## **SPECIFICATIONS**

## **FOR**

# RSTP ROAD RESURFACING PROGRAM PHASE J Federal Aid Project No. STPL-5938(228) Contract No. 9467

## **BOARD OF SUPERVISORS**

William O'Brien, Vice Chairman	District No. 1
Vito Chiesa	District No. 2
Terry Withrow	District No. 3
Dick Monteith, Chairman	District No. 4
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.



Approved By:

Sam Chrun, Associate Civil Engineer

Bid Opening Time and Date: 2:00 p.m., February 17, 2016

## TABLE OF CONTENTS

	PAGE
PART I – INVITATION TO BIDDERS	. <b>I-1</b>
PART II – INFORMATION FOR BIDDERS	. II-1
1. Date and Place for Opening Proposals	. II-1
2. Printed Form of Proposals	. II-1
3. Omissions and Discrepancies	. II-1
4. Acceptance or Rejection of Proposals	. II-1
5. Cash, Certified Check, Cashier's Check or Bidder's Bond	
6. Acceptance of Proposals and Its Effect	. II-2
7. Mandatory Pre-Bid Meeting and Site Visit	. II-2
8. Bid Protest	
9. Withdrawal of Bids	. II-3
10. Time for Executing Contract and Damages for Failure to Execute	. II-3
11. Determination of Low Bidder	
12. Time for Beginning and Completing the Work	
13. Prices	
14. Interpretation of Addenda	
15. Right to Make Corrections	
16. Substitutions of Securities for Withheld Payments	
17. Construction Payment Bond and Construction Labor and Materials Bond Surety	
18. Conformed Construction Documents	
PART III – PROPOSAL	. III-1
Contractor's Bid Sheet	
Addendum Sheet	. III-6
Subcontractor's List	. III-7
Bid Documents Required at Bid Opening	. III-8
Insurance Requirements Acknowledgement	
Equal Employment Opportunity Certifications	
Non-discrimination of the Handicapped	
Noncollusion Affidavit	
Public Contract Code	. III-13
Debarment and Suspension Certification	
Nonlobbying Certification for Federal-Aid Contracts	
Disclosure of Lobbying Activities	
W-9 Form	
Proposal Signature Sheet	
PART III – PROPOSAL (continued)	

## TABLE OF CONTENTS

			PAGE
	Bidder	's Bond	. III-24
		t 15-G Local Agency Bidder DBE Commitment (Construction Contracts)	
		t 17-O Disadvantaged Business Enterprises (DBE) Certification Status Change	
		t 15-H DBE Information – Good Faith Efforts	
		t 17-F Final Report – Utilization of Disadvantaged Business Enterprises	
		t 12-B Bidder's List of Subcontractors (DBE and Non-DBE) – Part I	
		t 12-B Bidder's List of Subcontractors (DBE and Non-DBE) – Part II	
		t 16-Z3 Monthly Disadvantage Business Enterprises (DBE) Payment	
		ons With Railroad	
	State F	Prevailing Wage Rates	. III-37
		l Minimum Wage Rates	
PA	RT IV	- SAMPLE AGREEMENT, BONDS, AND GUARANTEE	. IV-1
		e Agreement	
		e Construction Performance Bond	
		e Construction Labor and Material Payment Bond	
		e Guarantee	
PA	RT V -	- SPECIAL CONDITIONS	. V-1
	SC-1	Definition and Terms	
	SC-2	Proposal Requirements and Conditions	
	SC-3	Blank	
	SC-4	Blank	
	SC-5	Excavation Safety Plans	
	SC-6	Control of Materials	. V-3
	SC-7	Legal Relations and Responsibility	. V-3
	SC-8	Prosecution and Progress	. V-10
	SC-9	Measurement and Payment	. V-11
	SC-10	Geotechnical Data and Existing Conditions	. V-12
	SC-11	Site Data	. V-12
	SC-12	Federal Aid Construction Contracts	. V-13
	SC-13	Blank	. V-31
	SC-14	Bonds	. V-31
	SC-15	Insurance	. V-32
	SC-16	Work Disputes	. V-34
	SC-17	Alterations and Modifications	. V-34
		Alterations and Modifications	

## TABLE OF CONTENTS

		PAGE
PART V -	- SPECIAL CONDITIONS (continued)	
	Blank	V-35
	Time Adjustments and Entitlements for Delays	
	Emergencies	
	Working Days and Legal Holidays	
	Submittals	
PART VI	- SPECIAL PROVISIONS	VI-1
SP-1	Order of Work	
SP-2	Water Pollution Control (WPC)	
SP-3	Progress Schedule	
SP-4	Existing Facilities	
SP-5	Dust Control	
SP-6	Mobilization	
SP-7	Temporary Traffic Control.	
SP-8	Temporary Pavement Delineation	
SP-9	Portable Changeable Message Sign	
SP-10	Cold Plane Asphalt Concrete Pavement	
	SawCut Existing AC	
	Clearing and Grubbing	
	Watering	
	Earthwork	
SP-15	Aggregate Base	VI-8
	Hot Mix Asphalt	
	Install Survey Monument Well	
SP-18	Markers and Delineators	VI-11
	Metal Guard Rail Type A77L1	
	Thermoplastic Traffic Stripe and Pavement Marking	
	Environmental Mitigation	
SP-22	ADA Improvement At Curb Ramp	VI-21
	Aggregate Base (Shoulder Backing	
	Miscellaneous Concrete Construction	
SP-25	Triaxial Geogrid	VI-23
	Rock Filtration Drain	
	As built Drawings	
	Full Depth Reclamation-Cement Stabilization	
	Traffic Signal Loop	
	- SPECIAL PROVISIONS (continued)	

## TABLE OF CONTENTS

## **PAGE**

Pre-qualified and Tested Signing and Delineation Materials	ATTACHMENT A
Triaxial Geogrid	ATTACHMENT E
Stanislaus County Construction Survey	ATTACHMENT C
Environmental Commitment Record	ATTACHMENT D
Federal Minimum Wages	ATTACHMENT E
State Prevailing Wages	ATTACHMNET F
Encroachment Permit	ATTACHMENT C
PART VII - DRAWINGS & PERMITS	VII-1

## PART I - INVITATION TO BIDDERS

Contractors are invited to submit written, formal bids for the RSTP ROAD RESURFACING PROGRAM PHASE J, Federal Aid Project No. STPL-5938(228) project. Estimated Construction cost for this project is less than \$1,580,000. The work to be accomplished includes road reconstruction, road surface preparation, application of dense graded hot mix asphalt overlay, pavement markings, striping, adjustment in pavement traffic loops, utilities, monuments and shoulder backing.

Plans and Specifications are available for viewing on the Modesto Reprographics webpage at <a href="https://www.modestoplanroom.com">www.modestoplanroom.com</a>. 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 RSTP ROAD RESURFACING PROGRAM PHASE J, Federal Aid Project No. STPL-5938(228)". Bid envelopes shall be addressed to: Stanislaus County, Clerk of the Board of Supervisors, 1010 10<sup>th</sup> 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., February 17, 2016, 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		
	January 18, 2016		
Project Advertisement	January 25, 2016		
	February 1, 2016		
Last Day Contractors Clarification Requests	February 10, 2016		
Issuance of Addendum (if required)	February 12, 2016		
Bid Opening	February 17, 2016		
Board Approval of Contract	April 5, 2016		
Notice to Proceed	May 9, 2016		

The award of the contract, if it be awarded, will be to the lowest responsible bidder whose 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.

Bidders are advised that, as required by 49 CFR Part 26, the County of Stanislaus is implementing a Race Conscious DBE Program. DBE requirements are located in Part V, "Special Conditions," Section SC-12, "Federal Aid Construction Contracts."

The DBE contract goal for this project has been set at 9.11 percent participation.

Other such items and details not mentioned herein that are required by the Plans, Standard Specifications or Special Provisions shall be performed, placed, constructed or detailed.

A pre-construction conference shall be required prior to the "Notice to Proceed".

This project is subject to the "Buy America" provisions of the Surface Transportation Assistance Act of 1982, as amended by the Intermodal Surface Transportation Efficiency Act of 1991.

The contractor shall possess a Class A License from the time this contract is awarded through contract acceptance.

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 to report bid rigging activities. Use the hotline to report bid rigging, bidder collusion, and other fraudulent activities. The hotline number is (800) 424-9071. The service is available 24 hours 7 days a week and is confidential and anonymous.

The hotline is part of the DOT's effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General.

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 RSTP ROAD RESURFACING PROGRAM PHASE J, Federal Aid Project No. STPL-5938(228)" and addressed to the Stanislaus County, Attn: Clerk of the Board of Supervisors, 1010 10<sup>th</sup> Street, Ste. 6700, Modesto, California, 95354. No bid may be withdrawn within Sixty (60) 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-N/A

#### 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) calendar days after the date of the Notice to Proceed, and shall complete the work within thirty (30) 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 & 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

## RSTP ROAD RESURFACING PROGRAM PHASE J, Federal Aid Project No. STPL-5938(228)

NAME OF BIDDER:	
BUSINESS P.O. BOX:	
CITY CTATE 71D.	
BUSINESS STREET ADDRESS:	
	(Please include even if P.O. Box used)
CITY, STATE, ZIP:	
TELEPHONE NO: ( )	
Area Code	
FAX NO: ( )	
Area Code	
CONTRACTOR LICENSE NO.:	

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 RSTP ROAD RESURFACING PROGRAM PHASE J Federal Aid Project No. STPL-5938(228)

Item No.	SP No.	Item	Estimated Quantity	Unit of Measure	Unit Price (In Figures)	Item Total (In Figures)
1	SP-06	Mobilization	1	L.S.		
2	SP-02	Water Pollution Control	1	L.S.		
3	SP-07	Temporary Traffic Control	1	L.S.		
4	SP-09	Portable Changeable Message Sign (5)	1	L.S.		
5	SP-21	Lead Compliance Plan	1	L.S.		
6	SP-12	Clearing and Grubbing (F)	1	L.S.		
7	SP-16	Widen Existing Driveway	1	L.S.		
8	SP-24	Remove and Replace Curb and Gutter	128	L.F.		
9	SP-28	FDR-C (Depth 15")	11,144	S.Y.		
10	SP-28	Portland Cement (5% Baldwin Road)	400	TONS		
11	SP-10	3" Mill (AC & AB) Including Off Haul	8,611	S.Y.		
12	SP-10	1-1/2" Mill AC Including Off Haul	5,212	S.Y.		
13	SP-25	Triaxial Geogrid	4,440	S.Y.		
14	SP-14	Roadway Excavation (F)	2,988	C.Y.		
15	SP-16	Fiber Reinforced Hot Mix Asphalt (Type A)	6,600	TONS		
16	SP-15	Aggregate Base (Class 2)	3,914	TONS		
17	SP-10	Cold Plane Asphalt Concrete Pavement	3,000	S.F.		
18	SP-20	Thermoplastic Striping (Detail 9)	410	L.F.		
19	SP-20	Thermoplastic Striping (Detail 6)	4,080	L.F.		
20	SP-20	Thermoplastic Striping (Detail 22)	4,602	L.F.		
21	SP-20	Thermoplastic Striping (Detail 27B)	4,123	L.F.		
22	SP-20	Thermoplastic Striping (Detail 29)	195	L.F.		
23	SP-20	Thermoplastic Striping (Detail 34)	480	L.F.		
24	SP-20	Thermoplastic Striping (Detail 38)	410	L.F.		
25	SP-20	Pavement Markings	1,052	S.F.		

26	SP-23	Shoulder Backing	875	TONS		
27	SP-29	Traffic Signal Loop	18	E.A.		
28	SP-16	AC Dike Type "A"	660	L.F.		
29	SP-16	AC Dike Type "E"	130	L.F.		
30	SP-16	AC Dike Type "F"	145	L.F.		
31	SP-11	Sawcut Existing AC	594	L.F.		
32	SP-19	Type A77L1 Metal Guard Rail	250	L.F.		
33	SP-22	ADA Improvements	3	E.A.		
34	SP-18	Fire Hydrant Markers	14	E.A.		
35	SP-26	Rock Infiltration Drain	1	L.S.		
36	SP-28	Overside Drain Per Caltrans Std. D87D	2	E.A.		
37	SP-17	Install Survey Monument Well	5	E.A.		
38	SP-27	As Builts	1	L.S.		
TOTAL BID						

(SIGNED)		Date:
Note:	A11 1	line items must have an entry placed in its appropriate box, and this form must be signed for the

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**

## RSTP ROAD RESURFACING PROGRAM PHASE J Federal Aid Project No. STPL-5938(228)

<u>ADDENDUM</u>	<u>DATED</u>	DATE RECEIVED	<u>INITIALS</u>
Contractor			
Address			
Phone ( )		Fax _ ( )	
(SIGNED)		Date:	
Note: This sheet mu	st be completed and submitted wi	ith your bid for your bid to be ac	cepted as complete.

RSTP ROAD RESURFACING PROGRAM PHASE J

## **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:	

Note: 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)
- Non-Discrimination of the Handicapped
- Noncollusion Affidavit
- Public Contract code
- Debarment and Suspension Certification
- Disclosure of Lobbying Activities
- W-9 Form
- Proposal Signature Sheet
- Bidder's Bond

Note: The following documents below must be completed, signed, and submitted to 1716 Morgan Road, Modesto, CA 95358 no later than 4:00 p.m. on the 4<sup>th</sup> business day after bid opening.

DOCUMENT NAME	PAGE
Exhibit 15-G Local Agency Bidder DBE Commitment (Construction Contracts)	III-25
Exhibit 15-H DBE Information – Good Faith Efforts	III-29

## 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
	Partnership Non-Profit 501 (c)(3)
Signature of Insurance Agent	Date
nsurance Agent / Firm Name	Policy Number
Street Address	( )
City, State, Zip	Phone Number
General Liability	
Auto Liability	
Workers Comp/Employers Liability	er State of California)
(pe	or State of Camornia)

## **EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION**

The bio	bidder	, proposed
subcon	ontractor, h	ereby certifies that he has
	, has not, participated in a previous contract or subcontract subject	t to the equal opportunity
clauses	ses, as required by Executive Orders 10925, 11114, or 11246, and that, wh	ere required, he has filed
with the	the Joint Reporting Committee, the Director of the Office of Federal Contra	ct Compliance, a Federal
Govern	ernment contracting or administering agency, or the former President	s Committee on Equal
Employ	oloyment Opportunity, all reports due under the applicable filling requirement	s.
Note:	The above certification is required by the Equal Employment Opport Secretary of Labor (41 CFR 60-1.7(b) (1)), and <b>must be submitted b subcontractors</b> only in connection with contracts and subcontracts which opportunity clause. Contracts and subcontracts which are exempt fro clause are set forth in 41 CFR 60-1.5. (Generally only contracts or su under are exempt.)  Currently, Standard Form 100 (EEO-1) is the only report required by the implementing regulations.  Proposed prime contractors and subcontractors who have participated subcontract subject to the Executive Orders and have not filed the require 41 CFR 60-1.7(b) (1) prevents the award of contracts and subcontract submits a report covering the delinquent period or such other period Highway Administration or by the Director, Office of Federal Con Department of Labor.	y bidders and proposed have subject to the equal me the equal opportunity becontracts of \$10,000 or Executive Orders or their in a previous contract or deports should note that is unless such contractor specified by the Federal
(SIGNI	NED) 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> NON-DISCRIMINATION OF THE HANDICAPPED

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
CITY, STATE, ZIP CODE:	
BY: (Signature)	TITLE:
DATED:	_

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

## **NONCOLLUSION AFFIDAVIT**

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

## TO THE COUNTY OF STANISLAUS DEPARTMENT OF PUBLIC WORKS

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

RSTP ROAD RESURFACING PROGRAM PHASE J Federal Aid Project No. STPL-5938(228) February 2016

## **PUBLIC CONTRACT CODE**

## **Public Contract Code Section 10285.1 Statement**

	Tuble contract code pector 102001 parement
declare b any cha antitrus as defin Section Univers	Formance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby is under penalty of perjury under the laws of the State of California that the bidder has, has not een convicted within the preceding three years of any offenses referred to in that section, including arge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal st law in connection with the bidding upon, award of, or performance of, any public works contract, ned in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code in 1100, including the Regents of the University of California or the Trustees of the California State sity. The term "bidder" is understood to include any partner, member, officer, director, responsible ing 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 thereof 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
	formance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of the following questionnaire:
the bid	e bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in lder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a , state, or local government project because of a violation of law or a safety regulation?
	Yes No
If the a	nswer is yes, explain the circumstances in the following space.
	Public Contract Code 10232 Statement
perjury issued a failure	formance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of a that no more than one final unappealable finding of contempt of court by a federal court has been against the Contractor within the immediately preceding two year period because of the Contractor's to comply with an order of a federal court which orders the Contractor to comply with an order of tional Labor Relations Board.
(SIGNI	ED) Date:
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.

## **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 will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

(SIGNED)	Date:
----------	-------

Note: This sheet must be completed and submitted with your bid for your bid to be accepted as complete. Providing false information may result in criminal prosecution or administrative sanctions.

## NONLOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in conformance with its instructions.

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

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

## EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action: 2. Status of I	Federal Action: 3. Report Type:				
a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance  a. bid/offer/a b. initial awa c. post-award c. post-award a. bid/offer/a	b. material change  For Material Change Only:  year quarter date of last report				
4. Name and Address of Reporting Entity	<ol><li>If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</li></ol>				
Prime Subawardee Tier, if known					
Congressional District, if known	Congressional District, if known				
6. Federal Department/Agency:	7. Federal Program Name/Description:				
	CFDA Number, if applicable				
8. Federal Action Number, if known:	9. Award Amount, if known:				
10. Name and Address of Lobby Entity	11. Individuals Performing Services				
(If individual, last name, first name, MI)	including address if different from No. 10a (If individual, last name, first name, MI)				
(attach Continuation	Sheet(s) if necessary)				
12. Amount of Payment (check all that apply)	14. Type of Payment (check all that apply)				
\$ actual planned  13. Form of Payment (check all that apply):  a. cash b. in-kind; specify: nature  Value	a. retainer b. one-time fee c. commission d. contingent fee e deferred f. other, specify				
15. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11:					
16. Continuation Sheet(s) attached: Yes	No attach Continuation Sheet(s) if necessary)				
17. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or	Signature:				
entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress	Print Name:				
semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject	Title:				
to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Telephone No.: Date:				
	Authorized for Local Reproduction				
Federal Use Only:	Standard Form - LLL				

Distribution: Orig-Local Agency Project Files

## INSTRUCTIONS FOR COMPLETING EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime federal recipient at the initiation or receipt of covered federal action or a material change to previous filing pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

- 1. Identify the type of covered federal action for which lobbying activity is or has been secured to influence, the outcome of a covered federal action.
- 2. Identify the status of the covered federal action.
- 3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered federal action.
- **4.** Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to: subcontracts, subgrants, and contract awards under grants.
- 5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, state, and zip code of the prime federal recipient. Include Congressional District, if known.
- **6.** Enter the name of the federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
- 7. Enter the federal program name or description for the covered federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
- 8. Enter the most appropriate federal identifying number available for the federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant or loan award number, the application/proposal control number assigned by the federal agency). Include prefixes, e.g., "RFP-DE-90-001."
- 9. For a covered federal action where there has been an award or loan commitment by the Federal agency, enter the federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
- 10. Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered federal action.
- 11. Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
- 12. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
- 13. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
- **14.** Check all boxes that apply. If other, specify nature.
- 15. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with federal officials. Identify the federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
- 16. Check whether or not a continuation sheet(s) is attached.
- 17. The certifying official shall sign and date the form, and print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30-minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503. SF-LLL-Instructions Rev. 06-04

- 14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with federal officials. Identify the federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
- 15. Check whether or not a continuation sheet(s) is attached.
- 16. The certifying official shall sign and date the form, print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503. SF-LLL-Instructions Rev. 06-04-90«ENDIF»

Page 12-89 March 15, 2001

# (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.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.			mpioyei	- Identificat	ion number		=	
to avo reside entitie TIN or	your TIN in the appropriate box. The TIN provided must match the name given on the "Name" lin bid backup withholding. For individuals, this is your social security number (SSN). However, for a ent 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 <i>How to get a</i> in page 3.			-	-			
355		- 80	oial ea	curity num	nor			
Par	List account number(s) here (optional)							
See Specif	City, state, and ZIP code	quester's name and address (optional)						
Prin lic Ins	Other (see instructions) ► Address (number, street, and apt, or suite no.) Requester's name							
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)				
	Check appropriate box for federal tax classification:  Individual/sole proprietor				Exemptions (see instructions):			
ge 2.	Business name/disregarded entity name, if different from above							
	Name (as shown on your income tax return)							

#### Certification Part II

Under penalties of perjury, I certify that:

- 1. The number shown on this form is my correct taxpaver identification number (or I am waiting for a number to be issued to me), and
- 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- 3. I am a U.S. citizen or other U.S. person (defined below), and
- 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Signature of Here U.S. person ▶ Date ▶

#### General Instructions

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

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

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
- 3. 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,
- 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

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

Form W-9 (Rev. 8-2013) Page 2

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 treaty 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 furnished 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 LLC 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 A 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 eported and direct sales over \$5,000 <sup>1</sup> Generally, exempt payees 1 through 5 <sup>2</sup>	
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>&</sup>lt;sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

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 1940
  - I-A common trust fund as defined in section 584(a)
  - J-A bank as defined in section 581
  - K-A broke
  - 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(g) 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

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 <a href="https://www.ssa.gov">www.ssa.gov</a>. 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 FIN, 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 <a href="https://www.irs.gov/businesses">www.irs.gov/businesses</a> 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 (1-800-829-3676).

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. If 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.
- 3. 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.

<sup>&</sup>lt;sup>2</sup> 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.

Form W-9 (Rev. 8-2013) Page 4

## 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 <sup>2</sup>		
A. a. The usual revocable savings trust (grantor is also trustee)     b. 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 <sup>3</sup>		
6. 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	The owner		
8. A valid trust, estate, or pension trust	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		
11. Partnership or multi-member LLC	The partnership		
12. A broker or registered nominee	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		
<ol> <li>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))</li> </ol>	The trust		

List first and circle the name of the person whose number you furnish. 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 retund.

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 police 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 <code>phishing@irs.gov</code>. 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: <code>sparn@uce.gov</code> or contact them at <code>www.fic.gov/idtheft</code> or 1-877-IDTHEFT (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. Boutine 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.

<sup>&</sup>lt;sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>&</sup>lt;sup>a</sup> 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.

<sup>\*</sup>Note. Grantor also must provide a Form W-9 to trustee of trust

## PROPOSAL SIGNATURE SHEET

Accompanying this proposal is "cashier's check," "certified check," or "bidder's bond," (	(insert the words "cash,"
	\$
equal to at least ten percent of the total of the bid.	
The names of all persons interested in the foregoing propose	al as principals are as follows:
If bidder or other interested person is a corporation, state president, secretary, treasurer, and manager thereof; if a co of all individual copartners composing firm; if bidder or ot and last names in full.	partnership, state true name of firm, also names
Licensed in conformance with an act providing for the regis	stration of contractors,
License No Classific	ation(s)
Expiration Date	
ADDENDA – THIS PROPOSAL IS SUBMITTED WITCONTRACT INCLUDED IN ADDEND NUMBER/S (Fill in addenda numbers if addenda have been receive Estimate sheets that were received as part of the addenda.)	
By my signature on this proposal I certify, under penal California, that the foregoing questionnaire and statements and 10285.1 are true and correct and that the bidder has conthe Fair Employment and Housing Commission Regularies Administrative Code). By my signature on this proposal I follows of the State of California and the United States of Arrive Title 23 United States Code, Section 112 and Public Conference Regulations, Part 29 Debarment and Suspension	of Public Contract Code Sections 10162, 10232 mplied with the requirements of Section 8103 of pulations (Chapter 5, Title 2 of the California purther certify, under penalty of perjury under the merica, that the Noncollusion Affidavit required purtact Code Section 7106; and the Title 49 Code
Date:	
Signatu	re and Title of Bidder
Business Address:	
Place of Business:	
DI CD 11	

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

# COUNTY OF STANISLAUS DEPARTMENT OF PUBLIC WORKS

# **BIDDER'S BOND**

as Surety are bound unto the Country of Stanislaus, State of California, hereafter referred to as "Obligee", in the penal sum of ten percent (10%) of the total amount of the bid of the Principal submitted to the Obligee for the work described below, for the payment of which sum we bind ourselves, jointly and severally,  THE CONDITION OF THIS OBLIGATION IS SUCH, THAT:  WHEREAS, the Principal is submitted to the Obligee, for the RSTP ROAD RESURFACING PROGRAM PHASE J Federal Aid Project No. STPL-5938(228), for which bids are to be opened at Stanislaus County Board of Supervisors Office, Tenth Street Place, 1010 10th Street, Room 6709, Modesto, CA, February 17, 2016.  NOW, THEREFORE, if the Principal is awarded the contract and, within the time and manner required under the specifications, after the prescribed forms are presented to him for signature, enters into a written contract, in the prescribed form, in conformance with the bid, and files two bonds with the Obligee, one to guarantee faithful performance of the contract and the other to guarantee payment for labor and materials as provided by law, then this obligation shall be null and void; otherwise, it shall remain in full force.  In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the court.  Dated:  Principal  By:  Attorney-in-fact	We,	
(10%) of the total amount of the bid of the Principal submitted to the Obligee for the work described below, for the payment of which sum we bind ourselves, jointly and severally,  THE CONDITION OF THIS OBLIGATION IS SUCH, THAT:  WHEREAS, the Principal is submitted to the Obligee, for the RSTP ROAD RESURFACING PROGRAM PHASE J Federal Aid Project No. STPL-5938(228), for which bids are to be opened at Stanislaus County Board of Supervisors Office, Tenth Street Place, 1010 10th Street, Room 6709, Modesto, CA, February 17, 2016.  NOW, THEREFORE, if the Principal is awarded the contract and, within the time and manner required under the specifications, after the prescribed forms are presented to him for signature, enters into a written contract, in the prescribed form, in conformance with the bid, and files two bonds with the Obligee, one to guarantee faithful performance of the contract and the other to guarantee payment for labor and materials as provided by law, then this obligation shall be null and void; otherwise, it shall remain in full force.  In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the court.  Dated:  Principal  Principal  By:		as Surety are bound unto the
for the payment of which sum we bind ourselves, jointly and severally,  THE CONDITION OF THIS OBLIGATION IS SUCH, THAT:  WHEREAS, the Principal is submitted to the Obligee, for the RSTP ROAD RESURFACING PROGRAM PHASE J Federal Aid Project No. STPL-5938(228), for which bids are to be opened at Stanislaus County Board of Supervisors Office, Tenth Street Place, 1010 10th Street, Room 6709, Modesto, CA, February 17, 2016.  NOW, THEREFORE, if the Principal is awarded the contract and, within the time and manner required under the specifications, after the prescribed forms are presented to him for signature, enters into a written contract, in the prescribed form, in conformance with the bid, and files two bonds with the Obligee, one to guarantee faithful performance of the contract and the other to guarantee payment for labor and materials as provided by law, then this obligation shall be null and void; otherwise, it shall remain in full force.  In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the court.  Dated:  Principal  By:		
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PROGRAM PHASE J Federal Aid Project No. STPL-5938(228), for which bids are to be opened at Stanislaus County Board of Supervisors Office, Tenth Street Place, 1010 10th Street, Room 6709, Modesto, CA, February 17, 2016.  NOW, THEREFORE, if the Principal is awarded the contract and, within the time and manner required under the specifications, after the prescribed forms are presented to him for signature, enters into a written contract, in the prescribed form, in conformance with the bid, and files two bonds with the Obligee, one to guarantee faithful performance of the contract and the other to guarantee payment for labor and materials as provided by law, then this obligation shall be null and void; otherwise, it shall remain in full force.  In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the court.  Dated:  Principal  Principal  By:	THE CONDITION OF THIS OBLIGATION	IS SUCH, THAT:
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Principal  Surety  By:		
Surety By:	Dated:	
Surety By:		
By:		Principal
By:	_	Surety
Attorney-in-ract	Ву: _	
		Auorney-m-ract

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.

