016* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director - Research Unit at (415) 703-4774 for the new rates after ten days after the expiration date if no subsequent determination is issued.

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

			Emp	loyer Paym	ents		Straig	ht-Time	Ove	ertime Hou	rly Rate	
Classification ^g	Basic	Health	Pension	Vacation/	Training	Other	Hours	Total	Daily	Saturday ^b	Sunday/	
(Journeyperson)	Hourly	and		Holiday		Payments		Hourly			Holiday	
	Rate	Welfare						Rate	1 1/2X	1 1/2X	2X	
Group 1	\$30.57	\$16.22	\$6.00	\$2.15	\$0.85	a\$0.58	8	\$56.37	\$71.655	\$71.655	\$86.94	
Group 2	30.87	16.22	6.00	2.15	0.85	a0.58	8	56.67	72.105	72.105	87.54	
Group 3	31.17	16.22	6.00	2.15	0.85	a0.58	8	56.97	72.555	72.555	88.14	
Group 4	31.52	16.22	6.00	2.15	0.85	a0.58	8	57.32	73.08	73.08	88.84	
Group 5	31.87	16.22	6.00	2.15	0.85	a0.58	8	57.67	73.605	73.605	89.54	
Group 6		USE DUMP TRUCK YARDAGE RATE										
Group 7		USE APP	ROPRIAT	E RATE FO	OR THE I	POWER U	NIT OI	R THE E	QUIPME	NT UTILI	ZED	

Group 7 Group 8 (Trainee)^c

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

d Step I – 1^{st} 1000 Hours e Step II – 2^{nd} 1000 Hours f Step III – 3^{rd} 1000 Hours

^a Supplemental Dues and Contract Administration.

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

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

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

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

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

^g For classifications within each group, see page 56.

CRAFT: ## LANDSCAPE MAINTENANCE LABORER

(APPLIES ONLY TO ROUTINE LANDSCAPE MAINTENANCE WORK NOT NEW LANDSCAPE CONSTRUCTION)¹

DETERMINATION: NC-LML-2014-1

ISSUE DATE: August 22, 2014

EXPIRATION DATE OF DETERMINATION: September 30, 2014* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director – Research Unit (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

•			Emp	loyer Payments	8		Straigl	nt -Time	Overtime
LOCALITY:	Basic Hourly Rate	Health and Welfare	Pension	Vacation	Holiday	Training	Hours	Total Hourl Rate	1 1/2x y
Alameda	9.00	0.43	-	^a 0.14	0.24	-	8	^b 9.81	^в 14.31
Alpine, El Dorado	9.00	-	-	0.12	0.14	-	8	9.26	13.76
	9.00	-	-	0.14	0.16	-	8	9.30	13.80
Amador	9.00	-	-	0.16	0.06	-	8	9.22	13.72
Butte, Glenn, and Plumas	9.00	0.16	-	° 0.13	0.05	-	8	^в 9.34	^в 13.84
Calaveras	9.00	-	-	0.10	0.12	-	8	9.22	13.72
Colusa and Sutter	9.00	-	-	0.12	0.14	-	8	9.26	13.76
	9.00	-	-	0.14	0.16	-	8	9.30	13.80
Contra Costa	10.00	-	-	-	0.12	-	8	10.12	15.12
Del Norte and Humboldt	9.00	-	-	0.25	0.07	-	8	9.32	13.82
Fresno	9.00	-	-	0.11	-	-	8	9.11	13.61
	9.00	-	-	^d 0.19	0.19	-	8	^b 9.38	^b 13.88
Kings	9.00	-	-	e 0.25	0.25	-	8	^b 9.50	^b 14.00
Lake and Mendocino	9.00	-	-	f 0.13	0.03	-	8	^в 9.16	^в 13.66
	9.00	-	-	g 0.14	0.03	-	8	^в 9.17	^в 13.67
Lassen, Modoc, Shasta,									
Siskiyou and Trinity	9.00	-	-	0.31	0.09	-	8	9.40	13.90
Madera, Mariposa and Merced	9.00	-	-	0.115	0.115	-	8	9.23	13.73
Marin	10.00	-	-	-	0.12	-	8	10.12	15.12
Monterey	9.00	-	-	0.14	0.22	-	8	9.36	13.86
	9.00	-	-	0.16	0.25	-	8	9.41	13.91
Napa	9.00	-	-	^q 0.11	0.14	-	8	9.25	13.75
Nevada and Sierra	9.00	-	-	0.16	0.19	-	8	9.35	13.85
Placer	9.00	-	-	0.12	0.14	-	8	9.26	13.76
Sacramento	9.00	-	-	0.16	-	-	8	9.16	13.66
	9.00	-	-	0.15	-	-	8	9.15	13.65
San Benito	9.00	-	-	^h 0.15	0.18	-	8	^в 9.33	^b 13.83
San Francisco	9.00	-	-	0.17	0.17	-	8	9.34	13.84
San Joaquin	9.00	0.37	-	i 0.12	0.12	-	8	^b 9.61	^b 14.11
San Mateo	9.00	0.43	-	^j 0.12	0.14	-	8	^b 9.69	^b 14.19
	9.00		-	k 0.13	0.17	-	8	^b 9.30	b 13.80
Santa Clara	9.00	0.03	-	10.13	0.18	-	8	^в 9.34	^ь 13.84
Santa Cruz	9.00	-	-	0.16	-	-	8	9.16	13.66
a .	9.00	-	-	0.19	-	-	8	9.19	13.69
Solano	9.00	-	-	- m o	0.07	-	8	9.07	13.57
Sonoma	9.00	-	-	^m 0.13	0.16	-	8	^b 9.29	^b 13.79
	9.00	0.38	-	ⁿ 0.15	0.19	-	8	^b 9.72	b 14.22
Stanislaus and Tuolumne	9.00	-	-	0.115	0.14	-	8	9.255	
	9.00	-	-	° 0.13	0.11	-	8	^b 9.24	^b 13.74
Tehama	9.00	-	-	0.12	0.19	-	8	9.31	13.81
Tulare	9.00	0.69	-	^p 0.12	-	-	8	^b 9.81	^ь 14.31
Yolo	9.00	-	-	-	0.14	-	8	9.14	13.64
77.1	9.00	-	-	-	0.19	-	8	9.19	13.69
Yuba	9.00	-	-	0.14	0.16	-	8	9.30	13.80