# EXHIBIT 15-G CONSTRUCTION CONTRACT DBE COMMITMENT

1. Local Ag	gency:		2. Contract DBE Goal:	
3. Project D	Description:			
	ocation:			
			Certified DBE:   7. Bid Amount:	
			9. Total Number of <u>ALL</u> Subcontractors:	
10. Bid Item Number	11. Description of Work, Service, or Materials Supplied	12. DBE Certification Number	13. DBE Contact Information (Must be certified on the date bids are opened)	14. DBE Dollar Amount
		1		
	Local Agency to Complete this Section	(35)		
21. Local A	Agency Contract Number:	45 TOTAL CLAMMED DRE DARTICIDATION	\$	
22. Federal	I-Aid Project Number:	15. TOTAL CLAIMED DBE PARTICIPATION	07	
23. Bid Ope	ening Date:		%	
Local Agen	ncy certifies that all DBE certifications are valid and in complete and accurate.	IMPORTANT: Identify all DBE firms being claimed for regardless of tier. Names of the First Tier DBE Subcetheir respective item(s) of work listed above must be where applicable with the names and items of the work "Subcontractor List" submitted with your bid. Written each listed DBE is required.	ontractors and consistent, ork in the	
25. Local	Agency Representative's Signature 26. Date		16. Preparer's Signature 17. Date	•
27. Local	Agency Representative's Name 28. Phon	ie	18. Preparer's Name 19. Pho	ne
29. Local	I Agency Representative's Title		20. Preparer's Title	

DISTRIBUTION: 1. Original - Local Agency

2. Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract. Include additional copy with award package.

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

# INSTRUCTIONS – CONSTRUCTION CONTRACT DBE COMMITMENT

# CONTRACTOR SECTION

- 1. Local Agency Enter the name of the local or regional agency that is funding the contract.
- 2. Contract DBE Goal Enter the contract DBE goal percentage as it appears on the project advertisement.
- 3. Project Location Enter the project location as it appears on the project advertisement.
- 4. Project Description Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc).
- 5. Bidder's Name Enter the contractor's firm name.
- 6. Prime Certified DBE Check box if prime contractor is a certified DBE.
- 7. Bid Amount Enter the total contract bid dollar amount for the prime contractor.
- 8. Total Dollar Amount for ALL Subcontractors Enter the total dollar amount for all subcontracted contractors.
- SUM = (DBEs + all Non-DBEs). Do not include the prime contractor information in this count.
- 9. Total number of <u>ALL</u> subcontractors Enter the total number of all subcontracted contractors. SUM = (DBEs + all Non-DBEs). Do not include the prime contractor information in this count.
- 10. Bid Item Number Enter bid item number for work, services, or materials supplied to be provided.
- 11. Description of Work, Services, or Materials Supplied Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime contractor's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
- 12. DBE Certification Number Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
- 13. DBE Contact Information Enter the name, address, and phone number of all DBE subcontracted contractors. Also, enter the prime contractor's name and phone number, if the prime is a DBE.
- 14. DBE Dollar Amount Enter the subcontracted dollar amount of the work to be performed or service to be provided. Include the prime contractor if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
- 15. Total Claimed DBE Participation \$: Enter the total dollar amounts entered in the "DBE Dollar Amount" column. %: Enter the total DBE participation claimed ("Total Claimed DBE Participation Dollars" divided by item "Bid Amount"). If the total % claimed is less than item "Contract DBE Goal," an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information Good Faith Efforts of the LAPM).
- 16. Preparer's Signature The person completing the DBE commitment form on behalf of the contractor's firm must sign their name.
- 17. Date Enter the date the DBE commitment form is signed by the contractor's preparer.
- 18. Preparer's Name Enter the name of the person preparing and signing the contractor's DBE commitment form.
- 19. Phone Enter the area code and phone number of the person signing the contractor's DBE commitment form.
- 20. Preparer's Title Enter the position/title of the person signing the contractor's DBE commitment form.

# **LOCAL AGENCY SECTION**

- 21. Local Agency Contract Number Enter the Local Agency contract number or identifier.
- 22. Federal-Aid Project Number Enter the Federal-Aid Project Number.
- 23. Bid Opening Date Enter the date contract bids were opened.
- 24. Contract Award Date Enter the date the contract was executed.
- 25. Local Agency Representative's Signature The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Contractor Section of this form is complete and accurate.
- 26. Date Enter the date the DBE commitment form is signed by the Local Agency Representative.
- 27. Local Agency Representative's Name Enter the name of the Local Agency Representative certifying the contractor's DBE commitment form.
- 28. Phone Enter the area code and phone number of the person signing the contractor's DBE commitment form.
- 29. Local Agency Representative Title Enter the position/title of the Local Agency Representative certifying the contractor's DBE commitment form.

1. Local Agency Contract Number

4. Contract Completion Date

# EXHIBIT 17-O DISADVANTAGED BUSINESS ENTERPRISES (DBE) CERTIFICATION STATUS CHANGE

3. Local Agency

5. Contractor	/Consultant	6. E	Business Address			7. Fina	al Contract Amount	
8. Contract Item Number	9. DBE Contact Info	mation	10. DBE Certification Number	11. Amount Paid While Certified	12. Certification/ Decertification Date (Letter Attached)		13. Comments	
If there were no	changes in the DBE certification of subo	ontractors/subconsultan	ts, indicate on the form.		•			
		I CERTI	FY THAT THE ABOVE INF	ORMATION IS COMPLET	E AND CORRECT			
14. Contracto	r/Consultant Representative's Signa	ture	15. Contractor/Consu	ıltant Representative's	Name	16. Phone	17. Date	
_	I CERTI	FY THAT THE CONTRA	ACTING RECORDS AND O	N-SITE PERFORMANCE	OF THE DBE(S) HAS E	BEEN MONITORED		
18. Local Age	ency Representative's Signature		19. Local Agency Re	presentative's Name		20. Phone	21. Date	

DISTRIBUTION: Original - Local Agency, Copy - Caltrans District Local Assistance Engineer. Include with Final Report of Expenditures

2. Federal-Aid Project Number

ADA NOTICE: For individuals with sensory disabilities, this document is available in alternate formats. For information, call (916) 445-1233, Local Assistance Procedures Manual TTY 711, or write to Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

# INSTRUCTIONS –DISADVANTAGED BUSINESS ENTERPRISES (DBE) CERTIFICATION STATUS CHANGE

- 1. Local Agency Contract Number Enter the Local Agency contract number or identifier.
- 2. Federal-Aid Project Number Enter the Federal-Aid Project Number.
- 3. Local Agency Enter the name of the local or regional agency that is funding the contract.
- **4.** Contract Completion Date Enter the date the contract was completed.
- 5. Contractor/Consultant Enter the contractor/consultant's firm name.
- **6. Business Address** Enter the contractor/consultant's business address.
- 7. Final Contract Amount Enter the total final amount for the contract.
- **8.** Contract Item Number Enter contract item for work, services, or materials supplied provided. Not applicable for consultant contracts.
- **9. DBE Contact Information -** Enter the name, address, and phone number of all DBE subcontracted contractors/consultants.
- 10. DBE Certification Number Enter the DBE's Certification Identification Number.
- **11. Amount Paid While Certified** Enter the actual dollar value of the work performed by those subcontractors/subconsultants during the time period they are certified as a DBE.
- **12.** Certification/Decertification Date (Letter Attached) Enter either the date of the Decertification Letter sent out by the Office of Business and Economic Opportunity (OBEO) or the date of the Certification Certificate mailed out by OBEO.
- **13.** Comments If needed, provide any additional information in this section regarding any of the above certification status changes.
- **14.** Contractor/Consultant Representative's Signature The person completing the form on behalf of the contractor/consultant's firm must sign their name.
- 15. Contractor/Consultant Representative's Name Enter the name of the person preparing and signing the form.
- **16. Phone** Enter the area code and telephone number of the person signing the form.
- 17. Date Enter the date the form is signed by the contractor's preparer.
- **18.** Local Agency Representative's Signature A Local Agency Representative must sign their name to certify

that the contracting records and on-site performance of the DBE(s) has been monitored.

- **19. Local Agency Representative's Name** Enter the name of the Local Agency Representative signing the form.
- 20. Phone Enter the area code and telephone number of the person signing the form.
- 21. Date Enter the date the form is signed by the Local Agency Representative.

# EXHIBIT 15-H DBE INFORMATION —GOOD FAITH EFFORTS

# **DBE INFORMATION - GOOD FAITH EFFORTS**

Federa	l-aid Project No	Bid Opening Date
		established a Disadvantaged Business Enterprise (DBE) goal of a provided herein shows that a good faith effort was made.
good fa Comm award	aith efforts. Bidders should submitment" form indicates that the biof the contract if the administerin	pidders shall submit the following information to document adequate the following information even if the "Local Agency Bidder DBE der has met the DBE goal. This will protect the bidder's eligibility for a gagency determines that the bidder failed to meet the goal for various ed at bid opening, or the bidder made a mathematical error.
	ttal of only the "Local Agency Bi onstrate that adequate good faith	lder DBE Commitment" form may not provide sufficient documentation efforts were made.
The fo		tion entitled "Submission of DBE Commitment" of the Special
A.		publication in which a request for DBE participation for this project ase attach copies of advertisements or proofs of publication):
	Publications	Dates of Advertisement
В.	the dates and methods used for	n notices sent to certified DBEs soliciting bids for this project and refollowing up initial solicitations to determine with certainty sted (please attach copies of solicitations, telephone records, fax  Date of Initial Follow Up Methods and Dates Solicitation

Page 15-1 June 29, 2012

**OB 12-04** 

-	Items of Work	Bidder Normally Performs Item (Y/N)	Breakdown of Items	Amount (\$)	Percentage Of Contract
D.	The names, addresses and prejection of the DBEs, the f firms involved), and the price.  Names, addresses and phon of the DBEs:	irms selected for that we ce difference for each D	ork (please attach BE if the selected	copies of que firm is not a	otes from the DBE:
	Names, addresses and phon	e numbers of firms sele	cted for the work a	above:	
		seted DPEs in obtaining	bonding, lines of	credit or insu	rance, and an

C. The items of work which the bidder made available to DBE firms including, where appropriate,

Page 15-2 June 29, 2012

**OB 12-04** 

F.	Efforts made to assist interested DE related assistance or services, exclu purchases or leases from the prime	ding supplies and equipment the I	
G.	The names of agencies, organization recruiting and using DBE firms (ple received, i.e., lists, Internet page do	ease attach copies of requests to ag	
-	Name of Agency/Organization	Method/Date of Contact	Results
Η.	Any additional data to support a necessary):	demonstration of good faith effor	ts (use additional sheets if

NOTE: USE ADDITIONAL SHEETS OF PAPER IF NECESSARY.

Page 15-3 June 29, 2012

# EXHIBIT 17-F FINAL REPORT-UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES (DBE) AND FIRST-TIER SUBCONTRACTORS

ocal Agenc	1. Local Agency Contract Number	2. Federal-Aic	2. Federal-Aid Project Number	3. Local Agency				4. Contract Completion Date	mpletion Date
tractor/C	5. Contractor/Consultant		6. Business Address				7. Final Contract Amount	act Amount	
8. Contract	9. Description of Work, Service, or	e, or	10. Company Name and	-	11. DBE Certification	12. Contract Payments	t Payments	13. Date	14. Date of Final
Number	Materials Supplied		Business Address		Number	Non-DBE	DBE	Completed	Payment
IGINAL	15. ORIGINAL DBE COMMITMENT AMOUNT	€	I		16. TOTAL				

List all first-tier subcontractors/subconsultants and DBEs regardless of tier whether or not the firms were originally listed for goal credit. If actual DBE utilization (or item of work) was different than that approved at the time of award, provide comments on an additional page. List actual amount paid to each entity. If no subcontractors/subconsultants were used on the contract, indicate on the form.

	I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT	_	
17. Contractor/Consultant Representative's Signature	18. Contractor/Consultant Representative's Name	19. Phone	20. Date
I CERTIFY THAT 1	I CERTIFY THAT THE CONTRACTING RECORDS AND ON-SITE PERFORMANCE OF THE DBE(S) HAS BEEN MONITORED	IAS BEEN MONITORED	
21. Local Agency Representative's Signature	22. Local Agency Representative's Name	23. Phone	24. Date

DISTRIBUTION: Original - Local Agency, Copy - Caltrans District Local Assistance Engineer. Include with Final Report of Expenditures

ADA NOTICE: For individuals with sensory disabilities, this document is available in alternate formats. For information, call (916) 445-1233, Local Assistance Procedures Manual TTY 711, or write to Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

# INSTRUCTIONS – FINAL REPORT-UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES (DBE) AND FIRST-TIER SUBCONTRACTORS

- 1. Local Agency Contract Number Enter the Local Agency contract number or identifier.
- 2. Federal-Aid Project Number Enter the Federal-Aid Project Number.
- 3. Local Agency Enter the name of the local or regional agency that is funding the contract.
- **4. Contract Completion Date** Enter the date the contract was completed.
- 5. Contractor/Consultant Enter the contractor/consultant's firm name.
- 6. Business Address Enter the contractor/consultant's business address.
- 7. Final Contract Amount Enter the total final amount for the contract.
- **8.** Contract Item Number Enter contract item for work, services, or materials supplied provided. Not applicable for consultant contracts.
- **9. Description of Work, Services, or Materials Supplied** Enter description of work, services, or materials provided. Indicate all work to be performed by DBEs including work performed by the prime contractor/consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
- **10.** Company Name and Business Address Enter the name, address, and phone number of all subcontracted contractors/consultants. Also, enter the prime contractor/consultant's name and phone number, if the prime is a DBE.
- **11. DBE Certification Number -** Enter the DBE's Certification Identification Number. Leave blank if subcontractor is not a DBE.
- **12. Contract Payments** Enter the subcontracted dollar amount of the work performed or service provided. Include the prime contractor/consultant if the prime is a DBE. The Non-DBE column is used to enter the dollar value of work performed by firms that are not certified DBE or for work after a DBE becomes decertified.
- 13. Date Work Completed Enter the date the subcontractor/subconsultant's item work was completed.
- **14.** Date of Final Payment Enter the date when the prime contractor/consultant made the final payment to the subcontractor/subconsultant for the portion of work listed as being completed.
- **15. Original DBE Commitment Amount** Enter the "Total Claimed DBE Participation Dollars" from Exhibits 15-G or 10-O2 for the contract.
- 16. Total Enter the sum of the "Contract Payments" Non-DBE and DBE columns.
- 17. Contractor/Consultant Representative's Signature The person completing the form on behalf of the contractor/consultant's firm must sign their name.
- **18.** Contractor/Consultant Representative's Name Enter the name of the person preparing and signing the form.
- 19. Phone Enter the area code and telephone number of the person signing the form.
- **20.** Date Enter the date the form is signed by the contractor's preparer.
- **21.** Local Agency Representative's Signature A Local Agency Representative must sign their name to certify that the contracting records and on-site performance of the DBE(s) has been monitored.
- **22.** Local Agency Representative's Name Enter the name of the Local Agency Representative signing the form.
- 23. Phone Enter the area code and telephone number of the person signing the form.
- 24. Date Enter the date the form is signed by the Local Agency Representative.

# EXHIBIT 12-B BIDDER'S LIST OF SUBCONTRACTORS (DBE AND NON-DBE)

The bidder shall list all subcontractors (both DBE and non-DBE) in accordance with Title 49, Section 26.11 of the Code of Federal Regulations. This listing is required in addition to listing DBE Subcontractors elsewhere in the proposal. **Photocopy this form for additional firms.** 

Firm Name/ Address/ City, State, ZIP	Phone/ Fax	Annual Gross Receipts	Description of Portion of Work to be Performed	Local Agency Use Only (Certified DBE?)
Name	Phone	<pre>\$1 million</pre> <pre>\$5 million</pre>		YES NO
Address	Fax	<pre>\$10 million</pre> <pre>&lt; \$15 million</pre>		If YES list DBE #:
City State ZIP		> \$15 million		Age of Firm (Yrs.)
Name	Phone	<pre>\$1 million</pre> <pre>&lt; \$5 million</pre>		☐YES □NO
Address	Fax			If YES list DBE #:
City State ZIP	- I tax	> \$15 million		Age of Firm (Yrs.)
Name	Phone			□YES □NO
Address	Fax			If YES list DBE #:
City State ZIP	_ Fax	> \$15 million		Age of Firm (Yrs.)
Name	Phone			□YES □NO
Address	Fax	☐ < \$10 million		If YES list DBE #:
City State ZIP	_ Fax			Age of Firm (Yrs.)

Distribution: 1) Original - Local Agency File

Local Assistance Procedures Manual

Monthly Disadvantaged Business Enterprises (DBE) Payment

EXHIBIT 16-Z3 MONTHLY DISADVANTAGED BUSINESS ENTERPRISES (DBE) PAYMENT

MONTHLY DISADVANTAGED BUSINESS ENTERPRISES (DBE) PAYMENT STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION

CEM-2406 (REV. 05/2015)

CONTRACT NOMBER.	iK:		MONTH:		YEAR:		FEDERAL AID NUMBER:
PRIME CONTRACTOR:	JR:		BUSINESS ADDRESS:	DDRESS:			
ITEM NUMBER(S) OF WORK PERFORMED	DBE FIRM NAME AND BUSINESS ADDRESS	DBE CERT, DATE OF NUMBER PAYMENT	DATE OF PAYMENT	AMOUNT PAID	PERCENT OF PARTICIPATION CREDIT TOWARDS COMMITMENT	TOTAL PERCENT OF DBE WORK COMPLETED TO DATE	COMMENTS

than that approved at the time of I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT award, provide comments. List actual amount paid to each entity.

For individuals with sensory disabilities, this document is available in alternate formats. For information, call (916) 445-1233, ITY 711, or write to Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 92814. Copy - OBEO - email business.support.unit@dot.ca.gov DATE PHONE NUMBER CONTRACTOR'S REPRESENTATIVE NAME: (PRINT) Copy - District Construction Original - Resident Engineer CONTRACTOR REPRESENTATIVE SIGNATURE: ADA Notice COPY DISTRIBUTION -

Page 1 of 2 October, 2015

# **RELATIONS WITH RAILROAD**

This project does not involve the use of railroad properties or adjustments to railroad facilities.

# **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

# FEDERAL MINIMUM WAGE RATES

For current Federal Minimum Wage Rates go the Davis Bacon California County webpage at the following:

http://www.access.gpo.gov/davisbacon/CA.html

Navigate to Stanislaus County and select the appropriate wage rate.

# PART IV – SAMPLE AGREEMENT, BONDS, AND GUARANTEE

# COUNTY OF STANISLAUS AGREEMENT

THIS	S AGREEMENT, by and between, w	hose place of
busine	S AGREEMENT, by and between, we ness is located at ("Contractor"), and	the COUNTY
OF ST	STANISLAUS ("County"), acting under and by virtue of the authority vested in aws of the State of California.	the County by
WHEI	EREAS, County, by its Resolution Noadopted on the, 20 awarded to Contractor the following Contract:	e day of
	[Enter Project Name and Contract Number]	
	W, THEREFORE, in consideration of the mutual covenants hereinafter set for County agree as follows:	th, Contractor
	Article 1. Work	
1.1	Contractor shall complete all Work specified in the Contract Documents, with the Specifications, Drawings, and all other terms and conditions of Documents.	
	Article 2. Architect/Engineer and Project Manager	
2.1	designed the Project and Plans and Specifications shall have the right Architect/Engineer in the Contract Documents.	furnished the
2.2	County has designated the Public Works Construction Manager as its Proje act as County's Representative in all matters relating to the Contract Docume	_
	Article 3. Contract Time and Liquidated Damages	
3.1	Contract Time	
	Contractor shall commence Work on the date established in the Notice to Proreserves the right to modify or alter the Commencement Date of the Work.	oceed. County
	Contractor shall achieve Final Completion of the entire Work and be replayment in accordance with Contract Closeout	Working Days

# 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 re	egular United States mail.
If to County:	
If to Contractor:	
IN WITNESS WHEREOF the parties ha year first above written.	ve executed this Agreement in quadruplicate the day and
COUNTY OF STANISLAUS	[CONTRACTOR ]
By:	By: Name Title
APPROVED AS TO FORM: John P. Doering, County Counsel	
By:	

# **END OF AGREEMENT**

Thomas E. Boze

**Deputy County Counsel** 

# **CONSTRUCTION PERFORMANCE BOND**

This Construction Performance of	mance Bond ("Bond") is	dated	in the penal
by and between the parties listed listed below. This Bond consist following page. Any singu	d below to ensure the fa sts of this page and the lar reference to	ithful performance of the e Bond Terms and Condit	Construction Contract ions as stated on the ("Contractor"),
considered plural where applicable	le.	T Stanislaus (County ), o	r other party shall be
CONTRACTOR:		SURETY:	
Name		Name	
Address		Principal Place of Busine	ess
City/State/Zip		City/State/Zip	
CONSTRUCTION CONTRA	ACT:		
CONTRACT NUME	BER:		
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**

	Labor and Main the penal sum of				
percent of the Contract Sum,	and is entered into b	y and between the	parties list	ed below t	o ensure the
faithful performance of the Co					
Bond Terms and Condition					
					("Surety"),
County of Stanislaus ("County	"), or other party shall	be considered plura	d where app	olicable.	
CONTRACTOR:		SURETY:			
- N					
Name		Name			
Address		Principal Pla	ace of Busin	ness	
City/State/Zip		City/State/Z	iip		
CONCERNICENON CONTE	D. A. CITI				
CONSTRUCTION CONT	RACT:				
CONTRACT NUM	MBER:				
Dated	in the Amount of	· \$		(the "P	enal Sum'').
		· ·		(	
CONTRACTOR:		SURETY:			
Company: (Corp. Seal)		Company: (	(Corp. Seal)	)	
Signature		Signature			
		<i>5</i>			
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

Contract – 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.

# Immediate changes:

- Duty to notify DIR when awarding a contract for a public works project, using the online <a href="PWC-100">PWC-100</a> 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.

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 the contract is awarded.

### **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:

**Encroachment Permit** 

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 per calendar day 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.

# 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

The Contractors attention is directed to the following Federal Requirements for Federal-Aid Construction Projects:

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal Agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in conformance with its instructions.

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

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language or this certification be included in all lower tier subcontracts which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

The bidder shall complete the Disclosure of Lobbying Activities form included in Part III, "Proposal" which shall be submitted with its bid.

## **Federal Lobbying Restrictions**

Section 1352, Title 21, United States Code prohibits Federal funds being expended by the recipient or any lower tier sub recipient of a Federal-aid contract to pay for any person for influencing or attempting to influence a Federal agency or Congress in connection with the awarding of any Federal-aid contract, the making of any Federal grant or loan, or the entering into of any cooperative agreement.

If any funds other than Federal funds have been paid for the same purpose in connection with this Federalaid contract, the recipient shall submit an executed certification and, if required, submit a completed disclosure form as part of the bid documents.

A certification for Federal-aid contracts regarding payment of funds to lobby Congress or a Federal agency is included in the Proposal. Standard Form – LLL, "Disclosure of Lobbying Activities," with instructions for completion of the Standard Form is also included in the Proposal. Signing the Proposal shall constitute signature of the Certification.

The above referenced certification and disclosure of lobbying activities shall be included in each subcontract and any lower-tier contracts exceeding \$100,000. All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the Engineer.

The Contractor, subcontractors and any lower-tier contractors shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by the Contractor, subcontractors and any lower-tier contractors. An event that materially affects the accuracy of the information reported includes:

A cumulative increase if \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or

A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or

A change in the officer(s), employees(s), or Member(s) contacted to influence or attempt to influence a covered Federal Action.

## **Disadvantaged Business Enterprise (DBE)**

This project is subject to Title 49 CFR 26.13(b):

The Contractor, sub recipient 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 BOT-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.

Take necessary and reasonable steps to ensure that DBEs have opportunity to participate in the contract (49 CFR 26).

To ensure equal participation of DBEs provided in 49CFR 26.5, the County shows a goal for DBEs.

Make work available to DBEs and select work parts consistent with available DBE subcontractors and suppliers.

Meet the DBE goal shown in the Invitation to Bidders or demonstrate that you made adequate good faith efforts to meet this goal.

It is your responsibility to verify that the DBE firm is certified as DBE at date of bid opening. For a list of DBEs certified by the California Unified Certification Program, go to:

http://www.dot.ca.gov/hq/bep/find\_certified.htm

All DBE participation will count towards the Agency's Annual Anticipated DBE Participation Level and the California statewide goal.

Credit for materials or supplies you purchase from DBEs counts towards the goal in the following manner:

- 1. 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.
- 2. 60 percent counts if the materials or supplies are obtained from a DBE regular dealer.
- 3. Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer or regular dealer. 49 CFR 26.55 defines "manufacturer" and "regular dealer."

You receive credit towards the goal if you employ a DBE trucking company that performs a commercially useful function as defined in 49 CFR 26.55(d)(1) through (4) and (6).

## **DBE Commitment Submittal**

Submit DBE information on the "Local Agency Bidder-DBE Commitment (Construction Contracts)," Exhibit 15-G form included in Part III, "Proposal". If the form is not submitted with the bid, remove the form from the Bid book before submitting your bid.

If the DBE Commitment form is not submitted with the bid, the apparent low bidder, the 2nd low bidder, and the 3rd low bidder must complete and submit the DBE Commitment form to the Agency. DBE Commitment form must be received by the Agency no later than 4:00 p.m. on the 4th business day after bid opening.

Other bidders do not need to submit the DBE Commitment form unless the Agency requests it. If the Agency requests you to submit a DBE Commitment form, submit the completed form within 4 business days of the request.

Submit written confirmation from each DBE stating that it is participating in the contract. Include confirmation with the DBE Commitment form. A copy of a DBE's quote will serve as written confirmation that the DBE is participating in the contract.

If you do not submit the DBE Commitment form within the specified time, the Agency finds your bid nonresponsive.

## **Good Faith Efforts Submittal**

If you have not met the DBE goal, complete and submit the "DBE Information - Good Faith Efforts," Exhibit 15-H, form with the bid showing that you made adequate good faith efforts to meet the goal. Only good faith efforts directed towards obtaining participation by DBEs will be considered. If good faith efforts documentation is not submitted with the bid, it must be received by the Agency no later than 4:00 p.m. on the 4th business day after bid opening.

If your DBE Commitment form shows that you have met the DBE goal or if you are required to submit the DBE Commitment form, you must also submit good faith efforts documentation within the specified time to protect your eligibility for award of the contract in the event the Agency finds that the DBE goal has not been met.

Good faith efforts documentation must include the following information and supporting documents, as necessary:

1. Items of work you have made available to DBE firms. Identify those items of work you might otherwise perform with its own forces and those items that have been broken down into

economically feasible units to facilitate DBE participation. For each item listed, show the dollar value and percentage of the total contract. It is your responsibility to demonstrate that sufficient work to meet the goal was made available to DBE firms.

- 2. Names of certified DBEs and dates on which they were solicited to bid on the project. Include the items of work offered. Describe the methods used for following up initial solicitations to determine with certainty if the DBEs were interested, and the dates of the follow-up. Attach supporting documents such as copies of letters, memos, facsimiles sent, telephone logs, telephone billing statements, and other evidence of solicitation. You are reminded to solicit certified DBEs through all reasonable and available means and provide sufficient time to allow DBEs to respond.
- 3. Name of selected firm and its status as a DBE for each item of work made available. Include name, address, and telephone number of each DBE that provided a quote and their price quote. If the firm selected for the item is not a DBE, provide the reasons for the selection.
- 4. Name and date of each publication in which you requested DBE participation for the project. Attach copies of the published advertisements.
- 5. Names of agencies and dates on which they were contacted to provide assistance in contacting, recruiting, and using DBE firms. If the agencies were contacted in writing, provide copies of supporting documents.
- 6. List of efforts made to provide interested DBEs with adequate information about the plans, specifications, and requirements of the contract to assist them in responding to a solicitation. If you have provided information, identify the name of the DBE assisted, the nature of the information provided, and date of contact. Provide copies of supporting documents, as appropriate.
- 7. List of efforts made to assist interested DBEs in obtaining bonding, lines of credit, insurance, necessary equipment, supplies, and materials, excluding supplies and equipment that the DBE subcontractor purchases or leases from the prime contractor or its affiliate. If such assistance is provided by you, identify the name of the DBE assisted, nature of the assistance offered, and date assistance was provided. Provide copies of supporting documents, as appropriate.
- 8. Any additional data to support demonstration of good faith efforts.

The Agency may consider DBE commitments of the  $2^{nd}$  and  $3^{rd}$  bidders when determining whether the low bidder made good faith efforts to meet the DBE goal.

## **Subcontractor and disadvantaged Business Enterprise Records**

Use each DBE subcontractor as listed on Exhibit 12-B, "Bidder's List of Subcontractors (DBE and Non-DBE) and Exhibit 15-G, "Local Agency Bidder DBE Commitment (Construction Contracts) form unless you receive authorization for a substitution.

The Agency requests the Contractor to:

- 1. Notify the Engineer of any changes to its anticipated DBE participation
- 2. Provide this notification before starting the affected work
- 3. Maintain records including:
  - a. Name and business address of each 1st-tier subcontractor

- b. Name and business address of each DBE subcontractor, DBE vendor, and DBE Trucking company, regardless of tier
- c. Date of payment and total amount paid to each business

If you are a DBE contractor, include the date of work performed by your own forces and the corresponding value of the work.

Before the 15<sup>th</sup> of each month, submit a Monthly DBE Trucking Verification form.

If a DBE is decertified before completing its work, the DBE must notify you in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify you in writing of the certification date. Submit the notifications. On work completion, complete a Disadvantaged Business Enterprises (DBE) Certification Status Change, Exhibit 17-O form. Submit the form within 30 days of contract acceptance.

Upon work completion, complete Exhibit 17-F, "Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors." Submit it within 90 days of contract acceptance. The Agency will withhold \$10,000 until the form is submitted. The Agency releases the withhold upon submission of the completed form.

## **Performance of Disadvantaged Business Enterprises**

DBEs must perform work or supply materials as listed in the Exhibit 15-G, "Local Agency Bidder DBE Commitment (Construction Contracts)" form, included in the Bid.

Do not terminate or substitute a listed DBE for convenience and perform the work with your own forces or obtain materials from other sources without authorization from the Agency.

The Agency authorizes a request to use other forces or sources of materials if it shows any of the following justifications:

- 1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
- 2. You stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet your bond requirements.
- 3. Work requires a contractor's license and listed DBE does not have a valid license under Contractors License Law.
- 4. Listed DBE fails or refuses to perform the work or furnish the listed materials.
- 5. Listed DBE's work is unsatisfactory and not in compliance with the contract.
- 6. Listed DBE is ineligible to work on the project because of suspension or debarment.
- 7. Listed DBE becomes bankrupt or insolvent.
- 8. Listed DBE voluntarily withdraws with written notice from the Contract.

- 9. Listed DBE is ineligible to receive credit for the type of work required.
- 10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.
- 11. Agency determines other documented good cause.

Notify the original DBE of your intent to use other forces or material sources and provide the reasons. Provide the DBE with 5 days to respond to your notice and advise you and the Agency of the reasons why the use of other forces or sources of materials should not occur. Your request to use other forces or material sources must include:

- 1. One or more of the reasons listed in the preceding paragraph.
- 2. Notices from you to the DBE regarding the request.
- 3. Notices from the DBEs to you regarding the request.

If a listed DBE is terminated or substituted, you must make good faith efforts to find another DBE to substitute for the original DBE. The substitute DBE must perform at least the same amount of work as the original DBE under the contract to the extent needed to meet the DBE goal.

The substitute DBE must be certified as a DBE at the time of request for substitution.

Unless the Agency authorizes (1) a request to use other forces or sources of materials or (2) a good faith effort for a substitution of a terminated DBE, the Agency does not pay for work listed on the Exhibit 15-G, "Local Agency Bidder DBE Commitment (Construction Contracts)" form unless it is performed or supplied by the listed DBE or an authorized substitute.

### Monthly Disadvantaged Business Enterprises (DBE) Payment

The prime contractor enters the contract number, reporting month and year, federal aid number, prime contractor name and address. For each DBE, identify the item(s) of work, performed, the DBE firm name, address, certification number, amount paid, payment date, percent of participation credited towards contract commitment (as detailed in section 2-112B of the Standard Specifications), and total percent of work completed to date. Use the comments to explain any differences in the original commitment and the payments to the DBE firms.

If a firm performing work as a DBE becomes identified during the project, enter payment information for the work performed while certified as a DBE. If a subcontractor performing work as a non-DBE on the project becomes certified as a DBE, enter the amount paid for work performed after certification as a DBE. Any changes to DBE certification must also be submitted on form CEM-2403F, "Disadvantaged Business Enterprise (DBE) certifications status change."

The contractor will sign, print name, and date the form indicating that the information provided is completed and correct.

## **Buy America Requirements**

Furnish steel and iron materials to be incorporated into the work with certificate of compliance. Steel and iron materials must be produced in the U.S. except:

- 1. Foreign pig iron and processed, pelletized, and reduced iron ore may be used in the domestic production of the steel and iron materials [60 Fed Reg 15478 (03/24/1995)];
- 2. If the total combined cost of the materials does not exceed the greater of 0.1 percent of the total bid or \$2,500, materials produced outside the U.S. may be used.

#### Production includes:

- 1. Processing steel and iron materials, including smelting or other processes that alter the physical form or shape (such as rolling, extruding, machining, bending, grinding, and drilling) or chemical composition;
- 2. Coating application, including epoxy coating, galvanizing, and painting, that protects or enhances the value of steel and iron materials.

## **Prompt Payment of Withheld Funds to Subcontractors**

The agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the agency of the contract work and pay retainage to the prime contractor based on these acceptances. The prime contractor or subcontractor shall return all monies withheld in retention from all subcontractors within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Any delay or postponement of payment may take place only for good cause and with the agency's prior written approval. Any violation of these provisions shall subject the violating prime contractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the contractor or subcontractor in the event of: a dispute involving late payment or nonpayment by the contractor; deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

## **Female and Minority Goals**

To comply with Section II, "Nondiscrimination," of the "Required Contract Provisions Federal-Aid Construction Contracts," the following are goals for female and minority utilization goals for Federal-Aid construction contracts and subcontracts that exceed \$10,000:

- 1. The nationwide goal for female utilization is 6.9 percent.
- 2. The goal for minority utilization [45 Fed Reg 65984 (10/3/1980)] in Stanislaus County is 12.3%.

For each July during which work is performed under the contract, the Contractor and each non material-supplier subcontractor with a subcontract of \$10,000 or more must complete form FHWA PR-1391 (Appendix C to 23 CFR 230). Submit the forms by August  $15^{th}$ .

## **Federal Trainee Program**

A Federal Trainee goal and special provisions do not apply since the engineer's estimate is under \$400,000 or the project has less than 100 working days.

For the Federal training program, the number of trainees or apprentices is n/a.

## **Title VI Assurances**

During the performance of this Agreement, the contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as CONTRACTOR) agrees as follows:

- Compliance with Regulations: CONTRACTOR shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.
- 2. <u>Nondiscrimination</u>: CONTRACTOR, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.
- 3. <u>Solicitations for Sub-agreements, Including Procurements of Materials and Equipment</u>: In all solicitations either by competitive bidding or negotiation made by CONTRACTOR for work to be performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONTRACTOR of the CONTRACTOR'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- 4. <u>Information and Reports</u>: CONTRACTOR shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the California Department of Transportation or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the California Department of Transportation or the FHWA as appropriate, and shall set forth what efforts CONTRACTOR has made to obtain the information.
- 5. <u>Sanctions for Noncompliance</u>: In the event of CONTRACTOR's noncompliance with the nondiscrimination provisions of this agreement, the California Department of Transportation shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
  - a. withholding of payments to CONTRACTOR under the Agreement within a reasonable period of time, not to exceed 90 days; and/or
  - b. cancellation, termination or suspension of the Agreement, in whole or in part.
- 6. <u>Incorporation of Provisions</u>: CONTRACTOR shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

CONTRACTOR shall take such action with respect to any sub-agreement or procurement as the California Department of Transportation or FHWA may direct as a means of enforcing such provisions including

sanctions for noncompliance, provided, however, that, in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONTRACTOR may request the California Department of Transportation enter into such litigation to protect the interests of the State, and, in addition, CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

Maintain records and submit reports documenting your performance under this section.

## **Required Federal Contract Provisions**

See the following pages for provisions.

FHWA-1273 -- Revised May 1, 2012

#### REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- General
- Nondiscrimination 11
- III
- Nonsegregated Facilities
  Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- Safety: Accident Prevention
- False Statements Concerning Highway Projects Implementation of Clean Air Act and Federal Water VIII.
- IX. Pollution Control Act
- Compliance with Governmentwide Suspension and Debarment Requirements
- Certification Regarding Use of Contract Funds for XI. Lobbying
- XII Cargo Preference Act 1954 (CPA)

#### **ATTACHMENTS**

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

#### I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services)

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid designbuild contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's

immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract

- A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.
- 4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

#### II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633,

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000. the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23

- U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:
- a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.
- b. The contractor will accept as its operating policy the following statement:
- "It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-iob training."
- EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.
- 3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:
- a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.
- b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.
- All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.
- d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
- e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

- 4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.
- a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.
- b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.
- c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.
- 5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:
- a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
- b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
- c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
- d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.
- 6. Training and Promotion:

- a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.
- b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).
- The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
- d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.
- 7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:
- a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.
- b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.
- c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.
- d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

- Reasonable Accommodation for Applicants /
  Employees with Disabilities: The contractor must be familiar
  with the requirements for and comply with the Americans with
  Disabilities Act and all rules and regulations established there
  under. Employers must provide reasonable accommodation in
  all employment activities unless to do so would cause an
  undue hardship.
- 9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.
- a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.
- b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

#### 10. Assurance Required by 49 CFR 26.13(b):

- The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.
- b. The contractor 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 contracting agency deems appropriate.
- 11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.
- a. The records kept by the contractor shall document the following:
- The number and work hours of minority and nonminority group members and women employed in each work classification on the project;
- (2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and
- (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;
- b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on <u>Form FHWA-1391</u>. The staffing data should represent the project work force on board in all or any part of

the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

#### III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

#### IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

#### 1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon

Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH–1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

- b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
  - (i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
  - (ii) The classification is utilized in the area by the construction industry; and
  - (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within

30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

- (4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

#### 2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

## 3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a

plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

- b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee ( e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency...
- (2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
  - (i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete:
  - (ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3:
  - (iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

- (3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.
- (4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.
- c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30. d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

- Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.
- **6. Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.
- 7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
- Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
- 9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.
- 10. Certification of eligibility.
- a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

# V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

- 1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- 2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.
- 3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section
- 4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

#### VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

- 1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).
- a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:
- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees:
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.
- b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.
- The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.
- 3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.
- 4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

 The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

#### VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

- 1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.
- 2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).
- 3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

# VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falisification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

## IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

- That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
   That the contractor agrees to include or cause to be
- That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

#### X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more — as defined in 2 CFR Parts 180 and 1200.

- 1. Instructions for Certification First Tier Participants:
- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

- c. The certification in this clause is a material representation of act upon which reliance was placed when the contracting agency determined to enter into this transaction, if it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.
- d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances
- e. The terms "covered transaction," "debarred,"
  "suspended," "ineligible," "participant," "person," "principal,"
  and "voluntarily excluded," as used in this clause, are defined
  in 2 CFR Parts 180 and 1200. "First Tier Covered
  Transactions" refers to any covered transaction between a
  grantee or subgrantee of Federal funds and a participant (such
  as the prime or general contract). "Lower Tier Covered
  Transactions" refers to any covered transaction under a First
  Tier Covered Transaction (such as subcontracts). "First Tier
  Participant" refers to the participant who has entered into a
  covered transaction with a grantee or subgrantee of Federal
  funds (such as the prime or general contractor). "Lower Tier
  Participant" refers any participant who has entered into a
  covered transaction with a First Tier Participant or other Lower
  Tier Participants (such as subcontractors and suppliers).
- f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<a href="https://www.epls.gov/">https://www.epls.gov/</a>), which is compiled by the General Services Administration.

- i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

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- 2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion First Tier Participants:
- a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:
- Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
- (2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and
- (4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
- 2. Instructions for Certification Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred,"
  "suspended," "ineligible," "participant," "person," "principal,"
  and "voluntarily excluded," as used in this clause, are defined
  in 2 CFR Parts 180 and 1200. You may contact the person to
  which this proposal is submitted for assistance in obtaining a
  copy of those regulations. "First Tier Covered Transactions"
  refers to any covered transaction between a grantee or
  subgrantee of Federal funds and a participant (such as the
  prime or general contract). "Lower Tier Covered Transactions"
  refers to any covered transaction under a First Tier Covered
  Transaction (such as subcontracts). "First Tier Participant"
  refers to the participant who has entered into a covered
  transaction with a grantee or subgrantee of Federal funds
  (such as the prime or general contractor). "Lower Tier
  Participant" refers any participant who has entered into a
  covered transaction with a First Tier Participant or other Lower
  Tier Participants (such as subcontractors and suppliers).
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<a href="https://www.epls.gov/">https://www.epls.gov/</a>), which is compiled by the General Services Administration.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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#### Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

- The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
- Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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# XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100.000 (49 CFR 20).

- 1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:
- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal Ioan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- 3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

#### XII. CARGO PREFERENCE ACT OF 1954(CPA)

The provisions of this section related to 46 CFR 381.7(a) (1, 2) & 381.7 (b) (1, 2, 3) applies to federally funded highway construction projects. This requirement applies to materials or equipment acquired for specific Federal—aid Highway projects. The clauses required by this part shall provide that at least 50 percent of the freight revenue and tonnage of cargo generated by the U.S. Government Grant, Guaranty, Loan or Advance of Funds be transported on privately owned United States-flag commercial vessels. The following are suggested acceptable clauses with respect to the use of United States-flag vessels to be incorporated in the Grant, Guaranty, Loan and/or Advance of Funds Agreements as well as contracts and subcontracts resulting therefrom:

- (a) Agreement Clauses. "Use of United States-flag
  - "(1) Pursuant to Pub. L. 664 (43 U.S.C. 1241(b)) at least 50 percent of any equipment, materials or commodities procured, contracted for or otherwise obtained with funds granted, guaranteed, loaned, or advanced by the U.S. Government under this agreement, and which may be transported by ocean vessel, shall be transported on privately owned United States-flag commercial vessels, if available.
  - "(2) Within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (a)(1) of this section shall be furnished to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590."
- - "(1) To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.
  - "(2) To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b) (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, Dc 20590.
  - "(3) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract."

#### ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

- During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:
- a. To the extent that qualified persons regularly residing in the area are not available.
- b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.
- c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.
- 2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.
- 3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.
- 4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.
- The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

 The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

## 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. <u>Comprehensive or Commercial General Liability Insurance</u> 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 DAYS AND LEGAL HOLIDAYS

County will provide inspectors during work days at no cost to the Contractor. Work days 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 shall be responsible for fulfilling, and documenting fulfillment, of all the requirement of the Local Assistance NEPA Environmental Commitment Record (ECR) for the project.

Prior to construction, the contractor shall submit a plan for fulfilling ECR requirements, including the status of applicable pre-construction requirements, to the County.

Following construction, the contractor shall submit the ECR form identifying all "Specific Actions Taken in comply with the task," together with any necessary explanation, for endorsement by the County.

The Contractor shall include the cost to comply with ECR as part of the bid items.

The Contractor shall be responsible for obtaining Encroachment Permit from City of Patterson and the fees for the permit will be waived.

The Contractor must submit a Staging Plan and a Traffic Control Plan for review and approval by the Engineer and Caltrans. 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. Contractor shall obtain a Caltrans Encroachment Permit for work within the Caltrans Right of Way.

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. Traffic can be limited to one traffic lane during working hours by "Flagging" or with the use of a Pilot car. 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 is to locate all survey monuments, utility and manhole covers and establish swing ties or temporary markers.

The Contractor shall remove existing asphalt in accordance with the plans and these Specifications.

The Contractor shall perform roadway excavation operations and provide a layer of geogrid and compacted aggregate road base in accordance with the plans and these Specifications.

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 first lift(s) of HMA-A pavement in accordance with the plans.

The contractor shall place the final lift(s) of HMA-A pavement in accordance with the plans.

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

## 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 will submit the Erosivity Waiver, including a check for payment of associated fees, to the State Water Resources Control Board once the contractor submits a water pollution control plan to the Engineer for approval, prior to beginning of construction activities at that time a WDID number will be issued.

The Contractor shall use the WPCP template to develop their WPCA. 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 Specifications, 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

## 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 price paid for **Mobilization**, and no additional compensation will be allowed.

## SP-07 TEMPORARY TRAFFIC CONTROL

No construction work is within the Caltrans Rights of Way however, the following conditions will need to be included in the issued Caltrans Encroachment Permit:

- a. Permitee / Contractor shall work with Permit Inspector to request the necessary portable changeable message sign to be placed in advance of both the northbound and southbound offramps to notify vehicles of road work on Sperry Road.
- b. Use proper Traffic control devices throughout the duration of the project as per Caltrans Standard Specifications.

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-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, 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.

The provisions in this section shall not relieve the Contractor from his responsibility to provide such additional devices or take such measures as may be necessary to comply with the provisions in Section 7-1.04, "Public Safety," of the Standard Specifications.

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

Traffic on Baldwin Road may be detoured during FDR and curing. Contractor must coordinate with the single home/farm on this road segment to provide access.

If needed and per the discretion of the Resident Engineer traffic can be allowed onto the treated base when base has become firm and unyielding. The contractor shall proof roll the base and allow vehicle traffic on it as verification that it is firm and unvielding.

In the event a temporary road, ramp or driveway closure is necessary, the Contractor shall give the property owners and business owners 48 hours advance notice prior to any closure.

Advance warning signs 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 Sperry Road and Emerald Avenue 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 encroachment permits 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 **Temporary Traffic Control**, and no additional compensation will be allowed.

## SP-08 TEMPORARY PAVEMENT DELINEATION (SEE ATTACHMENT A)

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 payement 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 **Temporary Traffic Control**, and no additional compensation will be allowed.

## SP-09 PORTABLE CHANGEABLE MESSAGE SIGN

The Contractor shall furnish, place, operate, and maintain five (5) Portable Changeable Message Signs as shown on the Traffic Control Plans or where designated by the Engineer in conformance with the provisions of Section 12, "Construction Area Traffic Control Devices," of the Standard Specifications for the duration of the project or as directed by the Engineer.

Full compensation for furnishing, placing and maintaining five (5) Portable Changeable Message Signs as specified in this special provision or as directed by the Engineer shall be considered as included in the contract price paid for the **Portable Changeable Message Sign**, and no additional compensation will be allowed.

## SP-10 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 yard. 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 3" Mill (AC & AB) IAc 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-11 SAWCUT EXISTING AC

It shall be the contractor's responsibility to saw a neat line along the edge of the portion of pavement or concrete to remain in place in accordance with the provisions of Section 15-2.02B "Remove Pavement" and 15-03.03 "Construction".

Full compensation for furnishing all labor, materials, tools, equipment and incidentals for doing all work involved in saw-cutting the existing asphalt shall be considered as included in the contract price paid for **Sawcut Existing AC**, and no additional compensation will be allowed.

## SP-12 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.

All improvements remaining either wholly or partially within the right of way that interfere with the work, including, but not limited to, retaining walls, footings, walks, curbs, paving, AC dike, and slabs above ground, trees, stumps, roots, tree trimming, orchard and landscaping irrigation pipes, valves and hose bibs shall be demolished and removed as part of the work included under clearing and grubbing.

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.

Removal of Traffic Stripes and Markings shall be done per Section 15-2 of the Standard Specifications

Contractor shall remove and dispose of existing guard rail as indicated on plans

The Contract lump sum price for Clearing and Grubbing, shall include full compensation for furnishing all labor, materials, tools, equipment, refuse disposal fees, and incidentals for doing all in accordance with the Standard Specifications and these Special Provisions shall be considered as included in the contract price paid for work involved with **Clearing and Grubbing** and no additional compensation will be allowed.

## **SP-13 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-14 EARTHWORK / ROADWAY EXCAVATION

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.

The price paid for **Roadway Excavation** shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals for doing all the work involved in excavating, 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 no separate payment will be made therefore.

The quantity of roadway excavation shall be considered a final pay quantity as per Section 9-1.02C, "Final Pay Item Quantities," of the Standard Specifications.

## SP-15 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**, and no additional compensation will be allowed.

## SP-16 HOT MIX ASPHALT

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

Hot Mix 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 HMA 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 this section "Hot Mix Asphalt," including driveways, dikes, surfacing miscellaneous areas, various HMA items and Tack Coat shall be considered as included in the contract unit price paid for **Fiber Reinforced Hot Mix Asphalt (Type A)**, and no additional compensation will be allowed.

## FIBER REINFORCEMENT FOR HMA

<u>Description.</u> Furnishing all materials, equipment, labor, and incidentals for mixing aramid fiber into HMA, when aramid fiber is required as a mixture ingredient.

## Definitions.

"HMA" is hot mix asphalt, without aramid fiber.

"Reinforced HMA" is hot mix asphalt including aramid fibers and other materials properly proportioned, uniformly mixed and coated with asphalt.

"Aramid fiber" is aramid fiber meeting the material properties of this specification.

"Delivery material" is the material combined with the aramid fiber to facilitate aramid fiber and HMA proportioning, uniform mixing with the HMA, and controlling of the aramid fibers.

"Manufacturer" is the company the produces the aramid fiber from raw materials.

"Supplier" is the company that offers an aramid product.