Craft is not apprenticeable

NOTE: If there are two rates, the first rate is for routine work, the second rate is for complex work.

DETERMINATION: NC-LML-2014-1

- a. \$0.20 after 3 years of service; \$0.27 after 5 years of service.
- b. Computation is based on first years of employment. This rate should be increased by any applicable vacation increase as stated in other footnotes.
- ^{c.} \$0.25 after 7 years of service.
- d. \$0.38 after 3 years of service.
- ^{e.} \$0.37 after 5 years of service; \$0.49 after 15 years of service.
- f. \$0.19 after 1 year of service; \$0.25 after 2 years of service.
- g. \$0.22 after 1 year of service; \$0.29 after 2 years of service.
- h. \$0.31 after 5 years of service.
- i. \$0.24 after 5 years of service.
- ^{j.} \$0.23 after 2 years of service; \$0.35 after 6 years of service.
- k. \$0.26 after 1 year of service; \$0.39 after 5 years of service.
- \$0.27 after 1 year of service; \$0.40 after 5 years of service.
- m. \$0.26 after 7 years of service.
- ^{n.} \$0.31 after 3 years of service; \$0.46 after 7 years of service.
- o. \$0.27 after 3 years of service; \$0.40 after 5 years of service.
- p. \$0.23 after 2 years of service.
- ^q \$0.23 after 7 years of service.

ROUTINE – mowing, watering, pruning, trimming, weeding, spraying, occasional planting and replacement of plants and janitorial work incidental to such landscape maintenance.

COMPLEX – servicing of irrigation and sprinkler systems, repairing of equipment use in such landscape maintenance.

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

¹ This determination does not apply to work of a landscape laborer employed on landscape construction (work incidental to construction or post-construction maintenance during the plant installation and establishment period). The following is a description of the landscape work cover under this determination:

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: #TUNNEL/UNDERGROUND (OPERATING ENGINEER-HEAVY AND HIGHWAY WORK)

DETERMINATION: NC-23-63-1-2015-2C

ISSUE DATE: August 22, 2015
EXPIRATION DATE OF DETERMINATION: June 30, 2016* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director - Research Unit at (415) 703-4774 for the new rates after ten days after the expiration date if no subsequent determination is issued.