**Materials.** Meet the following aramid fiber properties.

Property	Measure	Standard
Material	Aramid	ASTM D276
Form	Monofilament fibers	Manufacturer Certification
Length	0.75 inches (+/- 10%)	Manufacturer Certification
Specific Gravity	1.44	ASTM D276
Minimum Tensile Strength	400,000 psi	ASTM D3379
Maximum Tensile Elongation	1.8 %	ASTM D3379
Degradation Temperature	800 degrees F	ASTM D276
Acid and Alkali Resistance	Inert	Manufacturer Certification

.

# **Pre-Approved Products**

Product Name: ACE Fiber Forta-Fi

Manufacturer: Surface Tech Forta Corporation
Contact: Joe Sturtevant, P.E. Joeseph Schmidlin, P.E.

(503)568-2377 (949)610-6098

joe@surface-tech.com joseph@alliancegeo.com

6317 NE 63<sup>rd</sup> Street 307 32<sup>nd</sup> Street

Vancouver, WA 98661 Newport Beach, CA 92663

# Submittals.

Submit the following.

- 1. Identify the mixing plant.
- 2. Provide a specification/data sheet from the aramid fiber manufacturer.
- 3. Provide the following from the aramid product supplier at least three weeks prior to HMA production:
  - a. The supplier's specified mix rate for the aramid product.
  - b. Certification that the amount of aramid fiber in the aramid product will be between 1.6 and 4.0 ounces of pure aramid fiber for each ton of hot mix asphalt.
  - c. Description for the method of introducing the aramid fiber into the plant and how the aramid fiber will be prevented from floating airborne. Aramid must not be allowed to blow away or be sucked into the plant baghouse.

**Job Mix Formula.** When aramid fiber is required as a mixture ingredient, modification to the job mix formula is not required.

# **Construction Requirements.**

Mix 2.1 ounces of pure aramid fiber with each ton of HMA. Never allow less than 1.6 ounces or more than 4.0 ounces of aramid fiber per ton of HMA. The prescribed weight does not include any fiber treatment materials.

Have a fiber supplier's representative at the asphalt mixing plant during the first day of production mixing. This requirement can be waived if fiber supplier approves HMA producer as a qualified mixer of their material.

Introduce the aramid product as follows:

#### 1. Batch Plant

When a batch type plant is used, add the aramid product dosage to the aggregate in the weigh hopper. This must be done with loose fibers and a fiber metering device. If necessary, increase the batch dry mixing time to ensure the aramid fibers are uniformly distributed prior to the injection of asphalt cement into the mixe

#### 2. Drum Plant

When a continuous or drier-drum type plant is used, add the aramid product to the RAP material to uniformly disperse with the aggregate and injected asphalt.

Use a separate aramid product metering device feed system to proportion by weight of total mix, the required percentage of fiber reinforcement into the mixture. Control the aramid product metering system with a proportioning device to meet the dosing requirements.

Mix the aramid fiber with the aggregate longer, if needed, to allow thorough distribution of aramid fibers at the end of the mixing process. Look for proper distribution of aramid fibers and make mixing adjustments if needed.

Store aramid product in a dry environment and do not allow them to be in contact with moisture.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals for all work associated with supplying and proportioning aramid fiber with HMA shall be considered as included in the contract unit price paid for **Fiber Reinforced Hot Mix Asphalt (Type A)**, and no additional compensation will be allowed.

# SP-17 INSTALL SURVEY MONUMENT WELL

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 "Install Survey Monument Wells," 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 unit price paid for **Install Survey Monument Well**, and no additional compensation will be allowed.

## SP-18 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.

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 "Install Survey Monument Wells," 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 unit price paid for **Install Survey Monument Well**, and no additional compensation will be allowed.

#### SP-18 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 unit price paid for the various items of work, and no additional compensation will be allowed.

Full compensation for furnishing and installing Blue Fire Hydrant Markers shall be considered as included in the contract unit price paid for the **Fire Hydrant Markers**, and no additional compensation will be allowed.

## SP-19 TYPE A77L1 METAL GUARD RAIL

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

Line posts and blocks shall be wood.

Full compensation for furnishing and installing Metal Guard Railing shall be considered as included in the contract unit price paid for **Type A77L1 Metal Guardrail** and no additional compensation will be allowed.

# SP-20 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.

For each batch of thermoplastic material for traffic stripes and pavement markings, the Contractor shall submit to the Engineer:

1. Certificate of Compliance under section 6-1.07, "Certificates of Compliance," of the Standard Specifications.

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 shall be applied at the minimum thickness and application rate as specified below. The minimum application rate is based on a solid stripe of 4 inches in width.

Minimum Stripe	Minimum Application
Thickness (inch)	Rate (lb/ft)
0.079	0.27

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.

Retroflective Marker (Blue Type X Marker) shall be placed along striping @ fire hydrants.

Retroflective Marker shall be the permanent type listed on the Pre-Qualified and Tested Signing and Delineation Materials.

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

Full compensation for furnishing and installing "Retroflective Marker (Blue)" shall be considered as included in the contract unit paid for Retroflective Marker (Blue Type X Marker) and no additional compensation will be allowed.

# ALL WEATHER REFLECTIVE ELEMENTS FOR THERMOPLASTIC PAVEMENT MARKINGS

#### 1.0 DESCRIPTION

- 1.1 This work shall consist of furnishing and installing bonded core reflective elements as a part of a multiple component, retroreflective traffic marking system in accordance with this provision and in reasonably close conformance to the dimensions and lines shown on the plans or established by the engineer.
- 1.2 This specification describes the bonded core reflective elements used to reflectorize thermoplastic pavement marking binder materials at a rate specified by the engineer.
- 1.3 The binder material shall be applied in a molten state, by methods as called out in the plans, and immediately followed by application of bonded core reflective elements and glass beads. The resulting traffic marking system shall produce a stripe of specified thickness, length, and width that is retroreflective in dry and wet conditions and capable of resisting deformation by traffic.

#### 2.0 MATERIALS

- 2.1 **Bonded Core Elements** (*surface-drop*) The bonded core reflective elements shall contain either clear or yellow tinted microcrystalline ceramic *beads bonded to the opacified core*. *These elements shall not be manufactured using lead, chromate or arsenic*. All "dryperforming" microcrystalline ceramic beads bonded to the core shall have a minimum index of refraction of 1.8 when tested using the liquid oil immersion method. All "wet performing" microcrystalline ceramic beads bonded to the core shall have a minimum index of refraction of 2.30 when tested using the liquid oil immersion method in **Section 6.1 Appendix A.**
- 2.1.1 **Element Gradations**. There are two gradations for the bonded core elements, standard size and "S" series. "S" series is a slightly finer gradation of elements compared to standard. See Table 1

Table 1 Element Gradations Mass Percent Passing (ASTM D1214)						
US Standard "S" Mesh Micron Elements Series						
			85-			
12	1700	80-100	100			
14	1410	45-80	70-96			
16	1180	5-40	50-90			
18	1000	0-20	5-60			
20	850	0-7	0-25			
30	600		0-7			

- 2.1.1 Acid Resistance- A sample of bonded core reflective elements supplied by the manufacturer shall show resistance to corrosion of their surface after exposure to a 1% solution (by weight) of sulfuric acid. The 1% acid solution shall be made by adding 5.7 cc of concentrated acid into 1000cc of distilled water. CAUTION: Always add the concentrated acid into the water, not the reverse.
- **2.2 Surface Treatment** The bonded core elements are surface treated to optimize embedment and adhesion to the thermoplastic binder.

#### 3 CHARACTERISTICS OF FINISHED TRAFFIC MARKING

**3.1 Retroreflectance** – Typical initial retroreflectance values \*are shown in Table 2. Typical retroreflectivity is averaged over many readings [mcd(ft-2)(fc-1)] metric equivalent [mcd(m-2)(lux-1)]

**Table 2** Typical Initial Retroreflectance Values

	White	Yellow
Dry (ASTM E1710)	700	500
Wet recovery (ASTM E2177)	280	250
Wet continuous (ASTM		
E2176)	90	75

**3.2** Typical **Minimum** initial retroreflectivity values\* are shown in Table 3. Typical **Minimum** retroreflectivity is averaged over many readings [mcd(ft-2)(fc-1)] metric equivalent [mcd(m-2)(lux-1)]

**Table 3** Typical **Minimum** Initial Retroreflectance Values

	White	Yellow
Dry (ASTM E1710)	500	375
,		0.0
Wet recovery (ASTM E2177)	225	200
Wet continuous (ASTM		
E2176)	75	60

- \* Note: Typical Retroreflectivity results represent average performance for smooth pavement surfaces. Values represent both standard and "S" series elements. Results may vary due to differences in pavement type and surface roughness. Increased element drop rate may be necessary to compensate for increased surface area characteristic of rough pavement surfaces
  - 3.2.1 Some reasonable variance should be expected (for example, application on very rough road surfaces or variations in glass bead source or type).
  - 3.2.2 The initial retroreflectance of a single installation shall be the average value determined by the measurement procedures outlined in ASTM E 1710, using a 30-meter (98.4 feet) retroreflectometer. RL shall be expressed in units of millicandelas per square foot per foot-candle [mcd(ft-2)(fc-1)] metric equivalent [mcd(m-2)(lux-1)].
  - 3.2.3 The sampling procedure is as follows:
- **Step 1:** A visual night inspection must be made with a manufacturer's representative and a customer representative present to identify areas of installation which appear to be below the typical minimum retained reflectance values in the Table 3. Areas which appear to be below the minimum retained reflectance value shall be identified as zones of measurement. To qualify for materials replacement, a zone must be at least 60 feet (108 meters) in road length and shall consist of either edge lines, center lines or lane lines
- Step 2: Within each zone, reflectance measurements must be taken at specified checkpoint areas

# a. Zones Measuring 360 Feet (108 m) to 1,080 Feet (324 m) in Length

No separate checkpoints are required. For continuous lines, reflectance measurements must be made at approximately 20 ft. (6 m) intervals throughout the zone. For skip lines, measurements must be taken at two random locations on each skip.

## b. Zones Measuring 1,080 Feet (324 m) to 6 Miles (9.6 km) in Road Length

A total of 18 measurements must be made at each of three checkpoints within the zone, including the start point, the mid -point and the end point. For continuous lines, reflectance measurements must be made at 20-foot (6 m) intervals throughout each checkpoint. For skip lines, two measurements must be taken at two random locations on each skip.

# c. Zone Greater than 6 Miles in Road Length

A total of 18 measurements must be made in each checkpoint within the zone, including the start point, the end point and at approximately 3-mile (4.8 kilometers) intervals throughout the zone. For measurement intervals on continuous lines, center lines or lane line skips, refer to Section b above.

- **Step 3:** All reflectance measurements made at the checkpoints shall be made on a clean, dry surface at a minimum temperature of 40° F (4° C). The test instrument shall use an Entrance Angle of 88.76° and an Observation Angle 1.05° which represent a simulated driver viewing geometry at a 30 meter distance.
- **Step 4:** All reflectance measurements within the zone must be averaged to determine if the minimum retained reflectance values have been met.
  - 3.2.4 Initial retroreflectivity of pavement marking shall be measured within 3 7 days after application. Measurements taken immediately after application may be different due to excess non-adhered beads and elements remaining on the line.
  - 3.2.5 Wet retroreflectance values measured under a "condition of continuous wetting" (simulated rain) shall be in accordance with ASTM E2176, and to reduce variability between measurements, the test method shall be performed in a controlled laboratory environment while the marking is positioned with a 3 to 5 degree lateral slope. Measurements shall be reported as the average value from a minimum of three locations as identified in Step 2 of Section 3.2.3. Samples of the completed finished product shall be applied to flat panels during application and brought back to the lab for testing.
  - 3.2.6 Wet Recovery Retroreflectance values shall be in accordance with ASTM E2177. Measurements shall be reported as the average value from a minimum of three locations as identified in Step 2 of Section 3.2.3.

# 4 APPLICATION REQUIREMENTS

# 4.1 Equipment

- 4.1.1 Mobile truck mounted applicators shall be capable of traveling at a uniform, predetermined speed over variable road grades to produce uniform application of striping material, following straight lines and making normal curves in a true arc. The equipment shall be capable of air-blasting the pavement, applying the stripe and immediately dropping the *bonded core elements and glass beads* in a single pass at speeds up to 8 mph.
- 4.1.2 Walk-behind cart applicators shall be capable of uniform application of striping material at walking speeds, following straight lines and making tight turns symbols and legends. Mobile equipment must be available to air blast the areas immediately prior to hand cart application. The walk-behind cart shall be capable of applying the molten binder and immediately dropping the *bonded core elements and glass beads in a single pass at walking speeds*.
- 4.1.3 The equipment shall be capable of application of bonded core elements and glass beads to the surface of the pavement marking by double drop application. The element dispenser for the first drop shall be attached to the striping machine in such a manner that the elements are dispensed closely behind the binder application device. The bead dispenser for the second drop shall be attached to the striping machine in such a

- manner that the beads are dispensed immediately after the first drop (bonded core elements).
- 4.1.4 The applicator for the *bonded core elements and glass beads* should be equipped with an automatic cut-off control that is synchronized with the cut-off of the binder material.
- 4.1.4.1 The applicator for the *bonded core elements and glass beads* shall be capable of delivering a uniform drop rate at required application speeds.
- 4.1.4.2 The bonded core elements and glass beads are applied such that they appear uniform on the entire traffic marking.

# **4.2 Application Conditions:**

- 4.2.1 **Binder Thickness** The binder shall be applied to the proper thickness per the project plans. Minimum thickness shall be as specified by the engineer or per manufacturer recommendation for the binder type being applied.
- 4.2.2 **Reflective media application** The specified reflective media shall be dropped immediately after binder application. Reflective Media consists of retroreflective elements followed by glass beads commonly called "double-drop" and shall be applied to achieve the application rates shown in Table 4, and Table 5

Table 4 All Weather Element Application Rates for Thermoplastic Binders

Units	Minimum for smooth pavement surfaces
Pounds per 4-	
inch linear foot	0.022 lbs
Pounds per mile,	
4-inch width	116.4 pounds
Grams per 4-inch	
linear foot	10 grams per 4-inch If

Table 5 Application Rates for Preferred Glass Bead Types

Units	Utah Performance Blend*	FP 03 #718.19 Type 3*
Pounds per 4" lineal foot	0.048	0.026
Grams per 4" lineal foot	22	12
Pounds /100 Sq ft	14.4	7.8

\*Common Bead types/gradations are shown in Table 6

Table 6 Common bead types with Liquid Pavement markings. Bead Gradations - Mass Percent Passing (ASTM D1214)

US Mesh	Micron	AASHTO M247 Type I	Missouri Specification Type P**	FP03 718.19 Type III	Utah Performance Specification
12	1700			100	
14	1410			95-100	
16	1180	100		80-95	
18	1000			10-40	65-80
20	850	95-100	90-97	0-5	
25	710			0-2	
30	600	75-95	60-87		0-30
40	425				
50	300	15-35	0-15		0-5
70	212		0-5		·
80	180				
100	150	0-5			

<sup>&#</sup>x27;\*\* A minimum of 15% of total weight shall be from direct melt glass. All +30 US Mesh beads shall be 85% minimum rounds and minimum crush strength of 30 lb. in accordance with ASTM D 1213.

- 4.2.3 **Adhesion** The contractor shall ensure that the marking is well adhered to the road surface, and that the glass beads and bonded core elements are well adhered to the binder.
- 4.2.4 **Retroreflectivity** The contractor shall ensure that the reflectorized pavement marking meets the performance criteria for typical initial minimum retroflectance values stated in Table 3 of preceding Section 3.2
- 4.2.5 The average initial retroreflectance shall be determined according to the measurement procedures outlined in ASTM E 1710, using a 30 meter retroreflectometer. The 30 meter retroreflectometer shall measure the coefficient of retroreflected luminance, RL, at observation angle of 1.05 degrees and an entrance angle of 88.76 degrees. RL shall be expressed in units of millicandelas per square foot per foot-candle. [(mcd(ft-2)(fc-1)]. The metric equivalent shall be expressed in units of millicandelas per square meter per lux [(mcd(m-2)(lux-1)]. The sampling procedure is outlined in section 3.1.4.
- 4.2.6 Initial performance of the pavement markings shall be measured within 3-7 days after application. Measurements taken immediately after application may be different due to excess non-adhered beads and elements remaining on the line.
- 4.2.7 Wet retroreflectance values measured under a "condition of continuous wetting" (simulated rain) shall be in accordance with ASTM E2176, and to reduce variability between measurements, the test method shall be performed in a controlled laboratory environment while the marking is positioned with a 3 to 5 degree lateral slope. Measurements shall be reported as an average of a minimum of three locations. A

sample of the complete finished product shall be applied to flat panels during application and brought back to the lab for testing.

# 5 INSPECTION AND TESTING

- **5.1** At any time throughout the duration of the project, the contractor shall provide free access to their application equipment for inspection by the engineer, their authorized representative, or a materials representative.
  - 5.1.1 **Reflective media** When required by the engineer, the contractor shall demonstrate to the engineer the proper calibration of reflective elements and glass beads compared with the manufacturer's requirement and may be conducted by one of the two methods.
  - 5.1.1.1 **Pressurized delivery systems** The calibration shall be conducted with a graduated cylinder, portable scale or other similar device. Reflective elements or glass beads shall be collected from the reflective element and glass bead guns for a timed period. The volume of the reflective elements and glass beads shall be measured and compared with the manufacturer's requirements.
  - 5.1.1.2 **Non-pressurized delivery systems** The calibration shall be conducted with catch pans of known geometry, sufficiently wide to capture the width of the drop. The pans are positioned in the marking application path on the road. Then, separately for each glass beads and bonded core elements, with the applicator off, the applicator is passed over the catch pan at the appropriate speed and drop rate. The catch is then weighed or converted to volume and the drop area is calculated from the length of the pan and the width of the drop. Drop rate = drop capture weight / [(drop width) X (drop length)]
  - 5.1.2 **Application Panel** The contractor shall provide when required by the engineer at least one representative sample coated onto an aluminum panel or equivalent. This panel will serve as a record of the project output and application conditions and settings.

# 6 Appendix

**6.1** Appendix A - Refractive index of beads by liquid immersion.

#### Equipment:

- Microscope (minimum 100X magnification)
- Light source-preferably sodium light or other monochromatic source, but not absolutely essential.
- Refractive index liquids. (Available from R.P. Cargill Laboratories, Inc, Cedar Grove, N.J.).
- Microscope slide and slide cover
- Mortar and pestle

# **Procedure:**

- Using the mortar and pestle, crush a few representative beads and place a few of these crushed particles on a microscope slide.
- Place a drop of a refractive index liquid, with an index as close to that of the crushed particles as can be estimated, on the particles.
- Cover the slide with a microscope slide cover and view the crushed particles by transmitted light normal to the slide surface (illuminated from the bottom).
- Adjust the microscope mirror to allow a minimum light intensity for viewing. This is particularly important if sodium light is not used.

- Bring a relatively flat and transparent particle into focus by slightly raising and lowering the objective (microscope tube), look for one or both of the following:
  - O **Becke Line** This light line will appear to move either into the particle or away from it. In general, if the objective is lowered, the line will move toward the material of lower index.
  - O Variation in Particle Brightness When raising the objective from a sharp focus, the particle will appear to get brighter or darker than the surrounding field. If it becomes brighter, the particles have a higher refractive index than the liquid. If it becomes darker, the glass has a lower refractive index than the liquid. In both cases, the opposite will be true if the objectives lowered.
- This test can be used to confirm that the beads are above or below a specified index. It can also be used to give an accurate determination of the index (+ or 0.001). This is done by using several refractive index liquids until a match or near match of indices occurs. The index of the glass will equal that of the liquid when no becke line and now variation in bed brightness is observed.
- **6.2 Acid Resistance-** A sample of bonded core reflective elements supplied by the manufacturer shall show resistance to corrosion of their surface after exposure to a 1% solution (by weight) of sulfuric acid. The 1% acid solution shall be made by adding 5.7 cc of concentrated acid into 1000cc of distilled water. CAUTION: Always add the concentrated acid into the water, not the reverse

Retroreflective pavement markers to be installed along with thermoplastic traffic striping shall conform to the provisions in Section 85-1.05, "Retroreflective Pavement Markers," of the Standard Specifications and these special provisions.

Full compensation for furnishing and installing retrorelective pavement markers shall be considered as included in the contract unit price paid for the various thermoplastic traffic striping requiring retroreflective pavement markers, and no additional compensation will be allowed.

Full compensation for furnishing and installing Thermoplastic Traffic Stripe shall be considered as included in the contract unit price paid for various 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-21 ENVIRONMENTAL MITIGATION**

Environmental reevaluation will be required if the scope of the project changes to include additional areas of activities, or if previously unknown cultural or 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. Stanislaus County will provide a temporary EPA ID number and sign the manifest prior to properly disposing of hazardous waste.

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-22 ADA IMPROVEMENTS AT CURB RAMP

The Contractor shall furnish and install detectable warning tiles (truncated domes-yellow) to Existing curb ramps per Caltrans Std. Plan A88A and manufacturer recommendations. The Contractor must submit type and size for review and approval by the Engineer prior to installation. The Contractor also must grind any existing lip at the gutter flow line to create a flush transition to curb ramp with smoothness similar to existing concrete.

Full compensation for furnishing all labor, materials, tool, equipment, and incidentals for doing all work involved with ADA improvements at curb ramps in accordance with the plans, specifications and these Special Provisions shall be considered as included in the contract price paid for the **ADA Improvements at Curb Ramp** and no additional compensation will be allowed.

# SP-23 AGGREGATE BASE (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	35 - 60	Percentage Crushed Particles	205	75% minimum
No. 30	12 - 35	Durability Index	229	20 minimum
No. 200	5 - 15			

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 Re	equirements	Quality Requirements		ts
Sieve Sizes	Percentage Passing	Specification	California Test	Requirement

1 ½"	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. Vegetation, deciduous materials and foreign materials shall be removed prior to placement of shoulder backing material. 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 surface. Watering shall conform to the provisions in Section 17, "Watering," of the Standard 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 drop-off 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 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-24 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 **Remove and Replace Curb and Gutter** and no additional compensation will be allowed.

# SP-25 TRIAXHAL GEOGRID (SEE ATTACHMENT B)

# **SP-26 ROCK INFILTRATION DRAIN**

The Contractor shall install "Rock Infiltration Drain" per these plans and specifications. The Contractor shall excavate and off haul existing soil and replace with  $1\frac{1}{2}$ " to  $2\frac{1}{2}$ " clean round rock. Rock shall be wheel rolled for compaction.

The Contract lump sum price for furnishing all labor, materials, tool, equipment, rock, refuse disposal fees and incidentals for doing all work involved with Rock Infiltration Drain in accordance with the plans, specifications and these Special Provisions shall be considered as included in the contract price paid for the **Rock Infiltration Drain** and no additional compensation will be allowed.

# SP-27 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-28 FULL DEPTH RECLAMATION - CEMENT STABILIZATION

# 1-1 DESCRIPTION

Work shall consist of pulverizing existing asphalt concrete, base, and subgrade soil to a total depth of 12 inches. Add cement and water to the blended material to a total depth of 12 inches in accordance with the specifications provided below. Compact, fine grade to the grades required, cure and micro-crack the completed cement treated surface, prior to placement of asphalt concrete.

This item shall consist of constructing a mixture of pulverized asphalt concrete, base material and/or subgrade soil, cement, and water in accordance with this specification, and in conformity with the lines, grades, thickness, and typical cross sections shown on the plans. Cement-treated subgrade shall be constructed in a series of parallel lanes such that longitudinal and transverse joints are minimized.

# 2-1 MATERIALS

#### 2-1.1 PORTLAND CEMENT

Portland cement shall be Type II/V conforming to the requirements of Section 201-1.2.1 "Portland Cement" of the Standard Specifications for Public Works Construction - "Greenbook" 2006 Edition.

There are no substitutions for Portland cement

#### 2-1.2 **WATER**

Water used for mixing or curing shall be reasonably clean and free of oil, salt, acid, alkali, sugar, vegetable, or other substances injurious to the finished product. Water shall conform to the provisions in Section 201-1.2.3, "Water," of the Standard Specifications. The contractor is responsible for locating and purchasing water utilized in the FDR process.

#### 2-1.3 PULVERIZED MATERIAL

Existing asphalt concrete surfacing shall be pulverized with underlying base materials and/or subgrade soil to the specified depths and widths in conformance to the Project Plans and Special Provisions.

The asphalt concrete surfacing and underlying base/soil materials shall be pulverized such that 95 percent of the material, exclusive of rock and aggregate, will pass a 2-inch sieve. The pulverized materials shall be free of roots, sod, weeds, wood, and construction debris.

# 2-1.4 SUBMITTALS

The Contractor performing the FDR cement shall conduct a Just-In-Time Training (JITT). The training shall be mandatory and consist of a formal joint training class on the process, required special equipment, placement and compaction methods, and quality control. Construction operations for FDR cement shall not begin until the Contractor's and the Engineer's personnel have completed the JITT. The JITT training class shall be conducted at a location convenient for both the Contractor and the Engineer. The JITT class shall be completed not more than 7 days prior to the start of the FDR process. The class shall be held during normal working hours. The Contractor shall provide a JITT instructor experienced in the construction methods, materials, and test methods associated with construction of FDR cement projects. A copy of the course syllabus, handouts, and presentation material shall be submitted to the Engineer at least 7 days before the day of the training. The Contractor and the Engineer shall mutually agree to the course instructor, course content, and training site.

During the process, the Contractor shall furnish the following information to the Engineer on a daily basis:

- 1) Certified weight tickets of cement delivered to the project location.
- 2) A summary of quantity of FDR cement constructed each day.

#### 3-1 CONSTRUCTION METHODS

#### 3-1.1 GENERAL

Prior to beginning any cement treatment, the existing subgrade shall be shaped to conform to the typical sections, lines, and grades as shown on the plans. The Engineer shall check and verify the conformance of the material to the lines, grade, and elevation as shown on the plans, prior to beginning cement treatment.

Trimming and disposal of excess material, if required, will be performed on the intimate mixture of pulverized asphalt concrete, base materials and subgrade soil prior to cement treatment. Excess pulverized material is the surplus that results after trimming and grading the pulverized section to the lines and grades shown on the plans. The subgrade should be trimmed sufficiently low to allow for the added cement volume, proper material compaction, and subsequent layers of leveling and surface course asphalt concrete overlays.

#### 3-1.2 APPLICATION

Cement shall be applied at a rate of not less than 5 percent based on the in-place dry unit weight of soil and for the depth of subgrade treatment shown on the plans. For estimating purposes, an in-place dry unit weight of soil of 123# pcf should be used as a basis for the application rate.

The cement content shall vary no more than 0.5 percent under and not more than 1.0 percent over the specified cement content (example: tolerance on spread rate of 5.0% is 4.5% to 6.0%). However, the moving average of the rate of cement content tests/inspections shall not be less than the specified cement content. The Engineer reserves the right to increase the rate of application of cement from the specified rate during the progress of construction as necessary to maintain the desired characteristic of the stabilized subgrade. Additional cement and work required above and beyond the specified amount will be paid on a unit price basis.

Cement shall be distributed with a non-pressurized mechanical vane-feed spreader equipped with on-board scales and controls capable of spreading the cement at a prescribed weight per unit area. Cement shall not be spread upon the prepared material more than 2 hours prior to the mixing operation. No traffic other than the mixing equipment shall be allowed to pass over the spread cement until the mixing operation is completed.

#### **3-1.3 MIXING**

Mixing of the soil, cement, and water shall be done with a four-wheel drive rotary mixer (CMI RS-650, CAT 500 or equivalent). The mixing machine shall have equipment provisions for introducing water at the time of mixing through a metering device.

The full depth of the treated subgrade shall be mixed a minimum of two times with the approved mixing machine. At least one of the two mixes shall be done while introducing water into the soil through the metering device on the mixer. Water shall be added to the subgrade during mixing to provide a moisture content not less than 1 percentage point below nor more than two percentage points above (-1 to +2 of OMC) the optimum moisture content of the soil-cement mixture which is 18.0% for Baldwin (ASTM D 1557) to ensure chemical action of the cement and soil.

ROAD	% PORTLAND CEMENT	OPTIMUM MOISTURE %	UNIT WEIGHT (lb/ft^3	FDR DEPTH
BALDWIN	5	18	104	15"

To ensure a uniformly treated section, any material/soil around manholes, utility risers, valves and adjacent to curbs/gutters or in corners, must have that material/soil pulled out by the contractor, at the depth of treatment, where it is accessible to be mixed with the reagent. After that material is mixed with the reagent, it will be placed back and compacted by the contractor.

#### 3-1.4 COMPACTION

The mixture shall be compacted in one layer. The Contractor shall regulate the sequencing of the cement treatment operations, such that the final compaction of the soil-cement mixture to the specified density will be completed within 2 1/2 hours after the initial application of water during the mixing operation.

Compaction shall be by means of steel drum, pad foot and/or segmented wheel rollers of sufficient capacity to compact the full depth. Areas inaccessible to rollers shall be compacted to the required density by other means satisfactory to the Engineer. The field dry density of the compacted mixture shall be at least 95% percent in the upper 12" and at least 90 percent for the balance of the depth of treatment of the maximum dry density as determined in accordance with ASTM D 1557. Relative compaction may be determined using dry or wet density test methods. Should the cement treated subgrade yield under the weight of the compaction equipment, compaction effort will cease in an effort not to compromise the section; in this case, the maximum achievable field density will be accepted or an alternate remedial plan will be proposed by the Engineer.

#### 3-1.5 FINISHING AND CURING

After the final layer of cement treated subgrade has been compacted, it shall be brought to the required lines and grades in accordance with the typical section, and shall be kept moist. The completed section shall then be finished by rolling with a steel drum or other suitable roller approved by the Engineer. However, trimming (cuts only) can be completed within 24 hours of mixing.

The completed cement treated subgrade shall be moist cured or surfaced with a curing seal consisting of SS or CSS grade asphalt emulsion at a rate of 0.12 to 0.20 gallons per square yard of surface until completion of micro-cracking. The cement treated subgrade shall be kept free from heavy traffic during the curing period or until the asphalt concrete surfacing is placed whichever is less, unless otherwise directed by the Engineer. After micro-cracking is complete, subsequent courses can be placed over the section.

#### 3-1.6 MICRO-CRACKING

After the initial 24 hours of the curing period, the finished course shall be tested to determine the stiffness of the layer. The stiffness measurement of the section shall be determined using an approved device, such as the Humboldt Stiffness Gauge (HSG), or equivalent. One test will be made along each 100 ft section of street. The test location shall be marked with paint for later retesting. If the initial HSG readings are in the range of 50 to 60 (MN/m), then micro-cracking of the section course shall begin. If the readings are below the stated range, the section course shall be allowed to cure for an additional 24 hours and stiffness readings obtained at the end of the 24 hour period and prior to the commencement of micro-cracking operations. Micro-cracking of the cement treated subgrade shall be completed within 48 to 72 hours of the final compaction.

Micro-cracking of the section shall be accomplished by a 12 ton steel-wheel vibratory roller, traveling at a speed of approximately 2 mph and vibrating at maximum amplitude (or as directed by the Project Engineer). The section shall have 100% coverage exclusive of the outside 1 foot so as to induce minute cracks in the section. The micro-cracking operations may be terminated when a minimum 40% reduction in the stiffness of the section is achieved as compared to the initial (pre-cracked) readings. After one pass of the vibratory roller, the stiffness of the section shall be determined. Based on the target total stiffness minimum reduction of 40%, it will be decided if additional passes are required. Additional passes of the steel roller may be required to achieve the desired crack pattern or section modulus as determined by the

Project Engineer. The section shall be tested for stiffness after each additional rolling. It is anticipated that the roller will have to make between 1 to 4 passes to achieve the required reduction in stiffness.

#### 3-1.7 CONSTRUCTION JOINTS

Construction joints shall have vertical faces and shall be made in thoroughly compacted material. Additional mixture shall not be placed against the construction joint until the joint has been approved by the Engineer. The face of the cut joint shall be lean and free of deleterious material and shall be kept moist until the placing of the adjacent soil-cement.

#### **3-1.8 REPAIR**

If the soil-cement is damaged, it shall be repaired by removing and replacing the entire depth of affected layers in the damaged area. Feathering will not be permitted for repair of low areas.

#### 4-1 MEASUREMENT AND PAYMENT

Full compensation for the pulverization and cement treatment of the existing pavement shall be paid for at the contract unit price per square yard to a minimum depth of 14 inches for **Full Depth Reclamation** - **Cement Stabilization**: and shall include costs for all pulverizing, and mixing of the existing pavement and underlying materials; for all water; for all spreading, compacting and trimming to the proper grade as shown on the plans and as specified; for all haul away of all excess pulverized material; for all microcracking, curing, protection and sealing of the cement treated subgrade; for all stiffness testing and no additional compensation will be allowed.

Full compensation for furnishing, transporting and spreading Portland Cement shall be considered as included in the contract unit price paid per ton for **Portland Cement** and no additional compensation will be allowed.

#### SP-29 TRAFFIC SIGNAL LOOP

Detectors

Loop wire shall be Type 1.

Detector loops shall be six feet by six feet in size unless otherwise noted on the Plans.

Unless shown otherwise, each loop shall consist of three turns of loop conductor.

Conductor of each loop shall be run continuous, without splice, to the termination pull box where splice to detector lead-in cable is made. Conductors from loop to termination pull box shall be twisted together three turns per foot, before inserting in the saw cut slot and conduit.

Each loop shall be installed with the conductor wound in a clockwise rotation. Each individual conductor shall be banded "Start" and "End" in the termination pull box.

Each pair of loop conductors shall be identified and banded together in pairs, by lane, in the termination pull box. A minimum of five feet of loop conductors shall be provided, after splicing, in a termination pull box.

All banding shall be of the permanent, waterproof type.

Upon completion of the loop, and prior to connecting the loop to the lead-in cable, each loop shall be megohm tested and tested for continuity in the presence of the Engineer. The insulation resistance of the loop conductors, lead-in cables, and splices shall not be less than 100 megohms. In addition, testing shall meet the requirements under subsection titled "Testing" of these Special Provisions .

Final loop connections shall be made such that each loop section is wound in the opposite rotation to an adjacent loop, whether such loop is in the same lane or in the adjacent lane.

The loops shall be joined in combination of series-parallel so that optimum sensitivity is obtained at the detector sensor unit, and shall be in accordance with the detector unit manufacturer's recommendation regarding series-parallel combinations.

Final splices between loops and lead-in cable shall not be made until the operation of the loops under actual traffic conditions is approved by the Engineer.

Loop detector lead-in cable shall be Type B. Splices to lead-in cable shall be soldered, insulated and installed in heat-shrink tubing, or approved equal.

Each loop detector lead-in cable shall be identified and banded in each pull box and in the controller cabinet.

The sealant for filling slots shall be an Elastomeric Sealant, and shall conform to Section 86-5.01A(5), "Installation Details," of the Standard Specifications and the material specifications for 3M detector sealant, black 5000.

Full compensation for furnishing all labor, materials, tool, equipment, and incidentals for doing all work involved with Traffic Signal Loop shall be considered as included in the contract price paid for the **Traffic Signal Loop** and no additional compensation will be allowed.

# **ATTACHMENT "A"**

# 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
- 5. 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 "B"**

#### PART 1 - GENERAL

#### 1.1 WORK INCLUDED

- A. TRIAX GEOGRID consists of furnishing transportation, labor, materials, and equipment to furnish and install geogrid reinforcement of crushed miscellaneous base and subgrade improvement in the construction of container yards. Design details for geogrid reinforcement, such as geogrid type, fill thickness, pavement and track cross-sections and associated details, shall be as shown on the Contract Drawings. Work consists of:
  - 1. Providing supplier representative for pre-construction conference with the Contractor and the Engineer.
  - 2. Furnishing geogrid as specified herein and shown on the Contract Drawings.
  - 3. Storing, cutting, and placing geogrid in accordance with these specifications and in reasonably close conformity with the lines, grades, and dimensions shown on the Contract Drawings.

# 1.2 RELATED WORK

- A. Earthwork Section 31.00.00
- B. Crushed Miscellaneous Base Section 32.11.23

### 1.3 PAYMENT

A. Payment for the geogrid will be made under the TriAx Geogrid bid item. Such payment will be considered full compensation for all labor, materials, equipment and other items necessary and incidental to completion of work.

#### 1.4 REFERENCES

- A. American Association of State Highway and Transportation Officials (AASHTO): AASHTO R50-09AASHTO 2009 Standard Practice for Geosynthetic Reinforcement of the Aggregate Base Course of Flexible Pavement Structures.
- B. American Society for Testing and Materials (ASTM International):ASTM D6637 Standard
  - Method for Determining Tensile Properties of Geogrid by the Single or Multi-Rib Tensile Method

- C. NCHRP Synthesis 325. 2004. Significant Findings from Full-Scale Accelerated Pavement Testing.
- D. NCHRP Report 512. 2003. Accelerated Pavement Testing: Data Guidelines.

#### 1.5 DEFINITIONS

- A. Geogrid: A polymeric grid formed by a regular network of integrally connected multidirectional tensile elements of appropriate orientation, size and shape with triangular apertures of appropriate size and shape to allow interlocking with surrounding soil, rock, or earth to function primarily as reinforcement.
- B. Mechanically Stabilized Layer (MSL): A composite layer of a defined thickness comprised of unbound aggregate or base course materials combined with one or more layers of a polymeric geogrid grid structure that has been formed by a regular network of integrally connected, multidirectional tensile elements of appropriate orientation, size and shape with triangular apertures of appropriate size and shape to allow interlocking with the unbound aggregate or base course materials. The combination of the two materials creates an improved or modified composite layer with significantly improved properties and performance capabilities.
- C. Paved Application: Placement of a geogrid beneath or within the aggregate base course of a flexible (asphalt) pavement system to improve the stiffness of the system. The goal of this application may be to reduce the amount of aggregate or asphalt material required (reducing initial cost), increase the life of the pavement (reduce life-cycle cost), or a combination of the two.

#### 1.6 SYSTEM DESCRIPTION

- A. The MSL within the pavement structures shall have the thickness shown on the contract Drawings.
- B. Performance Requirements: The MSL shall be incorporated into the pavement design with an enhanced stiffness due to the presence of one or more layers of geogrid. This stiffness Enhancement from the geogrid used in this MSL shall be calibrated and validated with the results of both Accelerated Pavement Testing (APT) at facility in the United States and in-ground performance testing in the State of California, as further defined below:
  - 1. Accelerated pavement testing (APT) conducted in the United States and in compliance with NCHRP Report 512 and Synthesis 325. Testing must be performed on paved structures. Geogrid reinforced sections with thinner asphalt sections must be compared to a control section with a thicker asphalt section. Test results are only valid if total ESALs trafficked on each section tested falls within the range of ESALs predicted in the design of those sections, with a minimum trafficking requirement of 75,000 ESALs.
  - 2. In-ground performance testing conducted in California and in compliance with AASHTO R50-09 for pavements. The MSL geogrid type must have a minimum of 3 performance tests completed on at least 3 different subgrade conditions with R-values representative of this project. Reinforced sections must be compared to corresponding control sections for each subgrade condition. This testing must be led by an Engineer registered in California.
- C. No proposed equal geogrid will be accepted based on material index properties or explanations of performance based on testing of geogrid index properties. Geotextile materials shall not be considered as an alternate to geogrid materials for subgrade improvement or base/subbase reinforcement applications.

- D. Any submittal for an alternate MSL must be submitted at least 2 weeks in advance of the bid date and must be accompanied with the following:
  - 1. A written statement from the alternative MSL design engineer of record that the proper calibration and validation testing has been performed for the geogrid reinforcement utilized in the MSL in accordance with these specifications
  - 2. A submittal package that includes performance studies referenced in item B above and documented evidence of calibration and validation testing.
  - 3. Any other information as requested by the Engineer.

# 1.7 SUBMITTALS

- A. Submit geogrid product sample approximately 4 inches by 7 inches or larger.
- B. Submit geogrid product data sheet and certification from the Manufacturer that the geogrid product supplied meets the requirements of Article 2.2A of this Section.
- C. Submit Manufacturer's installation instructions and general recommendations.

#### 1.8 OUALITY ASSURANCE

- A. Pre-Construction Conference: Prior to the installation of the geogrid, the Contractor shall arrange a meeting at the site with the geogrid material supplier and, where applicable, the geogrid installer. The Engineer shall be notified at least 3 days in advance of the time of the meeting. A representative of the geogrid supplier shall be available on an "as needed" basis during construction.
- B. Refer to Quality Assurance Program included as Appendix "H" of the Specification for material sampling, fabricating, testing, and inspecting requirements.

# 1.9 DELIVERY. STORAGE.AND HANDLING

- A. Storage and Protection
  - 1. Prevent excessive mud, wet concrete, epoxy, or other deleterious materials from coming in contact with and affixing to the geogrid materials.
  - 2. Store at temperatures above minus 20 degrees F (minus 29 degrees C).
  - 3. Rolled materials may be laid flat or stood on end.
  - 4. Geogrid materials should not be left directly exposed to sunlight for a period longer than the period recommended by the manufacturer.

# PART 2 – PRODUCTS

#### 2.1 MANUFACTURER

A. Tensar International Corporation, (800) 845-4453.

#### 2.2 MATERIALS

- A. Structural Soil Reinforcement Geogrid: The geogrid component of the MSL shall be TriAx TX7 or equal and shall be integrally formed and produced from a single punched sheet of polypropylene.
- B. The geogrid shall have the typical characteristics shown in the table below, and shall be certified in writing by the manufacturer to be TX7.

#### **MSL GEOGRID**

Index Properties		Longitudinal	Diagonal	Transverse	General
•	Rib pitch, mm (in)	40 (1.60)	40 (1.60)		
•	Mid-rib depth, mm		2.0 (0.08)	1.6 (0.06)	
•	Mid-rib width, mm		1.0 (0.04)	1.3 (0.05)	

Rib shape

Aperture shape

• Radial stiffness ratio1

rectangular rectangular > 0.60

#### PART 3 - EXECUTION

#### 3.1 EXAMINATION

A. The Contractor shall check the geogrid upon delivery to verify that the proper material has been received. The geogrid shall be inspected by the Contractor to be free of flaws or damage occurring during manufacturing, shipping, or handling.

#### 3.2 PREPARATION

A. Subgrade soil shall be prepared in conformance with EARTHWORK Section or as directed by Engineer.

# 3.3 INSTALLATION

- A. The geogrid shall be placed at the interface of the subgrade and base material as shown on the Drawings.
- B. The geogrid shall be installed in accordance with the installation guidelines provided by the manufacturer or as directed by the Engineer.
- C. The geogrid shall be oriented such that the roll length runs in the east west direction.
- D. The geogrid may be temporarily secured in place with ties, staples, pins, sand bags or backfill as required by fill properties, fill placement procedures or weather conditions or as directed by the Engineer.
- E. If 2 rolls of geogrid are to be placed side by side or end to end, overlap them as noted in Table 2 or as directed by the Engineer. Care should be taken to ensure that the geogrid sections do not separate at the overlaps during construction.

Table 2 Recommended Overlaps

Soil Type	California Bearing Ratio (CBR)	Grid Overlap	
Firm Ground	>2	1 foot	
Soft Ground	1-2	2 feet	
Very Soft Ground	<1	3 feet	

F. Placement of geogrid around corners shall require cutting of the geogrid product and diagonal overlapping of the same to ensure that excessive buckling of the geogrid material does not occur.

## 3.4 BASE COURSE PLACEMENT OVER GEOGRID

- A. Base coarse material shall be placed in lifts and compacted as directed under Crushed Miscellaneous Base Sections. Base coarse material shall be placed, spread and compacted in such a manner that minimizes the development of wrinkles in the geogrid and/or movement of the geogrid.
- B. A minimum loose fill thickness of 6 inches is required prior to operation of tracked Vehicles over the geogrid. Turning of tracked vehicles should be kept to a minimum to

- prevent tracks from displacing the fill and damaging the geogrid. When underlying substrate is trafficable with minimal rutting, rubber-tired equipment may pass over the geogrid reinforcement at slow speeds (less than 5 mph). Sudden braking and sharp turning movements shall be avoided.
- C. If ruts are created in the crushed miscellaneous base due to construction traffic in the location of the geogrid mat the ruts shall be filled with additional material rather than laded out.

#### 3.5 INSPECTION

- A. The geogrid is subject to random inspections as directed by the Engineer.
- B. Any damaged or defective geogrid (i.e. frayed coating, separated junctions, separated layers, tears, and the like) shall be repaired or replaced as specified in the "Repair" Article of this Section.

# 3.6 REPAIR

- A. Any roll of geogrid damaged before, during and after installation shall be replaced by the Contractor at no additional cost to the Department.
- B. Proper replacement shall consist of replacing the affected area adding 3 feet of geogrid beyond the limits of the affected area.

#### 3.7 PROTECTION

A. Follow the Manufacturer's recommendations regarding protection from exposure to sunlight.

END OF SECTION

# **ATTACHMENT "C"**

# STANISLAUS COUNTY CONSTRUCTION SURVEYS

<b>Section</b>			<b>Page</b>
1	General	L	1
2	Policy		1
	2.1	Responsibilities	2
	2.2	Surveys	2
	2.3	Resident Engineer (RE)	4
	2.4	Structure Representative	4
	2.5	Contractor	5
	2.6	Project Engineer	5
3	Request	for Construction Staking	6
4	Request	for Construction Staking Form SC-3013	7
	4.1	Contractor	7
	4.2	Resident Engineer	7
	4.3	Surveys	8
5	Restaki	ng	
6		Alternatives to Normal Staking	
<b>7.</b>		tted Machine Guidance (AMG)	
	7.1	Supplemental Project Control	10
	7.2	Suggested Best Practices for Surveys Include	11
8.	Office P	Preparation & Preconstruction Conference	11
	8.1	Office Preparation	
	8.2	Preconstruction Conference	12
9.	Stake T	olerances & Field Notes	13
	9.1	Tolerances	13
	9.2	Field Notes	13
10.	Stake T	ypes and Markings	13

11.	Typical Construction Stakes	14
	11.1 Clearing Stakes	14
	11.2 Rough Grade Stakes	
	11.3 Final Grade Stakes	
	11.4 Staged Construction	15
	11.5 Drainage Stakes	
	11.6 Curb Stakes	16
	11.7 Major Structure Stakes – Ground	17
	11.8 Major Structure Stakes – Superstructure	
	11.9 Miscellaneous	

# **DEFINITIONS AND TERMS**

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Contractor	Anu nargan ar	nargang tirm	nartnarchin	cornoration or a
Contractor	Ally Delson of	DOISONS, IIIII.	Daruicisiii).	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.

Department of Public Works,

Stanislaus County or authorized representative

Project Engineer An authorized representative of the Resident Engineer.

Resident Engineer (RE) Engineer responsible for the contract administration.

Structure Representative The Resident Engineer's representative responsible for the

satisfactory completion of structures on an improvement project.

Surveys The Resident Engineer's representative authorized to perform the

construction surveys as described in this manual.

# **GENERAL**

The Department is responsible for providing construction surveys to establish "control stakes", also known as "grade stakes" for basic line and grade for project construction unless the contract specifies otherwise. From these control stakes the Contractor sets, when needed, supplemental "working stakes." The control stakes are also used by the Resident Engineer (RE) or the Structure Representative to check the work for contract compliance.

These survey provisions provide policy, procedures and general information regarding Department-furnished construction stakes—the types of stakes furnished, and their density, placement, and markings. These procedures are subject to requirements in Contract specifications, Contract Change Orders (CCOs), or other provisions approved by the RE.

#### 1. POLICY

The Department's basic policy regarding Department-furnished construction stakes, as defined by this document is to provide the necessary control stakes to establish the lines and grades required for the completion of the work.

Working stakes used by the Contractor in actually performing the work are the Contractor's responsibility and are to be set by the Contractor's forces based on Department-furnished control stakes. Methods used to establish working stakes are at the Contractor's option. These methods may include any means capable of maintaining the necessary tolerances as required by this manual and/or by the RE. Except for any contractual restrictions, the Contractor has the right to employ reasonable means and methods to execute the work on a project, including the use of Automated Machine Guidance (AMG) equipment.

The density of control stakes, as defined by this manual, will not be increased. When conditions and tolerances for the type of work involved permit, fewer construction stakes will be set, as determined by the RE.

# Examples are:

- 1. Only one set of control stakes describing the final grade may be set to complete a roadway involving minor grading;
- 2. One set of stakes may be used for both final grade stakes and for curb stakes;
- 3. Existing pavement may be used to control contiguous widening work, instead of final grade stakes;
- 4. Control stakes may be set at larger intervals when Automated Machine Guidance (AMG) is used.

Nothing contained in this manual is to be construed to limit the surveyors' basic responsibilities related to land surveying work as contained in the Professional Land Surveyor's Act.

# 2.1 Responsibilities

The responsibilities described in this section pertain to construction surveys. To be fully successful, all parties must act in concert. Each must cooperate to ensure a good working relationship.

Business and Professions Code section 8726(e) provides that a land surveyor has legal authority to:

"By the use of the principles of land surveying determines the position for any monument or reference point which marks a property line, boundary, or corner, or sets, resets, or replaces any monument or reference point."

All reference points necessary to allow the setting of control stakes will be set by Surveys. All monuments that mark a property line, boundary line, or corner must be set, replaced, or referenced under the responsible charge of a licensed land surveyor per section 8771 (b) of the Land Surveyor's Act.

Construction stakes must be set under the responsible charge of a licensed land surveyor or civil engineer. Stakes set that are referenced to California Coordinate System (CSS) coordinates must be set under the responsible charge a person authorized to practice land surveying in the State of California.

# 2.2 Surveys

Construction staking is the responsibility of Surveys. The construction surveys will be performed in cooperation with the Resident Engineer and the Structure Representative.

# The following are the responsibilities of Surveys:

- 1. Reviews site conditions for survey party safety.
- 2. Ensures conformity with this Manual.
- 3. Provides horizontal and vertical project control monuments and a project control diagram.
- 4. Performs construction staking in numeric order as shown on the "Request for Construction Staking" form unless otherwise directed by the RE.
- 5. Performs construction staking prior to contract award, as determined necessary by the Project Engineer and/or Resident Engineer.
- 6. Begins staking within 2 working days of receipt of a completed Request for Construction Staking form from the Resident Engineer.
- 7. Not perform any construction staking without a request signed by the Resident Engineer.
- 8. Determine that the area is prepared for staking and notify the Resident Engineer if it is not
- 9. Set the construction stakes in the order and location requested, noting any changes on the field notes.
- 10. Complete form (SC-3013), indicating the date(s) that the staking started and was completed, and listing the total surveys crew hours needed to complete any stakes or reset stakes.
- 11. Sign, date and return completed form with a copy of the field notes for all worked performed to the RE within 2 working days of date staking was completed.
- 12. Surveyor shall not act upon any staking request that may involve restaking unless a reset is marked by the Contractor or approved by the RE.
- 13. Surveyor shall notify the RE immediately of any discrepancy with regards to whether a staking request involves restaking.
- 14. Attends the pre-construction meeting with the Resident Engineer, Contractor and Structure Representative to discuss project control, amount of construction stakes, and any AMG details before construction starts.
- 15. Performs all Department-furnished construction staking that requires the use of a survey party.