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

				Employer Payments					Straight-Tim	e		Overtime Hourly Rate			
Classification (Journeyperson)	Но	isic urly ate	Health and Welfare	Pension	Vacation and Holiday ^c	Training	Other Payments	Hours ^e	Total Hourly Rate		Daily/ Saturday ^d 1 1/2X			ay and iday X	
Classification Group	Area 1a	Area 2 ^b							Area 1a	Area 2 ^b	Area 1a	Area 2 ^b	Area 1a	Area 2 ^b	
Underground Rate	Alcai	AICA Z							Alcai	Alcaz	Alcai	AICA Z	Alcai	Alca Z	
Group 1-A	\$39.44	\$41.44	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$68.87	\$70.87	\$88.59	\$91.59	\$108.31	\$112.31	
Group 1	\$36.97	\$38.97	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$66.40	\$68.40	\$84.89	\$87.89	\$103.37	\$107.37	
Group 2	\$35.71	\$37.71	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$65.14	\$67.14	\$83.00	\$86.00	\$100.85	\$104.85	
Group 3	\$34.38	\$36.38	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$63.81	\$65.81	\$81.00	\$84.00	\$98.19	\$102.19	
Group 4	\$33.24	\$35.24	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$62.67	\$64.67	\$79.29	\$82.29	\$95.91	\$99.91	
Group 5	\$32.10	\$34.10	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$61.53	\$63.53	\$77.58	\$80.58	\$93.63	\$97.63	
Shafts Stopes & Raises															
Group 1-A	\$39.54	\$41.54	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$68.97	\$70.97	\$88.74	\$91.74	\$108.51	\$112.51	
Group 1	\$37.07	\$39.07	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$66.50	\$68.50	\$85.04	\$88.04	\$103.57	\$107.57	
Group 2	\$35.81	\$37.81	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$65.24	\$67.24	\$83.15	\$86.15	\$101.05	\$105.05	
Group 3	\$34.48	\$36.48	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$63.91	\$65.91	\$81.15	\$84.15	\$98.39	\$102.39	
Group 4	\$33.34	\$35.34	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$62.77	\$64.77	\$79.44	\$82.44	\$96.11	\$100.11	
Group 5	\$32.20	\$34.20	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$61.63	\$63.63	\$77.73	\$80.73	\$93.83	\$97.83	

CLASSIFICATIONS:

GROUP 1-A

Tunnel Bore Machine Operator - 20 feet in diameter or more

GROUP 1

Heading Shield Operator Heavy Duty Repairman/Welder Mucking Machine Raised Bore Operator Tunnel Mole Bore Operator

Tunnel Boring Machine Operator 10 ft up to 20 ft

GROUP 2

Combination Slusher and Motor Operator Concrete Pump or Pumpcrete Guns Power Jumbo Operator

GROUP 3 Drill Doctor Mine or Shaft Hoist

GROUP 4

Combination Slurry Mixer Cleaner Grouting Machine Operator

GROUP 5 Bit Sharpener Brakeman Combination Mixer and Compressor (Gunite) Compressor Operator Assistant to Engineer Pump Operator Slusher Operator

NOTE: For Special Single and Second Shift rates, please see page 58A.

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

[#] Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet at http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards website at http://www.dir.ca.gov/das/das.html.

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

AREA 2 - Modoc, and portions of Alpine, Amador, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Lake, Lassen, Madera, Mariposa, Mendocino, Monterey, Nevada, Placer, Plumas, Shasta, Sierra, Siskiyou, Sonoma, Tehama, Tulare, Tuolumne and Trinity counties. (Portions of counties falling in each area detailed on page 41).

Includes an amount for supplemental dues.

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

When three shifts are employed for five (5) or more consecutive days, seven and one-half (7 1/2) consecutive hours (exclusive of meal period), shall constitute a day of work, for which eight (8) times the straight time hourly rate shall be paid at the non-shift wage rate for the second shift. The third shift shall be seven (7) hours of work for eight (8) hours of pay at the non-shift wage rate.

DETERMINATION: NC-LML-2014-1

- a. \$0.20 after 3 years of service; \$0.27 after 5 years of service.
- b. Computation is based on first years of employment. This rate should be increased by any applicable vacation increase as stated in other footnotes.
- ^{c.} \$0.25 after 7 years of service.
- d. \$0.38 after 3 years of service.
- ^{e.} \$0.37 after 5 years of service; \$0.49 after 15 years of service.
- f. \$0.19 after 1 year of service; \$0.25 after 2 years of service.
- g. \$0.22 after 1 year of service; \$0.29 after 2 years of service.
- h. \$0.31 after 5 years of service.
- i. \$0.24 after 5 years of service.
- ^{j.} \$0.23 after 2 years of service; \$0.35 after 6 years of service.
- k. \$0.26 after 1 year of service; \$0.39 after 5 years of service.
- \$0.27 after 1 year of service; \$0.40 after 5 years of service.
- m. \$0.26 after 7 years of service.
- ^{n.} \$0.31 after 3 years of service; \$0.46 after 7 years of service.
- o. \$0.27 after 3 years of service; \$0.40 after 5 years of service.
- p. \$0.23 after 2 years of service.
- ^q \$0.23 after 7 years of service.