- 16. Determines the methods and procedures to accomplish the Department-furnished construction staking.
- 17. Checks data furnished by the Project Engineer for completeness and discrepancies.
- 18. Checks the conformity of planned lines and grades with existing conditions at pavement "conforms", curb and gutter joints, inlets and outlets of drainage facilities, etc.; advises the Resident Engineer of any problems; makes minor adjustments to lines and grades under the direction of the Resident Engineer.
- 19. Advises the Resident Engineer of any discovered design issues regarding lines and grades, and records the issues in daily survey party reports.
- 20. Keeps the Resident Engineer informed of pertinent construction staking issues; accepts construction staking requests only from the Resident Engineer; and keeps adequate records of Department-furnished construction staking efforts (work accomplished, dates, time and resources required, survey data and restaking).
- 21. Preserves, references, or replaces all survey monuments according to Section 8771 of the Business and Professions Code.
- 22. Verifies that all staking is clearly written and readily visible.
- 23. Communicates with the Structure Representative on the availability of safety-related protection equipment for work on superstructures.
- 24. When the Contractor is using AMG for construction, Surveys will:
  - a. Verify survey control and provide the RE with coordinates and elevation for the local control calibration points to ensure datum consistency.
  - b. Review the written calibration report provided by the Contractor using Global Navigation Satellite Systems (GNSS) technology. If the report is rejected, Surveys will confer with the RE and Contractor as soon as practical to resolve any problems.
  - c. Set additional control to assist the RE staff in checking and inspection of project.

# 2.2 Resident Engineer (RE)

The Resident Engineer (RE) is responsible for the satisfactory administration and completion of the project, including the coordination of construction surveys in cooperation with Surveys and the Structure Representative.

# The following are the responsibilities of the RE:

- 1. At the preconstruction meeting or other times, explains to the Contractor with the assistance of Surveys (i) the Department-furnished construction staking procedures as detailed in this manual; (ii) the procedures and contract requirements for requesting Department-furnished construction staking; (iii) the contract requirements regarding preservation of Department-furnished stakes, and (iv) staking furnished when AMG is used.
- 2. Coordinates priorities and schedules for all requests for Department-furnished construction stakes.
- 3. Verifies that the Contractor's request for Department-furnished construction stakes are acceptable.
- 4. Works with the Project Engineer and Surveys to deliver needed electronic design files to the Contractor for use with AMG.

- 5. Checks the final construction lines and grades against Department-furnished stakes to verify that the work was performed at the proper line and grade.
- 6. Determines when restaking costs are to be assessed to the Contractor and coordinates with Surveys.
- 7. Resolves design issues regarding lines and grades; and checks/approves line and grade adjustments made by Surveys.
- 8. Settles disputes regarding staking priorities and schedules.

# 2.4 Structure Representative

The Structure Representative is responsible for the satisfactory completion of structures on an improvement project. The Structure Representative will also ensure that Surveys is apprised of all Structures-specific project safety issues and that Surveys be apprised in a timely manner of situations that would affect construction survey operations for a structure.

# The following are the responsibility of the Structure Representative:

- 1. Confers with Surveys regarding the need for Surveys support for the structures on a project and coordinates the assignment of resources for the requested support from Surveys.
- 2. Coordinates with Surveys regarding any special job-specific safety training that may be required to perform a construction survey for a structure (i.e. fall protection, confined spaces, water safety, railroad safety training).
- 3. Establishes with Surveys a communications protocol to be used for the life of the project when requesting Surveys support.
- 4. Verifies that the Contractor's requests for Department-furnished construction stakes for structures are acceptable.
- 5. Interprets and translates all requests for construction stakes for a structure to stations and offsets that are referenced to a horizontal alignment shown on the contract plans.
- 6. Recommends to the RE when the Contractor is to be assessed re-staking costs associated with structures.
- 7. Establishes the priorities and schedules for requests for construction staking for structures with the RE and Surveys.

#### 2.5 Contractor

# The following are the responsibilities of the Contractor:

- 1. Discusses scheduling of staking needs for Contractor operations and time estimates of staking operations with the RE and Surveys at the pre-construction conference and throughout the project.
- 2. Makes only one (1) staking request per form and numbers the forms in numerical order, i.e. 1, 2, 3, etc. (Note: Construction staking will be performed in numeric order unless otherwise directed by the RE.)
- 3. Requests Department-furnished construction stakes a minimum of three (3) full working days in advance of starting an operation that will use the stakes. Include estimated time to perform staking operations in addition to three (3) full working days notice when determining the start of specific construction operations.

- 4. Submits a suitable Construction Survey Request (Form SC-3013) for Department-furnished construction stakes, ensuring that the requested staking area is ready for stakes and that the stakes will begin to be used within 5 days of staking.
- 5. Coordinates construction operations so that areas to receive stakes are relatively clear of construction equipment activity, in order that stakes can be set in a safe and expeditious manner.
- 6. Submits all requests for Department-furnished construction stakes to the RE for approval.
- 7. Preserves Department-furnished construction stakes, including those requested by the RE.
- 8. Sets working stakes (i.e., "Bluetops") as required to complete the work.
- 9. Reports suspect staking or design issues immediately to the RE.
- 10. If using AMG, develops the needed electronic files and provides copies to the RE. If any design issues are discovered while creating the files, the RE will be notified promptly so a resolution can be determined.
- 11. If using AMG, utilizes and constrains to the provided local survey control points.

# 2.6 Project Engineer

The project Engineer will provide all files requested by Surveys as needed. The following information is a partial list of the typical delivery in the Survey file:

- 1. Final contract plans and annotated roadway cross-sections.
- 2. Control diagram and coordinate list for the control used to design the project.
- 3. All roadway alignments including main lines, ramps, branch connections, frontage roads, and detours.
- 4. Roadway slope stake listings (one or two stations per page), for all roadway and detour alignments.
- 5. Drainage cross-sections, alignments with station/offset and coordinates for angle points, end points, curve data, and structure locations with station/offset and coordinates to the centerline point at the flow line.
- 6. All profiles including roadway, curb and gutter, ditch, and channel.
- 7. All lay-out lines including ditches, channels, retaining walls, sound walls and benches, with station/offset and coordinates for angle points, end points and curve data.
- 8. Taper, transition curve, super elevation diagrams, and flare locations, including sufficient data to precisely define beginning and ending locations and elevations, radius points, offsets, and parabolic curve base line distances.
- 9. Data for structures including abutment and wing wall lay-out lines, abutment fills, and pier alignments.

**Note:** All design data will be delivered to Surveys in both digital and hard copy Format.

# 2. REQUESTS FOR CONSTRUCTION STAKING

The Contractor is required to provide a written request for Department-furnished construction stakes to the Resident Engineer (RE). To facilitate the Contractor's written request and to ensure that all necessary information is included in the request, the RE will furnish the

Contractor with a supply of Form SC-3013, "Request for Construction Staking," for this use. Requests for stakes will only be accepted by Surveys from the RE.

Prior to contract award, requests for construction surveys originate from the Project Engineer or RE. After contract award, most requests will be initiated by the Contractor. Exceptions include control surveys, monument staking, surveys for design information, and surveys to determine pay quantities.

When the Contractor requires construction stakes, the Contractor will notify the RE of his requirements, in writing, on form SC-3013, three (3) full working days in advance of starting operations that require the stakes. Surveys begins staking within two (2) full working days of receipt of a completed Request for Construction Staking form from the RE. Some requests for stakes will require more time to complete, thus requiring the Contractor to allow for staking time in addition to the three (3) full working days in advance of operations that will use the stakes. The Contractor, RE, and Surveys will discuss staking time estimates.

If the area or facility is not prepared satisfactorily for the stakes, as determined by the RE, the staking request will be voided by the RE and the Contractor must submit a new Request for Construction Staking form when the area or facility has been properly prepared. If a survey party has been mobilized to an area that is not ready for stakes, the RE may charge the Contractor with restaking charges for the survey party's time.

After receiving form SC-3013 from the RE, Surveys schedules the work. To facilitate scheduling, requests will include calendar dates to indicate when the stakes are needed and all requests should be specific as to area and types of stakes to be set. If a request includes more stakes than the advance notice gives time to prepare for, it should be returned to the RE for a discussion on scheduling with the Contractor.

# 3. REQUEST FOR CONSTRUCTION STAKING FORM SC-3013

All staking requests must be submitted on Form SC-3013.

# 4.1 Contractor

The Contractor will fill out the following sections of the form:

- 1. Project information (if not pre-printed).
- 2. Type of Staking: slope stakes, curb stakes, drainage, etc.
- 3. Stakes are either Original or Reset.
- 4. Location: alignment, beginning and ending stations, drainage structures, etc.
- 5. Date: The Contractor will indicate the date that the site will be ready for stakes, and when the Contractor intends to begin work using the stakes.
- 6. In the Comments section, Contractor will indicate requested offsets for the reference points, and any other relevant instructions.
- 7. Contractor's signature and date of request.

# 4.2 Resident Engineer

The RE will review the form as follows:

- 1. Verify that the request date and date that the stakes will be used allow enough days for Surveys to complete the work.
- 2. Verify that stakes listed as "Original" are not "Reset".
- 3. Checks that the designated areas are ready for work.
- 4. In consultation with Surveys, determines that the staking request allows time for Surveys to complete the work in the time requested. If there is a scheduling issue, the RE will hold a meeting with the Contractor and Surveys to resolve the issue.
- 5. If the RE determines that the Request is not complete due to the failure to complete (1) through (3) above, the RE will return the request to the Contractor.
- 6. When the RE determines that the request is acceptable, the RE will sign and date the form and forward it to Surveys.
- 7. If the request is for restaking, the RE will review the time actually charged by Surveys, calculate the costs, determine if the restaking costs are to be charged to the Contractor, and sign the determination.

# 4.3 Surveys

# Surveys will review the form as follows:

- 1. Verify that the request date and date that the stakes will be used allow for the minimum two (2) full working days for Surveys to complete the work.
- 2. Verify that stakes listed as "Original" are not "Reset".
- 3. Checks that the designated areas are ready for work.
- 4. In consultation with RE, determines that the staking request allows time for Surveys to complete the work in the time requested. If there is a scheduling issue, the RE will hold a meeting with the Contractor and Surveys to resolve the issue.

# Surveys will fill out the following sections of the form:

- 1. Date: Surveys will indicate the date staking began and the date staking was completed.
- 2. Indicate whether or not the staking is a reset.
- 3. Indicate the name and equipment number of each person and equipment respectively that was onsite working. (Note: equipment refers to vehicles or construction equipment used, not survey instruments.)
- 4. Description of labor and equipment, i.e. Labor Classification for personal.
- 5. Hours spent onsite working for each person and equipment.
- 6. Was time spent on reset, yes or no.
- 7. Date personnel and equipment were onsite working.
- 8. Sign and date and return completed form with a copy of the field notes for all worked performed to the RE within 2 working days of date staking was completed.

#### 5. **RESTAKING**

The Contractor shall preserve stakes and marks placed by the Department. If the stakes or marks are destroyed, the Department replaces them at the Department's earliest convenience and deducts the cost from the Contractor.

Surveys will keep an accurate record of time required to complete restaking and report to the Resident Engineer and the Structure Representative any restaking that is done on form SC-3013. The RE is responsible for determining if charges for restaking will be made.

# FORM SC-3013 SAMPLE ONLY NOT FOR USE

STANISLAUS COUNTY DEPARTMENT OF PUBLIC WORKS

REQUEST FOR CONSTRUCTION STAKING

SC-3013 (ORIGINAL 8/15)			Staking Request Number:	est Number:				,
PROJECT:			0	CONTRACT NUMBER	JMBER:			
KIOD	CONTRACTOR					SURVEYS	XX	
STAKES ARE	N. C.	DATE			DATE		STAKES ARE RESET	
TYPE OF STAKING ORIG RESET LINE.STATION TO STA	LOCATION LINE.STATION TO STATION, LANE, SIDE, ETC.	AREA WILL BE READY FOR STAKES	STAKES WILL BE USED	BEGAN	COMPLETE	COMPLETED STAKING (SEE NOTE)	YES/NO (SEE NOTE)	
NOTES: 1) Surveyor shall not act upon any staking request that may involve restaking unless a SETET is marked by the Contractor or approved by the RE.  2) Surveyor shall notify the RE immediately of any discrepancy with regards to weather a staking request involves restaking.  3) Surveyor shall sign date and return completed from with a convolving found in the RE within 2 working days of staking completion.	est that may involve restaking unle any discrepancy with regards to we of form with a conv. of the field m	ess a SETET is marke reather a staking reque	d by the Contractst involves restarrant	tor or approaking.	ved by the	e RE.	completion	
JESTED		arrad wrom an rat sans	SURVEYS	YS	9			1
Date	NAMEOR	DES	DESCRIPTION		() ()	RESET	I.	I
RECEIVED BY (Resident Engineer) Date	EQUIPMENT NUMBER	EQUIPME	EQUIPMENT OR LABOR		NOURS SX	YES/NO	DAILE	- 1
A 20 CT								
SUBMITTED TO SURVEYOR BY (Resident Engineer)								
Date								- 1
COMMENTS:								J
	Signature (Surveyor's Rep)	(					Date	
								i

### 6. ALTERNATIVES TO NORMAL STAKING

As determined by the Resident Engineer in cooperation with Surveys, additional Department-furnished construction stakes will be provided for areas of staged construction, as necessary, to provide control for the lines and grades.

Department-furnished construction stakes will be provided for facilities not covered by this document to control lines and grades, as determined necessary by the RE and the Structure Representative in cooperation with Surveys.

In cooperation with the RE, the Structure Representative, and the Contractor, alternate Department-furnished construction stakes (stake density, placement, and markings) will be considered to facilitate the Contractor's construction methods.

For reconstruction and rehabilitation work, other Department-furnished construction stakes might be requested when the stakes described by this document are impractical, as determined by the RE in cooperation with Surveys. For example, reference marks with a stationing identification might be painted on existing pavement and a hardcopy listing provided to the Contractor of elevations, distances, or cuts/fills as appropriate.

# 7. AUTOMATED MACHINE GUIDANCE (AMG)

Automated Machine Guidance (AMG) technology uses positioning devices, alone or in combination, such as the Global Navigation Satellite System (GNSS), Total Stations, and/or rotating laser levels to determine the real time X, Y, and Z position of construction equipment and compare that position against a 3D Digital Design Model (DDM) stored in an onboard computer. A computer display shows the operator or grade checker several perspectives and delta values of their position compared to the design surface. This technology has the potential to increase the Contractor's efficiency, increase the Contractor's productivity, reduce the number of survey stakes required, and reduce construction working days.

# 7.1 Supplemental Project Control

AMG may require a higher density of control monuments than needed for conventional methods. Setting additional monuments for machine guidance is part of construction staking. The Contractor must utilize and constrain to the provided project survey control points for the Digital Terrain Model (DTM), DDM, and construction equipment locations to match.

GNSS satellite signals can be subject to interference from canyons, buildings, trees or even fencing. Additional monuments will be set when needed for adequate site coverage. Not all locations are suitable for AMG techniques, and it is the Contractor's responsibility to determine if the site conditions are practical for AMG.

Surveys involvement in projects using AMG technology can vary from project to project, but in general may include the following:

- 1. Report any issues to the Project Engineer and the RE.
- 2. Assist the Project Engineer with data format conversion as expertise permits.

- 3. Recover, verify, and evaluate project survey control used to develop the existing ground surface for consistency and create a site calibration prior to construction.
- 4. Perform terrain checks to identify any changes from earlier mapping.
- 5. Establish supplemental project control as needed for AMG operations.
- 6. Meet with the RE and the Contractor to discuss control, calibration, and staking.
- 7. Provide the Contractor with the latest control points. Provide the RE and Contractor with coordinates and elevation for the local survey control calibration points to ensure project consistency.
- 8. Review the Contractor's calibration report and compare with the Department's calibration.
- 9. Assist the RE with inspection of line and grade in areas without conventional staking. Surveys may assist the RE with project inspection using survey equipment, the project model, and survey control if so resourced and requested.
- 10. Surveys will set additional control to assist the RE staff in checking and inspection of project.
- 11. Deliver the files necessary to the RE in order for the RE to evaluate work completed by AMG methods.
- 12. Act as an advisor to the RE as requested on GNSS and AMG issues.

# **7.2** Suggested Best practices for Surveys include:

Set conventional slope stakes at all "conform" stations, beginning and end of curves, and begin and end of transitions to aid with inspections. Set stakes as requested by the RE for inspection purposes.

Set other construction stakes as necessary. The use of AMG will not eliminate the need for the staking of structures, drainage, utilities, etc.

# 8. OFFICE PREPARATION & PRECONSTRUCTION CONFERENCE

# 8.1 Office Preparation

Surveys is responsible for confirming that data obtained from the Project Engineer is both complete and suitable. Missing data, conflicts and uncertainties must be reported to the Project Engineer and/or the Resident Engineer as appropriate. Surveys should not revise design data without the approval of the Project Engineer and/or the RE.

Surveys should develop a strong partnership with the Project Engineer to ensure that all information needed by Surveys is provided in a ready-to-use format. Duplication of efforts by the Project Engineer and Surveys must be avoided.

Whenever practical, the Surveys office prepares the information for staking, called the staking package. The staking package should include all information required to efficiently stake the project. Generally, a construction survey effort should not begin without a completed staking package produced in an office environment where efficient, appropriate data processing capability is available. Use of survey party time to prepare the package should be minimized.

#### **8.2** Preconstruction Conference

Resident Engineer/Surveys: Surveys will have a preconstruction meeting with the RE. Any Party Chief(s) permanently assigned to a project should attend this meeting. This meeting will occur soon after the RE is assigned. The purpose of this meeting is to establish a working relationship between the RE and Surveys and to review the anticipated survey work, including tentative schedules and project-specific safety issues. Anticipated survey requests prior to contract award should also be discussed.

Resident Engineer/Contractor: Surveys will attend the pre-construction meeting between the RE and the Contractor. The RE will provide the Contractor with a copy of this Manual and explain that, along with the Standard Specifications, it represents the Department's procedures concerning Department-furnished construction stakes. Surveys should be ready to describe the types, density, placement and marking of stakes. The RE will explain the construction staking request process, including the Contractor's responsibilities of coordinating construction operations so that areas to receive stakes are relatively clear of construction equipment activity, in order that stakes can be set in a safe and expeditious manner. Calibration and control issues must be discussed on AMG projects. The need for preserving stakes and the restaking process should also be discussed.

Structure Representative/Surveys: Surveys will have a preconstruction meeting with the RE and the Structure Representative on projects that have structures. This meeting should occur soon after the Structure Representative is assigned. The purpose of this meeting is to establish a working relationship between the Structure Representative and Surveys and to review the anticipated survey work, including tentative schedules. Anticipated survey requests prior to contract award should also be discussed. This meeting may occur in conjunction with the Preconstruction Conference between the RE and Surveys.

# 9. STAKE TOLERANCES & FIELD NOTES

# 9.1 Tolerances

Tolerances stated for each type of control stake in this chapter indicates the acceptable deviation of the position of each reference point from its computed position relative to the given alignment and grade. When the stake is positioned within its tolerances, it is deemed "good." Staked positions are generally checked using electronic stakeout reports and, if within tolerances, the staked position is accepted. For precise measurements such as structures, reference points may also have an accuracy relative to each other.

#### Horizontal Control

The head of a nominal 1"x1" wooden ginnie is 0.06' square. A point set to a tolerance of 0.03' will fall on the head of the ginnie, and is considered within tolerance. The same is true for most metal spikes. If larger ground stakes are used, tacks or punch marks will be set to achieve the required tolerance for a given reference point. All rough grade stakes shall be set within 1.0' foot of calculated positions. All other stakes shall be set to the 0.03' tolerance as described above.

# Vertical Control

All rough grade elevations shall be marked to the nearest 0.10' (tenth) of a foot. All other grade stakes shall be set within 0.02' foot vertically of calculated position.

# 9.2 Field Notes

Construction survey field notes in the form of electronic stakeout reports, stakeout listings with actual staked positions noted, or other suitable forms, will be filed with the Resident Engineer upon completion of the survey. The RE will provide copies to the Contractor upon request.

# 10. STAKE TYPES AND MARKINGS

The stake marking shall be an agreed upon format from the RE, General Contractor and Surveys.

Distances and cuts/fills are measured from the reference point for the stake to the point (feature) being staked (referenced, located). For most staking, the reference point for measurements is the ground stake. The elevation markings are for the top of the reference point. Examples of ground stakes are (a) small wooden hub (ginnie) in front of the marker/reference stake, (b) a wooden hub and tack in front of the marker/reference stake, (c) a spike driven in front of the marker stake, (d) a concrete nail in AC pavement (e) a scribed "X" on PCC pavement, or (f) the marker stake itself, depending on the precision required and field conditions (typically for fencing and clearing limits).

48" lath with flagging are used only when extra visibility is needed, typically when stakes are in tall vegetation, or as guard stakes to protect survey control monuments and marker stakes.

# 11. TYPICAL CONSTRUCTON STAKES

This manual outlines the typical types, density, and placement of construction stakes. Alternate locations (positions) for the stakes may be used if required by the construction conditions, as determined by Surveys.

# 11.1 Clearing Stakes

Clearing Stakes are set to show the limits of clearing and grubbing. Clearing Stakes are only set when the limits are not defined by the contract. Clearing stakes are set for: Clearing-only contracts, contracts requiring clearing to be completed for new aerial photography/ remote sensing before grading, and where necessary as determined by the RE in cooperation with Surveys to protect and preserve desirable natural features.

Stake Set:

Lath at clearing limit, no reference point.

Spacing:

Space longitudinally as necessary to provide intervisibility, but not less than 100 feet.

Markings:

Mark "CLEAR LIMIT" on the lath facing the centerline.

Setting Tolerance:

Stakes should be set within 1.0 foot of planned clearing limit. Consider using a greater accuracy in park lands, areas where the entire right-of-way is to be cleared like orchards or urban areas, and where there is possibility of damage to highway facilities or utilities.

# Checking:

Check stakes visually and by reviewing the electronic stakeout reports and/or survey notes.

# 11.2 Rough Grade Stakes

Rough grade stakes are set to aid rough finishing of the grading plane. They are set when requested by the RE when cuts or fills are greater than 30 feet. Intermediate slope stakes will serve as rough grade stakes if within 30 feet (cut/ fill) of the grading plane. The RE should discuss the need for rough grade stakes with the Contractor using AMG prior to construction.

#### Stakes Set:

Reference point with a marker stake on only one line per roadbed, such as the centerline of construction.

# Spacing:

Space longitudinally every 50 to 100 feet, as determined by Surveys with the concurrence of the RE, depending on the construction conditions, alignment and grade.

# Markings:

Stakes should be marked "RGS" for rough grade stake and identify the line and station and off-set, if any, on which they are set, and give the cut/fill to finished grade for the point the stake references.

# Setting Tolerance:

Stakes should be set within 1.0 foot for stationing, 0.1 foot for horizontal offset, and 0.1 foot vertically of calculated position.

# Checking:

Check stakes visually and by reviewing the electronic stakeout reports and/or survey notes.

#### 11.3 Final Grade Stakes

Final grade stakes are set when the rough finishing of the grading plane is completed. Final grade stakes are set only once for each grading plane. This one set of final grade stakes controls all elements of the structural section (the grading plane, subbase, base, and pavement). In some cases, one set of stakes may be used for several purposes, such as slopes, final grades and curbs.

# 11.4 Staged Construction

The RE, in cooperation with Surveys determines stakes needed for staged construction. A common form of staged construction is widening of existing pavement. Generally, the longitudinal spacing for this type of staged construction is the same as conventional construction, but the types of stakes and markings used will depend on conditions found on specific projects.

# 11.5 Drainage Stakes

Stake Set:

Reference point and marker and line stakes for the following points in drainage facilities:

- Ends of facilities
- Grade breaks
- Alignment breaks
- Junctions
- Inlets and similar facilities
- Skewed cut-off lines, when necessary as determined by the RE in cooperation with Surveys.

Note: The plumbing of risers and other similar facilities is the Contractor's responsibility; no reference stakes are set for plumbing.

#### 11.6 Curb Stakes

On some cases, one set of stakes may be used for several purposes, such as slopes, final grades and curbs.

#### Stake Set:

Reference point and marker stake at a constant horizontal offset distance from the flow line.

# Spacing:

Space longitudinally every 50 feet and at beginning and end of curb and beginning and end of horizontal and vertical curves. When grade is less than 0.3 percent or radius of curvature is less than 1000 feet space every 25 feet. A lesser spacing may be used for flares, tapers or curb returns when necessary, as determined by the RE.

Curb returns are typically staked based on the length of curve at gutter line. Curb returns having a length of curve less than 10'are staked at only the BCR and ECR.

Curb returns having a 10' to 20' length of curve are typically staked at the BCR, ECR, and 1/2  $\Delta$ . Curb returns having a length of curve greater than 20' are typically staked at the BCR, ECR, and 1/4  $\Delta$  intervals.

Curb ramps are constructed by the Contractor from the dimensions in the Construction Details and Standard Plans. Additional stakes may be set if requested by the RE. When practicable, a radius point may be staked to facilitate construction for curb returns having a radius of 25' or less. No other line stakes are set.

### Markings:

Reference stakes show the horizontal offset distance, cuts/fills to the curb flow line, and for non-standard curbs, cuts/fills (from the flow line) to the top-front-edge of the lip.

# 11.7 Major Structure Stakes – Ground

The extent of construction stakes for major structures such as bridges varies, depending on the type and complexity of the structure and its construction. In most cases GPS equipment will not be used by Surveyor or the Contractor to set major structure stakes. Staking of footings (bents, abutments, wingwalls, etc.) is normally provided by Surveys. Surveys, in cooperation with the RE and the Structure Representative, will determine the actual staking provided.

No stakes are set by Surveys for the following:

- The locations of individual piles,
- Individual pile cutoff elevations
- Falsework

#### Stakes Set:

For footings (Bents, Abutments, and Wingwalls), two reference points, each with a marker stake that provides elevation, distance and line references for the controlling lines. A third reference stake, for "line only," is set when required by the construction conditions, as determined by the Surveys personnel in cooperation with the Structure Representative. Generally, for footings, bents, and abutments, a set of reference stakes is established on each side of the structure.

# Markings:

Reference stakes for major structures provide references for only the controlling lines for the structure and reference elevations.

The identification of the major structure component being staked (abutment, wingwall, pier, etc.)

Generally, for major structures, a set of stakes will consist of two reference stakes, each providing line, distance, and elevation. Where appropriate, a third "line only" stake also will be set.

# 11.8 Major Structure Stakes - Superstructure

The extent of control stakes for superstructures is a combination of stakes provided by Surveys and the Structure Representative. The types, density, and placement of control stakes are dependent on the complexity of the superstructure. Surveys, in cooperation with the RE and the Structure Representative, will determine the actual staking provided.

This section describes the typical superstructure staking provided by Surveys. The Structure Representative may provide additional Department-furnished control stakes for the superstructure.

#### Stakes Set:

Temporary bench marks on the tops of columns marked "TBM".

One set of control stakes at a constant offset to the alignment set on the soffit forms. The Structure Representative will determine the offset.

# Spacing:

Space longitudinally every 25 feet.

Markings:

Stakes should be marked "STR" for structure stake and identify the alignment station and offset.

# Setting Tolerances:

Stakes will be set to within 0.02 feet horizontally or 0.02 feet vertically.

Note: The control stakes on the soffit will not have vertical information.

# Checking:

Check stakes visually and by reviewing the electronic stakeout reports and/or survey notes.

# 11.9 Miscellaneous Stakes

# Contour Grading:

Construction stakes for contour grading vary with the design and terrain. Surveys, in cooperation with the RE, will determine what stakes are provided. Generally, stakes are set at a longitudinal spacing of 50 feet. A "grid" pattern of stakes might be used for areas of relatively shallow fills or cuts. Stakes should be marked in the same manner as rough grade stakes.

# **Utilities**:

Utility work generally is controlled by adjacent construction staking or adjacent facilities, and no stakes are set. If separate stakes are necessary, as determined by the RE in cooperation with Surveys, stakes will be provided in the same manner shown for similar roadway work.

Stakes set for water and sewer lines at a longitudinal spacing of 50 feet; a 25 foot spacing will be used when the grade is less than 0.3 percent or when the radius of curvature is less than 1000 feet.

# Sidewalks:

Stakes are set only as determined necessary by the RE for sidewalks that meander or change grade independently as compared to controlling elements such as adjacent curbs or nearby building foundations.

# Signs:

When necessary, as determined by the RE, stakes are provided to locate signs.

# Channels, Dikes, and Ditches:

Major channels and dikes are controlled by slope stake references. For ditches, reference stakes are provided for line and grade breaks, when necessary, as determined by the RE.

#### Subsurface Drains:

Stakes are set only as determined necessary by the RE. Set stakes for subsurface drains in the same manner as for drainage pipes. Stabilization trenches and permeable blankets are controlled by slope stakes or contour grading stakes.

#### Overside Drains:

For straight discharge overside drains, stakes (references) are provided only for longitudinal location. Alignment and grade breaks will only be staked at the direction of the RE.

# Markers:

Markers are located by stakes (or references), as determined necessary by the RE.

Railings and Barriers:

Where railings and barriers are controlled by adjacent construction staking or adjacent facilities, no stakes are provided, except stakes that establish the beginning and end of each railing or barrier. All staking is to the base of the barrier only.

Where construction staking is necessary, as determined by the RE, stakes (references) are generally provided for alignment and grade at a spacing of 50 feet along the facility. 25 foot spacing will be used: (a) when the radius of curvature is less than 1000 feet; (b) in areas of super elevation transition; and (c) within 100 feet of "conforms" or bridges. A lesser spacing will be used for flares, when necessary, as determined by Surveys.

# Hot Mix Asphalt Dikes:

Stakes are provided only at the beginning and end of HMA dikes.

# **ATTACHMENT D**

# **NEPA Environmental Commitment Record**

# Local Assistance NEPA Environmental Commitment Record

Project Name	Stanislaus County Resurfacing Phase J	Local Agency and Contact Name	Stanislaus County / Norma Will	liams
Federal Aid Number	STPL-5938(228)	Local Agency Phone and E-mail	(209)525-4174 / williamsn@sta	ancounty.com
Project Description	Stanislaus County proposes to reconstruct approximately 1.8 miles of County roac Kansas Avenue to Woodland Avenue, (2) Sperry Road from 50'+/- west of Caltran and (3) Baldwin Road from Zacharias Road to Patterson City Limits. The scope of dense graded hot mix asphalt overlay, pavement markings, striping, adjustment in installation of shoulder backing. During the application of hot mix asphalt overlay temporarily closed in the evenings. The purpose of the project is to maintain roadwideteriorated roadway.	s right-of way (Interstate-5) to 300° +/- east of Rogers Road, of work includes roadway surface preparation, application of pavement traffic signal loops, utilities, and monuments, and on Sperry Avenue, Interstate-5 off and on ramps will be	Approx. Start Date of Construction	Summer/2015

Task and Brief Description	Page of ED or CE	Responsible Party	Timing/ Phase	Specific Action(s) Taken to Comply with Task	Certif	I Agency ication of completion	Remarks
	OI CE				Initial	Date	
Biological Commitments							
If work will occur during the migratory bird breeding season (February 15-September 1), then a pre-construction survey for migratory birds and raptors shall be completed by a qualified biologist. If an active nest is observed, then an exclusionary buffer shall be established in coordination with California Department of Fish and Wildlife.	2	Stanislaus County and Contractor	Pre- Construction				
No night work shall occur at the Emerald Avenue and Baldwin Road locations.	2	Stanislaus County and Contractor	Construction				
At the Sperry Road location, no staging shall occur outside the staging areas identified on the project plans.	2	Stanislaus County and Contractor	Construction				
Best Management Practices shall be implemented to prevent debris from entering the California Aqueduct on Sperry Avenue.	2	Stanislaus County and Contractor	Construction				
Cultural Resource Commitments							
If cultural materials are discovered during construction, including human remains, do not disturb the resources and immediately stop all work within a 60-foot radius of the discovery and within any nearby area suspected to overlie the discovery. Immediately notify all appropriate parties including the Caltrans District 10 Local Assistance archaeologist, the Local Assistance Engineer (DLAE), and the County Coroner if	2	Stanislaus County and Contractor	Construction				

Task and Brief Description	Page of ED or CE	Responsible Party	Timing/ Phase	Specific Action(s) Taken to Comply with Task	Certif	I Agency ication of completion	Remarks
	or CE	-			Initial	Date	
human remains are found. Do not move cultural materials or take them from the job site. Do not resume work within the discovery area until authorized. Additional protocols for human remains are given in the State Health and Safety Code Section §7050.5 and §5097.98.							
Hazardous Waste Commitments							
Caltrans Standard Special Provision 14-11.07 Remove Yellow Traffic Stripe and Pavement Marking with Hazardous Waste Residue shall be implemented.	Haz Waste Memo Pg 1	Stanislaus County and Contractor	Construction				
Visual/Scenic Commitments							
NONE							
Water Quality Commitments							
NONE							
Air Quality Commitments							
NONE							
Noise Commitments							
NONE							
Traffic Commitments							
Implement traffic control measures in Traffic Handing and Detour Plan		Stanislaus County and Contractor	Before and During Construction				
Other Commitments							
If the scope of work changes at any phase of the project, environmental reevaluation will be needed. Contact Caltrans Local Assistance Engineer to begin reevaluation process.	2	Stanislaus County and Contractor	Before and During Construction				
Permits							

Task and Brief Description	Page of ED or CE	Responsible Party	Timing/ Phase	Specific Action(s) Taken to Comply with Task	Certif	I Agency fication of Completion	Remarks
	OI OL				Initial	Date	
Encroachment Permit from Caltrans for work at Sperry Rd location.	2	Stanislaus County and Contractor	Pre- Construction				

# **ATTACHMENT E**

# **Federal Minumum Wages**

General Decision Number: CA160029 01/08/2016 CA29

Superseded General Decision Number: CA20150029

State: California

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

Highway

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

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

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.15 for calendar year 2016 applies to all contracts subject to the Davis-Bacon Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.15 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number Publication Date 0 01/08/2016

ASBE0016-004 01/01/2015

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

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

Rates Fringes

Asbestos Removal
worker/hazardous material
handler (Includes
preparation, wetting,
stripping, removal,
scrapping, vacuuming, bagging
and disposing of all
insulation materials from
mechanical systems, whether
they contain asbestos or not)

Area 1		7.75 7.75
ASBE0016-008 01/01/2015		
AREA 1: ALAMEDA, CONTRA COSTA, FRANSICO, SAN MATEO, SANTA CLA		
AREA 2: CALAVERAS, COLUSA, FRE MERCED, SAN JOAQUIN, STANISLAU		ADERA, MARIPOSA,
	Rates	Fringes
Asbestos Workers/Insulator (Includes the application of all insulating materials, Protective Coverings, Coatings, and Finishes to all types of mechanical systems)		
Area 1		19.83 18.62
BOIL0549-001 01/01/2013		
AREA 1: ALAMEDA, CONTRA COSTA, CLARA COUNTIES	SAN FRANCISCO	), SAN MATEO & SANTA
AREA 2: REMAINING COUNTIES		
	Rates	Fringes
BOILERMAKER Area 1Area 2		33.43 31.32
BRCA0003-001 08/01/2013		
	Rates	Fringes
MARBLE FINISHER		14.01
BRCA0003-003 08/01/2013		
	Rates	Fringes
MARBLE MASON		22.48
BRCA0003-005 05/01/2015		
	Rates	Fringes
BRICKLAYER ( 1) Fresno, Kings, Madera, Mariposa, Merced.	\$ 36.18	20.14
( 7) San Francisco, San	\$ 39 99	24 75

(8) Alameda, Contra Costa, San Benito, Santa

Mateo.....\$ 39.99 24.75

Clara\$	41.80	20.65
( 9) Calaveras, San		
Joaquin, Stanislaus,		
Toulumne\$	37.31	19.73
 (16) Monterey, Santa Cruz\$	38.62	22.64

BRCA0003-008 07/01/2013

	Rates	Fringes
TERRAZZO FINISHER	\$ 33.15	13.93
TERRAZZO WORKER/SETTER	\$ 39.95	24.39

BRCA0003-011 04/01/2015

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

AREA 2: Calaveras, San Joaquin, Stanislaus, Tuolumne

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

	Rates	Fringes
TILE FINISHER		
Area 1	•	12.32
Area 2	\$ 23.31	12.90
Area 3	\$ 23.15	11.96
Tile Layer		
Area 1		13.55
Area 2	\$ 37.71	14.19
Area 3	\$ 33.13	13.59

CARP0022-001 07/01/2015

San Francisco County

	Rates	Fringes
Carpenters  Bridge Builder/Highway  Carpenter  Hardwood Floorlayer,  Shingler, Power Saw  Operator, Steel Scaffold &  Steel Shoring Erector, Saw	.\$ 42.40	25.98
Filer Journeyman Carpenter Millwright	.\$ 42.40	25.98 25.98 27.38

CARP0034-001 07/01/2014

	Rates	Fringes
Diver		
Assistant Tender, ROV		
Tender/Technician	\$ 39.60	30.73
Diver standby	\$ 44.56	30.73
Diver Tender	\$ 43.56	30.73

Diver wet\$	89.12	30.73
Manifold Operator (mixed		
gas)\$	48.56	30.73
Manifold Operator (Standby).\$	43.56	30.73

#### DEPTH PAY (Surface Diving):

050 to 100 ft \$2.00 per foot 101 to 150 ft \$3.00 per foot 151 to 220 ft \$4.00 per foot

#### SATURATION DIVING:

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

#### DIVING IN ENCLOSURES:

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

#### WORK IN COMBINATION OF CLASSIFICATIONS:

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

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CARP0034-003 07/01/2014

	Rates	Fringes
Piledriver	.\$ 40.60	30.73
GADDOO25 007 07/01/0015		

CARP0035-007 07/01/2015

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

AREA 2: Monterey, San Benito, Santa Cruz Counties

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

I	Rates	Fringes
Modular Furniture Installer Area 1		
Installer I\$	24.26	17.67
Installer II\$	20.83	18.67
Lead Installer\$	27.71	18.17
Master Installer\$	31.93	18.17
Area 2		
Installer I\$	21.61	17.67

Installer II\$	18.66	17.67
Lead Installer\$	24.58	18.17
Master Installer\$	28.21	19.35
Area 3		
Installer I\$	20.66	18.85
Installer II\$	17.89	18.85
Lead Installer\$	23.46	18.17
Master Installer\$	30.48	17.67

CARP0035-008 08/01/2014

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

AREA 2: Monterey, San Benito, Santa Cruz Counties

AREA 3: San Joaquin

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

	Rates	Fringes
Drywall Installers/Lathers:		
Area 1	\$ 40.35	27.97
Area 2	\$ 34.47	27.97
Area 3	\$ 34.97	27.97
Area 4	\$ 33.62	27.97
Drywall Stocker/Scrapper		
Area 1	\$ 20.18	16.30
Area 2	\$ 17.24	16.30
Area 3	\$ 17.49	16.30
Area 4	\$ 16.81	16.30

CARP0152-001 07/01/2014

Contra Costa County

	Rates	Fringes
Carpenters  Bridge Builder/Highway Carpenter Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold &	\$ 40.35	27.53
Steel Shoring Erector, Saw Filer	\$ 40.35	27.53 27.53 29.12

CARP0152-002 07/01/2014

San Joaquin County

Rates Fringes

Carpenters

Bridge Builder/Highway

Carpenter\$ 40.35 Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw	27.53
Filer\$ 34.62  Journeyman Carpenter\$ 34.47  Millwright\$ 34.97	27.53 27.53 29.12
CARP0152-004 07/01/2014	

Calaveras, Mariposa, Merced, Stanislaus and Tuolumne Counties

	Rates	Fringes
Carpenters Bridge Builder/Highway		
Carpenter	\$ 40.35	27.53
Shingler, Power Saw Operator, Steel Scaffold &		
Steel Shoring Erector, Saw		
Filer Journeyman Carpenter		27.53 27.53
Millwright	\$ 35.62 	29.12

CARP0217-001 07/01/2015

San Mateo County

]	Rates	Fringes
Carpenters		
Bridge Builder/Highway	40.40	0.500
Carpenter\$	42.40	25.98
Hardwood Floorlayer,		
Shingler, Power Saw		
Operator, Steel Scaffold &		
Steel Shoring Erector, Saw Filer\$	10 EE	25.98
		25.98
Journeyman Carpenter\$ Millwright\$		27.38

CARP0405-001 07/01/2015

Santa Clara County

Carpenters	
Bridge Builder/Highway Carpenter\$ 42.40 25.98 Hardwood Floorlayer,	
Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer\$ 42.55  Journeyman Carpenter\$ 42.40  Millwright\$ 42.50  25.98	

# CARP0405-002 07/01/2015

CARF0403-002 07/01/2013		
San Benito County		
	Rates	Fringes
Carpenters  Bridge Builder/Highway  Carpenter  Hardwood Floorlayer,  Shingler, Power Saw  Operator, Steel Scaffold &	.\$ 42.40	25.98
Steel Shoring Erector, Saw Filer	.\$ 26.52	25.98 25.98 27.38
CARP0505-001 07/01/2015		
Santa Cruz County		
	Rates	Fringes
Carpenters Bridge Builder/Highway		
Carpenter	.\$ 42.40	25.98
FilerJourneyman Carpenter	.\$ 36.52	25.98 25.98 27.38
CARP0605-001 07/01/2015		
Montoney County		

# Monterey County

Rates	Fringes
Carpenters Bridge Builder/Highway Carpenter\$ 42.40 Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw	25.98
Filer\$ 36.67  Journeyman Carpenter\$ 36.52  Millwright\$ 39.02	25.98 25.98 27.38

CARP0701-001 07/01/2015

# Fresno and Madera Counties

F	Rates	Fringes
Carpenters		
Bridge Builder/Highway		
Carpenter\$	42.40	25.98

Hardwood Floorlayer,
Shingler, Power Saw
Operator, Steel Scaffold &
Steel Shoring Erector, Saw
Filer.....\$35.32 25.98
Journeyman Carpenter....\$35.17 25.98
Millwright.....\$37.67 27.38

CARP0713-001 07/01/2015

#### Alameda County

	Rates	Fringes
Carpenters Bridge Builder/Highway Carpenter Hardwood Floorlayer,	\$ 42.40	25.98
Shingler, Power Saw Operator, Steel Scaffold Steel Shoring Erector, S	aw	
Filer	\$ 42.40	25.98 25.98 27.38

CARP1109-001 07/01/2014

#### Kings County

Rá	ates	Fringes
Carpenters  Bridge Builder/Highway  Carpenter\$  Hardwood Floorlayer,  Shingler, Power Saw  Operator, Steel Scaffold &  Steel Shoring Erector, Saw	40.35	27.53
Filer\$ 3  Journeyman Carpenter\$ 3  Millwright\$	33.12	27.53 27.53 29.12

<sup>\*</sup> ELEC0006-004 12/01/2015

#### SAN FRANCISCO COUNTY

R	lates	Fringes
Sound & Communications		
Installer\$	34.82	17.85
Technician\$	39.65	17.99

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

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

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

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ELEC0006-007 06/01/2015

SAN FRANCISCO COUNTY

	Rates	Fringes
ELECTRICIAN	.\$ 61.25	29.80
ELEC0100-002 06/01/2015		

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes	
ELECTRICIAN	\$ 34.50	20.09	
ELEC0100-005 06/01/2015			

FRESNO, KINGS, MADERA

	Rates	Fringes
Communications System		
Installer	\$ 29.10	16.18
Technician	\$ 32.13	16.26

#### SCOPE OF WORK

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

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

- B. FIRE ALARM SYSTEMS Installation, wire pulling and testing
  - C. TELEVISION AND VIDEO SYSTEMS Television monitoring and surveillance systems Video security systems, Video entertainment systems, Video educational systems, Microwave transmission systems, CATV and CCTV
  - D. SECURITY SYSTEMS Perimeter security systems Vibration sensor systems Card access systems Access control systems, Sonar/infrared monitoring equipment
  - E. COMMUNICATIONS SYSTEMS THAT TRANSMIT OR RECEIVE INFORMATION AND/OR CONTROL SYSTEMS THAT ARE INTRINSIC TO THE ABOVE LISTED SYSTEMS SCADA (Supervisory Control and Data Acquisition) PCM (Pulse Code Modulation) Inventory Control Systems, Digital Data Systems Broadband and Baseband and Carriers Point of Sale Systems, VSAT Data Systems Data Communication Systems RF and Remote Control Systems, Fiber Optic Data Systems

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

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

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ELEC0234-001 05/25/2015

MONTEREY, SAN BENITO AND SANTA CRUZ COUNTIES

-	Rates	Fringes
ELECTRICIAN		
Zone A\$	42.15	23.36
Zone B\$	46.37	23.50

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

Zone B: Any area outside of Zone A

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ELEC0234-003 12/01/2015

MONTEREY, SAN BENITO, AND SANTA CRUZ COUNTIES

Rates Fringes

Sound	&	Communications
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<pre>Installer\$</pre>	34.32	17.33
Technician\$	37.94	16.30

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

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

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ELEC0302-001 06/01/2015

CONTRA COSTA COUNTY

	Rates	Fringes
CABLE SPLICER\$ ELECTRICIAN\$		25.34 25.15

<sup>\*</sup> ELEC0302-003 12/01/2015

CONTRA COSTA COUNTY

1	Rates	Fringes
Sound & Communications		
Installer\$	34.32	17.03
Technician\$	39.08	17.17

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

excluding energy management systems.

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

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ELEC0332-001 06/01/2015

SANTA CLARA COUNTY

	Rates	Fringes
CABLE SPLICER	\$ 65.57	32.19
ELECTRICIAN	\$ 57.02	31.94

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

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ELEC0332-003 06/01/2015

SANTA CLARA COUNTY

	Rates	Fringes
Sound & Communications		
Installer	\$ 33.32	16.30
Technician	\$ 37.94	16.43

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

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

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ELEC0595-001 06/01/2015

ALAMEDA COUNTY

	Rates	Fringes	
CABLE SPLICER		33.55 33.36	
			_

ELEC0595-002 06/01/2015

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes	
CABLE SPLICER	\$ 39.09	25.68	
ELECTRICIAN (1) Tunnel work (2) All other work		25.48 25.35	
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ELEC0595-006 06/01/2015

ALAMEDA COUNTY

	Rates	Fringes
Sound & Communications		
Installer	\$ 33.32	16.29
Technician	\$ 37.94	16.44

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

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

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ELEC0595-008 12/01/2014

CALAVERAS AND SAN JOAQUIN COUNTIES

Rates Fringes

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Commu	nica	at i on c	ς, τ	79 t Am
COmmu			$\sim$	y D C CIII

Installer.....\$ 29.10 16.18 Technician.....\$ 33.13 16.30

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

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

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ELEC0617-001 06/01/2015

SAN MATEO COUNTY

	Rates	Fringes
ELECTRICIAN	\$ 53.90	30.50

ELEC0617-003 06/01/2015

SAN MATEO COUNTY

F	Rates	Fringes
Sound & Communications		
Installer\$	33.32	17.44
Technician\$	37.94	17.44

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

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

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ELEC0684-001 12/01/2015

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES

	Rates	Fringes
ELECTRICIAN\$	26.00	21.01

CABLE SPLICER = 110% of Journeyman Electrician
-----ELEC0684-004 12/01/2015

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES

F	Rates	Fringes
Communications System		
Installer\$	28.22	16.26
Technician\$	32.13	16.26

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

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

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ELEC1245-001 06/01/2015

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	Rates	Fringes
LINE	CONSTRUCTION	
	(1) Lineman; Cable splicer\$ 52.85	15.53
	(2) Equipment specialist	

tractors, commercial motor
vehicles, backhoes,
trenchers, cranes (50 tons
and below), overhead &
underground distribution
line equipment).....\$ 42.21 14.32
(3) Groundman.....\$ 32.28 14.03
(4) Powderman.....\$ 47.19

HOLIDAYS: New Year's Day, M.L. King Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and day after Thanksgiving, Christmas Day

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ELEV0008-001 01/01/2015

	1	Rates	Fringes
ELEVATOR	MECHANIC\$	60.39	28.38

#### FOOTNOTE:

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

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ENGI0003-008 07/01/2013

	Rates	Fringes
Dredging: (DREDGING: CLAMSHELL & DIPPER DREDGING; HYDRAULIC SUCTION DREDGING:) AREA 1:		
(1) Leverman	\$ 40.53	27.81
duty repairman	\$ 35.57	27.81
Operator; Deck Engineer; Deck mate; Dredge Tender; Winch		
Operator	\$ 34.45	27.81
Fireman; Leveehand; Oiler AREA 2:	\$ 31.15	27.81
<ul><li>(1) Leverman</li><li>(2) Dredge Dozer; Heavy</li></ul>	\$ 42.53	27.81
duty repairman	\$ 37.57	27.81
Engineer; Deck mate; Dredge Tender; Winch		
Operator(4) Bargeman; Deckhand;	\$ 36.45	27.81
Fireman; Leveehand; Oiler	\$ 33.15	27.81

AREA DESCRIPTIONS

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

#### AREA 2: MODOC COUNTY

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

#### ALPINE COUNTY:

Area 1: Northernmost part

Area 2: Remainder

#### CALAVERAS COUNTY:

Area 1: Remainder Area 2: Eastern part

#### COLUSA COUNTY:

Area 1: Eastern part

Area 2: Remainder

#### ELDORADO COUNTY:

Area 1: North Central part

Area 2: Remainder

#### FRESNO COUNTY:

Area 1: Remainder

Area 2: Eastern part

#### GLENN COUNTY:

Area 1: Eastern part

Area 2: Remainder

#### LASSEN COUNTY:

Area 1: Western part along the Southern portion of border

with Shasta County

Area 2: Remainder

# MADERA COUNTY:

Area 1: Except Eastern part

Area 2: Eastern part

#### MARIPOSA COUNTY

Area 1: Except Eastern part

Area 2: Eastern part

#### MONTERREY COUNTY

Area 1: Except Southwestern part

Area 2: Southwestern part

#### NEVADA COUNTY:

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

Sierra County

Area 2: Remainder

#### PLACER COUNTY:

Area 1: Al but the Central portion

Area 2: Remainder

## PLUMAS COUNTY:

Area 1: Western portion

Area 2: Remainder

# SHASTA COUNTY:

Area 1: All but the Northeastern corner

Area 2: Remainder

## SIERRA COUNTY:

Area 1: Western part Area 2: Remainder

# SISKIYOU COUNTY:

Area 1: Central part Area 2: Remainder

## SONOMA COUNTY:

Area 1: All but the Northwestern corner

Area 2: Remainder

# TEHAMA COUNTY:

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

Area 2: Remainder

#### TRINITY COUNTY:

Area 1: East Central part and the Northeastern border with

Shasta County
Area 2: Remainder

# TUOLUMNE COUNTY:

Area 1: Except Eastern part

Area 2: Eastern part

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ENGI0003-018 06/30/2014

"AREA 1" WAGE RATES ARE LISTED BELOW

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

SEE AREA DEFINITIONS BELOW

		Rates	Fringes
OPERATOR: (AREA 1:)	Power Equipment		
GROUP	1\$	39.85	27.44
GROUP	2\$	38.32	27.44
GROUP	3\$	36.84	27.44
GROUP	4\$	35.46	27.44
GROUP	5\$	34.19	27.44
GROUP	6\$	32.87	27.44
GROUP	7\$	31.73	27.44
GROUP	8\$	30.59	27.44
GROUP	8-A\$	28.38	27.44
OPERATOR:	Power Equipment		

(Cranes and Attachments -		
AREA 1:) GROUP 1		
Cranes\$	40.73	27.44
Oiler\$		27.44
Truck crane oiler\$		27.44
GROUP 2		
Cranes\$		27.44
Oiler\$		27.44
Truck crane oiler\$	37.04	27.44
GROUP 3	27 22	27.44
Cranes\$ Hydraulic\$		27.44
Oiler\$		27.44
Truck Crane Oiler\$		27.44
GROUP 4		
Cranes\$	34.19	27.44
OPERATOR: Power Equipment		
(Piledriving - AREA 1:)		
GROUP 1		
Lifting devices\$		27.44
Oiler\$		27.44
Truck crane oiler\$ GROUP 2	34.09	27.44
Lifting devices\$	30 25	27.44
Oiler\$		27.44
Truck Crane Oiler\$		27.44
GROUP 3		
Lifting devices\$	37.57	27.44
Oiler\$		27.44
Truck Crane Oiler\$	33.55	27.44
GROUP 4		
Lifting devices\$	35.80	27.44
GROUP 5 Lifting devices\$	24 50	27.44
GROUP 6	34.30	27.44
Lifting devices\$	33 16	27.44
OPERATOR: Power Equipment	33.10	2,.11
(Steel Erection - AREA 1:)		
GROUP 1		
Cranes\$	41.70	27.44
Oiler\$		27.44
Truck Crane Oiler\$	34.38	27.44
GROUP 2	20.02	05 44
Cranes\$		27.44
Oiler\$ Truck Crane Oiler\$		27.44 27.44
GROUP 3	34.10	27.44
Cranes\$	38.45	27.44
Hydraulic\$		27.44
Oiler\$		27.44
Truck Crane Oiler\$	33.89	27.44
GROUP 4		
Cranes\$	36.43	27.44
GROUP 5		
Cranes\$	35.13	27.44
OPERATOR: Power Equipment		
(Tunnel and Underground Work - AREA 1:)		
SHAFTS, STOPES, RAISES:		
J 510110, 1411010.		