ROUTINE – mowing, watering, pruning, trimming, weeding, spraying, occasional planting and replacement of plants and janitorial work incidental to such landscape maintenance.

COMPLEX – servicing of irrigation and sprinkler systems, repairing of equipment use in such landscape maintenance.

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

¹ This determination does not apply to work of a landscape laborer employed on landscape construction (work incidental to construction or post-construction maintenance during the plant installation and establishment period). The following is a description of the landscape work cover under this determination:

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS PURSUANT TO CALIFORNIA LABOR CODE PART 7. CHAPTER 1. ARTICLE 2. SECTIONS 1770. 1773 AND 1773.1

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: #TUNNEL/UNDERGROUND (OPERATING ENGINEER-HEAVY AND HIGHWAY WORK)

DETERMINATION: NC-23-63-1-2015-1C **ISSUE DATE:** February 22, 2015

EXPIRATION DATE OF DETERMINATION: June 28, 2015** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.

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

			_	Employer Payments					Straight-Tim	e	Overtime Hourly Rate			
Classification (Journeyperson)	Но	sic urly ate	Health and Welfare	and Paym			Other Payments	Hours ^e	Ho	tal urly ate		ily/ rday ^d /2X		ay and iday X
Classification Group	Area 1a	Area 2 ^b							Area 1a	Area 2 ^b	Area 1 ^a	Area 2 ^b	Area 1 ^a	Area 2 ^b
Underground Rate														
Group 1-A	\$38.32	\$40.32	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$66.77	\$68.77	\$85.93	\$88.93	\$105.09	\$109.09
Group 1	\$35.85	\$37.85	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$64.30	\$66.30	\$82.23	\$85.23	\$100.15	\$104.15
Group 2	\$34.59	\$36.59	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$63.04	\$65.04	\$80.34	\$83.34	\$97.63	\$101.63
Group 3	\$33.26	\$35.26	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$61.71	\$63.71	\$78.34	\$81.34	\$94.97	\$98.97
Group 4	\$32.12	\$34.12	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$60.57	\$62.57	\$76.63	\$79.63	\$92.69	\$96.69
Group 5	\$30.98	\$32.98	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$59.43	\$61.43	\$74.92	\$77.92	\$90.41	\$94.41
Shafts Stopes & Raises														
Group 1-A	\$38.42	\$40.42	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$66.87	\$68.87	\$86.08	\$89.08	\$105.29	\$109.29
Group 1	\$35.95	\$37.95	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$64.40	\$66.40	\$82.38	\$85.38	\$100.35	\$104.35
Group 2	\$34.69	\$36.69	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$63.14	\$65.14	\$80.49	\$83.49	\$97.83	\$101.83
Group 3	\$33.36	\$35.36	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$61.81	\$63.81	\$78.49	\$81.49	\$95.17	\$99.17
Group 4	\$32.22	\$34.22	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$60.67	\$62.67	\$76.78	\$79.78	\$92.89	\$96.89
Group 5	\$31.08	\$33.08	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$59.53	\$61.53	\$75.07	\$78.07	\$90.61	\$94.61

CLASSIFICATIONS:

GROUP 1-A

Tunnel Bore Machine Operator - 20 feet in diameter or more

GROUP 1

Heading Shield Operator
Heavy Duty Repairman/Welder
Mucking Machine
Raised Bore Operator
Tunnel Mole Bore Operator
Tunnel Boring Machine Operator 10 ft up to 20 ft

GROUP 2

Combination Slusher and Motor Operator Concrete Pump or Pumpcrete Guns Power Jumbo Operator

GROUP 3

Drill Doctor Mine or Shaft Hoist

GROUP 4

Combination Slurry Mixer Cleaner Grouting Machine Operator

GROUP 5

Bit Sharpener
Brakeman
Combination Mixer and Compressor (Gunite)
Compressor Operator
Assistant to Engineer
Pump Operator
Slusher Operator

Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet at http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at http://www.dir.ca.gov/das/das.html.

NOTE: For Special Single and Second Shift rates, please see page 58A.

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

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

^c AREA 2 - Modoc, and portions of Alpine, Amador, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Lake, Lassen, Madera, Mariposa, Mendocino, Monterey, Nevada, Placer, Plumas, Shasta, Sierra, Siskiyou, Sonoma, Tehama, Tulare, Tuolumne and Trinity counties. (Portions of counties falling in each area detailed on page 41).

^c Includes an amount for supplemental dues.

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

When three shifts are employed for five (5) or more consecutive days, seven and one-half (7 1/2) consecutive hours (exclusive of meal period), shall constitute a day of work, for which eight (8) times the straight time hourly rate shall be paid at the non-shift wage rate for the second shift. The third shift shall be seven (7) hours of work for eight (8) hours of pay at the non-shift wage rate.

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: # TUNNEL/UNDERGROUND (OPERATING ENGINEER-HEAVY AND HIGHWAY WORK) (SPECIAL SINGLE AND SECOND SHIFT)

DETERMINATION: NC-23-63-1-2015-1C ISSUE DATE: February 22, 2015

EXPIRATION DATE OF DETERMINATION: June 28, 2015** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415)

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

				Employer Payments				Str	aight-Time			Overtime I	Hourly Rate	1
Classification	Ba	sic	Health	Pension	Vacation	Training	Other	Hours	To	otal	Da	ily/	Sunday	/ and
(Journeyperson)	Ho	urly	and		and		Payments		Ho	urly	Satu	rday ^d	Hol	iday
	Ra	ate	Welfare		Holidayc				Ra	ate	11	/2X	2	X
Classification Group														
	Area 1 ^a	Area 2 ^b							Area 1a	Area 2 ^b	Area 1a	Area 2 ^b	Area 1a	Area 2 ^b
Underground Rate														
Group 1-A	\$42.45	\$44.45	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$70.90	\$72.90	\$92.13	\$95.13	\$113.35	\$117.35
Group 1	\$39.66	\$41.66	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$68.11	\$70.11	\$87.94	\$90.94	\$107.77	\$111.77
Group 2	\$38.25	\$40.25	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$66.70	\$68.70	\$85.83	\$88.83	\$104.95	\$108.95
Group 3	\$36.77	\$38.77	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$65.22	\$67.22	\$83.61	\$86.61	\$101.99	\$105.99
Group 4	\$35.47	\$37.47	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$63.92	\$65.92	\$81.66	\$84.66	\$99.39	\$103.39
Group 5	\$34.20	\$36.20	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$62.65	\$64.65	\$79.75	\$82.75	\$96.85	\$100.85
Shafts Stopes & Raises														
Group 1-A	\$42.56	\$44.56	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$71.01	\$73.01	\$92.29	\$95.29	\$113.57	\$117.57
Group 1	\$39.77	\$41.77	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$68.22	\$70.22	\$88.11	\$91.11	\$107.99	\$111.99
Group 2	\$38.36	\$40.36	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$66.81	\$68.81	\$85.99	\$88.99	\$105.17	\$109.17
Group 3	\$36.88	\$38.88	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$65.33	\$67.33	\$83.77	\$86.77	\$102.21	\$106.21
Group 4	\$35.58	\$37.58	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$64.03	\$66.03	\$81.82	\$84.82	\$99.61	\$103.61
Group 5	\$34.31	\$36.31	\$13.03	\$10.15	\$3.86	\$0.67	\$0.74	8	\$62.76	\$64.76	\$79.92	\$82.92	\$97.07	\$101.07

CLASSIFICATIONS:

GROUP 1-A

Tunnel Bore Machine Operator - 20 feet in diameter or more

GROUP 1

Heading Shield Operator Heavy Duty Repairman/Welder Mucking Machine Raised Bore Operator Tunnel Mole Bore Operator

Tunnel Boring Machine Operator 10 ft up to 20 ft

GROUP 2

Combination Slusher and Motor Operator Concrete Pump or Pumpcrete Guns Power Jumbo Operator

GROUP 3

Mine or Shaft Hoist

Combination Slurry Mixer Cleaner Grouting Machine Operator Motorman

GROUP 5

Slusher Operator

Bit Sharpener Brakeman Combination Mixer and Compressor (Gunite) Compressor Operator Assistant to Engineer Pump Operator

Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet at http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at http://www.dir.ca.gov/das/das.html.

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

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

AREA 2 - Modoc, and portions of Alpine, Amador, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Lake, Lassen, Madera, Mariposa, Mendocino, Monterey, Nevada, Placer, Plumas, Shasta, Sierra, Siskiyou, Sonoma, Tehama, Tulare, Tuolumne and Trinity counties. (Portions of counties falling in each area detailed on page 41).

Includes an amount for supplemental dues.

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