GROUP	1\$	35.95	27.44
GROUP	1-A\$	38.32	27.44
GROUP	2\$	34.59	27.44
GROUP	3\$	33.36	27.44
GROUP	4\$	32.22	27.44
GROUP	5\$	31.08	27.44
UNDERG	ROUND:		
	1\$		27.44
	1-A\$		27.44
GROUP	2\$	34.59	27.44
GROUP	3\$	33.26	27.44
GROUP	4\$	32.12	27.44
GROUP	5\$	30.98	27.44

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

# POWER EQUIPMENT OPERATOR CLASSIFICATIONS

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

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

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

GROUP 4: Asphalt plant engineer/box person; Chicago boom; Combination backhoe and loader up to and including 3/4 cu. yd.; Concrete batch plant (wet or dry); Dozer and/or push cat; Pull- type elevating loader; Gradesetter, grade checker (GPS, mechanical or otherwise); Grooving and grinding machine; Heading shield operator; Heavy-duty drilling equipment, Hughes, LDH, Watson 3000 or similar; Heavy-duty repairperson and/or welder; Lime spreader; Loader under 4 cu. yds.; Lubrication and service engineer (mobile and grease rack); Mechanical finishers or spreader machine (asphalt, Barber-Greene and similar); Miller Formless M-9000 slope paver or similar; Portable crushing and screening plants; Power blade support; Roller operator, asphalt; Rubber-tired scraper, self-loading (paddle-wheels, etc.); Rubber- tired earthmoving equipment (scrapers); Slip form paver (concrete); Small tractor with drag; Soil stabilizer (P & H or equal); Spider plow and spider puller;

Tubex pile rig; Unlicensed constuction work boat operator, on site; Timber skidder; Track loader up to 4 yds.; Tractor-drawn scraper; Tractor, compressor drill combination; Welder; Woods-Mixer (and other similar Pugmill equipment)

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

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

GROUP 7: Ballast regulator; Boom truck or dual-purpose A-frame truck, non-rotating - under 15 tons; Cary lift or similar; Combination slurry mixer and/or cleaner; Drilling equipment, 20 ft. and under m.r.c.; Firetender (hot plant); Grouting machine operator; Highline cableway signalperson; Stationary belt loader (Kolman or similar); Lift slab machine (Vagtborg and similar types); Maginnes internal full slab vibrator; Material hoist (1 drum); Mechanical trench shield; Pavement breaker with or without compressor combination); Pipe cleaning machine (tractor propelled and supported); Post driver; Roller (except asphalt); Chip Seal; Self-propelled automatically applied concrete curing mahcine (on streets, highways, airports and canals); Self-propelled compactor (without dozer); Signalperson; Slip-form pumps (lifting device for concrete forms); Tie spacer; Tower mobile; Trenching machine, maximum digging capacity up to and including 5 ft. depth; Truck- type loader GROUP 8: Bit sharpener; Boiler tender; Box operator; Brakeperson; Combination mixer and compressor (shotcrete/gunite); Compressor operator; Deckhand; Fire tender; Forklift (under 20 ft.); Generator; Gunite/shotcrete equipment operator; Hydraulic monitor; Ken seal machine (or similar); Mixermobile; Oiler; Pump operator; Refrigeration plant; Reservoir-debris tug (self-propelled floating); Ross Carrier (construction site); Rotomist operator; Self-propelled tape machine; Shuttlecar; Self-propelled power sweeper operator (includes vacuum sweeper); Slusher operator; Surface heater; Switchperson; Tar pot firetender; Tugger hoist, single drum; Vacuum cooling plant; Welding machine (powered other than by electricity)

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

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## ALL CRANES AND ATTACHMENTS

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

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

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

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

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## PILEDRIVERS

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

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

- GROUP 3: Derrick barge pedestal mounted under 45 tons; Self-propelled boom-type lifting device 45 tons and under; Skid/scow piledriver, any tonnage; Truck crane or crawler, land or barge mounted 45 tons and under
- GROUP 4: Assistant operator in lieu of assistant to engineer; Forklift, 10 tons and over; Heavy-duty repairperson/welder

GROUP 5: Deck engineer

GROUP 6: Deckhand; Fire tender

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#### STEEL ERECTORS

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

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

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

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

GROUP 5: Boom cat

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TUNNEL AND UNDERGROUND WORK

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

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

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

GROUP 3: Drill doctor; Mine or shaft hoist

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

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

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# AREA DESCRIPTIONS:

POWER EQUIPMENT OPERATORS, CRANES AND ATTACHMENTS, TUNNEL AND

UNDERGROUND [These areas do not apply to Piledrivers and Steel Erectors]

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

## AREA 2 - MODOC COUNTY

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

## ALPINE COUNTY:

Area 1: Northernmost part

Area 2: Remainder

## CALAVERAS COUNTY:

Area 1: Except Eastern part

Area 2: Eastern part

# COLUSA COUNTY:

Area 1: Eastern part Area 2: Remainder

# DEL NORTE COUNTY:

Area 1: Extreme Southwestern corner

Area 2: Remainder

#### ELDORADO COUNTY:

Area 1: North Central part

Area 2: Remainder

## FRESNO COUNTY

Area 1: Except Eastern part

Area 2: Eastern part

# GLENN COUNTY:

Area 1: Eastern part Area 2: Remainder

# HUMBOLDT COUNTY:

Area 1: Except Eastern and Southwestern parts

Area 2: Remainder

## LAKE COUNTY:

Area 1: Southern part Area 2: Remainder

# LASSEN COUNTY:

Area 1: Western part along the Southern portion of border

with Shasta County

Area 2: Remainder

# MADERA COUNTY

Area 1: Remainder
Area 2: Eastern part

# MARIPOSA COUNTY

Area 1: Remainder

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Area 2: Eastern part
MENDOCINO COUNTY:
Area 1: Central and Southeastern parts
Area 2: Remainder
MONTEREY COUNTY
Area 1: Remainder
Area 2: Southwestern part
NEVADA COUNTY:
 Area 1: All but the Northern portion along the border of
  Sierra County
Area 2: Remainder
PLACER COUNTY:
Area 1: All but the Central portion
Area 2: Remainder
PLUMAS COUNTY:
Area 1: Western portion
Area 2: Remainder
SHASTA COUNTY:
Area 1: All but the Northeastern corner
Area 2: Remainder
SIERRA COUNTY:
Area 1: Western part
Area 2: Remainder
SISKIYOU COUNTY:
Area 1: Central part
Area 2: Remainder
SONOMA COUNTY:
Area 1: All but the Northwestern corner
Area 2: Reaminder
TEHAMA COUNTY:
 Area 1: All but the Western border with mendocino & Trinity
  Counties
Area 2: Remainder
TRINITY COUNTY:
 Area 1: East Central part and the Northeaster border with
  Shasta County
Area 2: Remainder
TULARE COUNTY;
Area 1: Remainder
Area 2: Eastern part
TUOLUMNE COUNTY:
Area 1: Remainder
Area 2: Eastern Part
ENGI0003-019 07/01/2013
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#### SEE AREA DESCRIPTIONS BELOW

	I	Rates	Fringes
OPERATOR:	Power Equipment		
(LANDSCAPE	WORK ONLY)		
GROUP	1		
AREA	1\$	29.64	25.71
AREA	2\$	31.64	25.71
GROUP	2		
AREA	1\$	26.04	25.71
AREA	2\$	28.04	25.71
GROUP	3		
AREA	1\$	21.43	25.71
AREA	2\$	23.43	25.71

#### GROUP DESCRIPTIONS:

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

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

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

## AREA DESCRIPTIONS:

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

## AREA 2 - MODOC COUNTY

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

#### ALPINE COUNTY:

Area 1: Northernmost part

Area 2: Remainder

# CALAVERAS COUNTY:

Area 1: Except Eastern part

Area 2: Eastern part

# COLUSA COUNTY:

Area 1: Eastern part

Area 2: Remainder

# DEL NORTE COUNTY:

Area 1: Extreme Southwestern corner Area 2: Remainder

ELDORADO COUNTY:
Area 1: North Central part
Area 2: Remainder

FRESNO COUNTY

Area 1: Except Eastern part

Area 2: Eastern part

GLENN COUNTY:

Area 1: Eastern part Area 2: Remainder

HUMBOLDT COUNTY:

Area 1: Except Eastern and Southwestern parts

Area 2: Remainder

LAKE COUNTY:

Area 1: Southern part Area 2: Remainder

LASSEN COUNTY:

Area 1: Western part along the Southern portion of border

with Shasta County

Area 2: Remainder

MADERA COUNTY

Area 1: Remainder Area 2: Eastern part

MARIPOSA COUNTY

Area 1: Remainder Area 2: Eastern part

MENDOCINO COUNTY:

Area 1: Central and Southeastern parts

Area 2: Remainder

MONTEREY COUNTY
Area 1: Remainder

Area 2: Southwestern part

NEVADA COUNTY:

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

Sierra County
Area 2: Remainder

PLACER COUNTY:

Area 1: All but the Central portion

Area 2: Remainder

PLUMAS COUNTY:

Area 1: Western portion

Area 2: Remainder

SHASTA COUNTY:

Area 1: All but the Northeastern corner

Area 2: Remainder

## SIERRA COUNTY:

Area 1: Western part Area 2: Remainder

## SISKIYOU COUNTY:

Area 1: Central part Area 2: Remainder

## SONOMA COUNTY:

Area 1: All but the Northwestern corner

Area 2: Reaminder

#### TEHAMA COUNTY:

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

Area 2: Remainder

## TRINITY COUNTY:

Area 1: East Central part and the Northeaster border with

Shasta County
Area 2: Remainder

## TULARE COUNTY;

Area 1: Remainder Area 2: Eastern part

#### TUOLUMNE COUNTY:

Area 1: Remainder Area 2: Eastern Part

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IRON0377-002 07/01/2015

F	Rates	Fringes
Ironworkers:		
Fence Erector\$	27.08	20.21
Ornamental, Reinforcing		
and Structural\$	33.50	28.85

#### PREMIUM PAY:

\$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland,

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

\$4.00 additional per hour at the following locations:

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

\$2.00 additional per hour at the following locations:

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

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LABO0067-002 12/01/2015

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

AREA "B" - ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, DEL NORTE, EL DORADO, FRESNO, GLENN, HUMBOLDT, KINGS, LAKE, LASSEN, MADERA, MARIPOSA, MENDOCINO, MERCED, MODOC, MONTEREY, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA, STANISLAUS, SUTTER, TEHAMA, TRINITY, TULARE, TUOLUMNE, YOLO AND YUBA COUNTIES

	Rates	Fringes
Asbestos Removal Laborer		
Areas A & B\$	20.66	10.02
LABORER (Lead Removal)		
Area A\$	29.02	20.82
Area B\$	28.02	20.82

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

LABO0067-006 06/30/2014

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

AREA "B" - ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, EL DORADO, FRESNO, GLENN, KINGS, LASSEN, MADERA, MARIPOSA, 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

I	Rates	Fringes
Laborers: (CONSTRUCTION CRAFT LABORERS - AREA A:)		
Construction Specialist		
Group\$	29.09	18.66
GROUP 1\$	28.39	18.66
GROUP 1-a\$	28.61	18.66
GROUP 1-c\$	28.44	18.66
GROUP 1-e\$	28.94	18.66
GROUP 1-f\$	28.97	18.66

County) \$ 28.59 18.66 GROUP 2 \$ 28.24 18.66 GROUP 3 \$ 28.14 18.66 GROUP 4 \$ 21.83 18.66 GROUP 4 \$ 21.83 18.66 GROUP 4 \$ 21.83 18.66 See groups 1-b and 1-d under laborer classifications.  Laborers: (CONSTRUCTION CRAFT  LABORERS - AREA B:)  Construction Specialist Group \$ 27.39 18.66 GROUP 1 \$ 27.39 18.66 GROUP 1-a \$ 27.61 18.66 GROUP 1-c \$ 27.61 18.66 GROUP 1-e \$ 27.94 18.66 GROUP 1-f \$ 27.97 18.66 GROUP 1-f \$ 27.97 18.66 GROUP 2 \$ 27.24 18.66 GROUP 3 \$ 27.14 18.66 GROUP 3 \$ 27.14 18.66 GROUP 3 \$ 27.14 18.66 GROUP 4 \$ 20.83 18.66 GROUP 1 \$ 29.35 18.66 GROUP 1 \$ 29.35 18.66 GROUP 2 \$ 28.85 18.66 GROUP 2 \$ 28.85 18.66 GROUP 2 \$ 28.85 18.66 GROUP 3 \$ 28.85 18.66 GROUP 4 \$ 28.85 18.66 GROUP 4 \$ 28.85 18.66 GROUP 4 \$ 27.24 18.66 GROUP 4 \$ 28.35 18.66 GROUP 2 \$ 28.85 18.66 GROUP 4 \$ 28.35 18.66 GROUP 4 \$ 28.35 18.66 GROUP 4 \$ 27.85 18.66 GROUP 4 \$ 27.85 18.66 GROUP 2 \$ 27.85 18.66 GROUP 2 \$ 27.85 18.66 GROUP 2 \$ 27.85 18.66 GROUP 4 \$ 27.95 18.66 GROUP 2 \$ 27.85 18.66 GROUP 4 \$ 27.95 18.66 GROUP 4 \$ 27.95 18.66 GROUP 5 \$ 27.26 18.66 GROUP 6 \$ 27.85 18.66 GROUP 7 \$ 27.85 18.66 GROUP 1 \$ 27.95 18.66 GROUP 1 \$ 27.95 18.66 GROUP 2 \$ 27.85 18.66 GROUP 2 \$ 27.85 18.66 GROUP 4 \$ 27.95 18.66 GROUP 2 \$ 27.85 18.66 GROUP 4 \$ 27.95 18.66 GROUP 2 \$ 27.85 18.66 GROUP 2 \$ 27.85 18.66 GROUP 4 \$ 27.95 18.66 GROUP 1 \$ 27.95 18.66 GROUP 2 \$ 27.85 18.66 GROUP 3 \$ 27.26 18.66 GROUP 4 \$ 27.85 18.66 GROUP 5 \$ 27.26 18.66 GROUP 6 \$ 27.85 18.66 GROUP 6 \$ 27.85 18.66 GROUP 7 \$ 27.14 18.66 GROUP 6 \$ 27.85 18.66 GROUP 6 \$ 27.85 18.66 GROUP 7 \$ 27.95 18.66 GROUP 8 \$ 27.95 18.66 GROUP 9 \$ 27.85	GROUP 1-g (Contra Costa	
GROUP 2	County) \$ 28 59	18 66
GROUP 4	GROUP 2 \$ 28 24	
GROUP 4		
See groups 1-b and 1-d under laborer classifications.  Laborers: (CONSTRUCTION CRAFT  LABORERS - AREA B:)  Construction Specialist  Group		
Laborers: (CONSTRUCTION CRAFT LABORERS - AREA B:)  Construction Specialist Group		
LABORERS - AREA B:)  Construction Specialist  Group		illications.
Construction Specialist Group		
Group \$ 28.09	·	
GROUP 1 \$ 27.39		10.66
GROUP 1-a. \$ 27.61 18.66 GROUP 1-c. \$ 27.44 18.66 GROUP 1-c. \$ 27.44 18.66 GROUP 1-f. \$ 27.97 18.66 GROUP 1-f. \$ 27.97 18.66 GROUP 2. \$ 27.24 18.66 GROUP 3. \$ 27.24 18.66 GROUP 3. \$ 27.14 18.66 GROUP 4. \$ 20.83 18.66 GROUP 1-b and 1-d under laborer classifications.  Laborers: (GUNITE - AREA A:) GROUP 1. \$ 29.35 18.66 GROUP 2. \$ 28.85 18.66 GROUP 2. \$ 28.85 18.66 GROUP 3. \$ 28.26 18.66 GROUP 4. \$ 28.14 18.66  Laborers: (GUNITE - AREA B:) GROUP 1. \$ 28.35 18.66 GROUP 2. \$ 28.55 18.66 GROUP 2. \$ 28.55 18.66 GROUP 2. \$ 27.85 18.66 GROUP 3. \$ 27.26 18.66 GROUP 4. \$ 27.14 18.66  Laborers: (WRECKING - AREA A:) GROUP 1. \$ 28.39 18.66 GROUP 2. \$ 27.24 18.66  Laborers: (WRECKING - AREA B:) GROUP 1. \$ 27.39 18.66 GROUP 2. \$ 27.24 18.66  Laborers: (WRECKING - AREA B:) GROUP 2. \$ 27.24 18.66  Landscape Laborer (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA A:) (1) New Construction. \$ 28.14 18.66  Landscape Laborer (GARDENERS, HORTICULTURAL & LANDSCAPE  LABORERS - AREA B:) (1) New Construction. \$ 21.83 18.66  Landscape Laborer (GARDENERS, HORTICULURAL & LANDSCAPE  LABORERS - AREA B:) (1) New Construction. \$ 27.14 18.66  Laborers: AREA B:) (2) Establishment Warranty Period. \$ 27.14 18.66  Laborers - AREA B:) (3) New Construction. \$ 27.14 18.66  Laborers - AREA B:) (4) New Construction. \$ 27.14 18.66  Laborers - AREA B:) (5) Establishment Warranty Period. \$ 20.83 18.66		
GROUP 1-c. \$ 27.44 18.66 GROUP 1-e. \$ 27.94 18.66 GROUP 1-f. \$ 27.97 18.66 GROUP 2. \$ 27.24 18.66 GROUP 3. \$ 27.14 18.66 GROUP 3. \$ 27.14 18.66 GROUP 4. \$ 20.83 18.66 See groups 1-b and 1-d under laborer classifications.  Laborers: (GUNITE - AREA A:) GROUP 2. \$ 28.85 18.66 GROUP 2. \$ 28.85 18.66 GROUP 3. \$ 28.26 18.66 GROUP 4. \$ 28.14 18.66 GROUP 4. \$ 28.14 18.66 GROUP 4. \$ 28.14 18.66 GROUP 1. \$ 27.85 18.66 GROUP 2. \$ 27.85 18.66 GROUP 2. \$ 27.85 18.66 GROUP 3. \$ 27.26 18.66 GROUP 4. \$ 27.14 18.66  Laborers: (WRECKING - AREA A:) GROUP 4. \$ 27.14 18.66  Laborers: (WRECKING - AREA B:) GROUP 1. \$ 28.39 18.66 GROUP 2. \$ 27.14 18.66  Laborers: (WRECKING - AREA B:) GROUP 1. \$ 27.39 18.66 GROUP 2. \$ 28.24 18.66  Laborers: (WRECKING - AREA B:) GROUP 2. \$ 27.24 18.66  Landscape Laborer (GARDENERS, HORTICULTURAL & LANDSCAPE  LABORERS - AREA A:) (1) New Construction. \$ 28.14 18.66  Landscape Laborer (GARDENERS, HORTICULTURAL & LANDSCAPE  LABORERS - AREA B:) (1) New Construction. \$ 27.14 18.66  Landscape Laborer (GARDENERS, HORTICULURAL & LANDSCAPE  LABORERS - AREA B:) (1) New Construction. \$ 27.14 18.66 (2) Establishment Warranty Period. \$ 27.14 18.66	•	
GROUP 1-e		
GROUP 1-f \$ 27.97	·	
GROUP 2		
GROUP 3		
GROUP 4		
See groups 1-b and 1-d under laborer classifications.  Laborers: (GUNITE - AREA A:)  GROUP 1	GROUP 3\$ 27.14	
Laborers: (GUNITE - AREA A:)  GROUP 1		
GROUP 1		ifications.
GROUP 2 \$ 28.85		
GROUP 3 \$ 28.26		18.66
GROUP 4 \$ 28.14  Laborers: (GUNITE - AREA B:)  GROUP 1 \$ 28.35  GROUP 2 \$ 27.85  GROUP 3 \$ 27.26  GROUP 4 \$ 27.14  Laborers: (WRECKING - AREA A:)  GROUP 1 \$ 28.39  GROUP 2 \$ 28.39  GROUP 2 \$ 28.24  Laborers: (WRECKING - AREA B:)  GROUP 2 \$ 28.24  Laborers: (WRECKING - AREA B:)  GROUP 1 \$ 27.39  GROUP 2 \$ 27.39  GROUP 2 \$ 27.24  Landscape Laborer (GARDENERS, HORTICULTURAL & LANDSCAPE  LABORERS - AREA A:)  (1) New Construction \$ 28.14  (2) Establishment Warranty  Period \$ 21.83  Landscape Laborer (GARDENERS, HORTICULURAL & LANDSCAPE  LABORERS - AREA B:)  (1) New Construction \$ 27.14  (2) Establishment Warranty  Period \$ 27.14  18.66  (2) Establishment Warranty  Period \$ 27.14  18.66	·	18.66
Laborers: (GUNITE - AREA B:)  GROUP 1	GROUP 3\$ 28.26	18.66
GROUP 1	GROUP 4\$ 28.14	18.66
GROUP 2	Laborers: (GUNITE - AREA B:)	
GROUP 3	GROUP 1\$ 28.35	18.66
GROUP 4	GROUP 2\$ 27.85	18.66
Laborers: (WRECKING - AREA A:)	GROUP 3\$ 27.26	18.66
GROUP 1	GROUP 4\$ 27.14	18.66
GROUP 2	Laborers: (WRECKING - AREA A:)	
GROUP 2	GROUP 1\$ 28.39	18.66
Laborers: (WRECKING - AREA B:)  GROUP 1		18.66
GROUP 1		
GROUP 2\$ 27.24  Landscape Laborer (GARDENERS, HORTICULTURAL & LANDSCAPE  LABORERS - AREA A:)  (1) New Construction\$ 28.14 (2) Establishment Warranty Period\$ 21.83  Landscape Laborer (GARDENERS, HORTICULURAL & LANDSCAPE  LABORERS - AREA B:)  (1) New Construction\$ 27.14 (2) Establishment Warranty Period\$ 20.83  18.66		18.66
Landscape Laborer (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA A:)  (1) New Construction\$ 28.14  (2) Establishment Warranty Period\$ 21.83  Landscape Laborer (GARDENERS, HORTICULURAL & LANDSCAPE LABORERS - AREA B:)  (1) New Construction\$ 27.14  (2) Establishment Warranty Period\$ 20.83  18.66		
HORTICULTURAL & LANDSCAPE  LABORERS - AREA A:)  (1) New Construction\$ 28.14  (2) Establishment Warranty Period\$ 21.83  Landscape Laborer (GARDENERS, HORTICULURAL & LANDSCAPE  LABORERS - AREA B:)  (1) New Construction\$ 27.14  (2) Establishment Warranty Period\$ 20.83  18.66		
LABORERS - AREA A:)  (1) New Construction\$ 28.14  (2) Establishment Warranty Period\$ 21.83  Landscape Laborer (GARDENERS, HORTICULURAL & LANDSCAPE  LABORERS - AREA B:)  (1) New Construction\$ 27.14  (2) Establishment Warranty Period\$ 20.83  18.66		
(1) New Construction\$ 28.14 (2) Establishment Warranty Period\$ 21.83 18.66  Landscape Laborer (GARDENERS, HORTICULURAL & LANDSCAPE LABORERS - AREA B:) (1) New Construction\$ 27.14 (2) Establishment Warranty Period\$ 20.83 18.66		
(2) Establishment Warranty Period\$ 21.83  Landscape Laborer (GARDENERS, HORTICULURAL & LANDSCAPE  LABORERS - AREA B:)  (1) New Construction\$ 27.14  (2) Establishment Warranty Period\$ 20.83  18.66		18.66
Period\$ 21.83 18.66  Landscape Laborer (GARDENERS,  HORTICULURAL & LANDSCAPE  LABORERS - AREA B:)  (1) New Construction\$ 27.14 18.66  (2) Establishment Warranty  Period\$ 20.83 18.66	, ,	
Landscape Laborer (GARDENERS, HORTICULURAL & LANDSCAPE LABORERS - AREA B:)  (1) New Construction\$ 27.14  (2) Establishment Warranty Period\$ 20.83  18.66		18.66
HORTICULURAL & LANDSCAPE  LABORERS - AREA B:)  (1) New Construction\$ 27.14  (2) Establishment Warranty Period\$ 20.83  18.66		
LABORERS - AREA B:) (1) New Construction\$ 27.14 (2) Establishment Warranty Period\$ 20.83 18.66		
(1) New Construction\$ 27.1418.66(2) Establishment Warranty18.66Period\$ 20.8318.66		
(2) Establishment Warranty Period\$ 20.83 18.66		18.66
Period\$ 20.83 18.66		10.00
		18.66
FOOTNOTES:	3===3::::::::::::::::::::::::::::::::::	20.00
	FOOTNOTES:	

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

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LABORER CLASSIFICATIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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#### GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

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## WRECKING WORK LABORER CLASSIFICATIONS

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

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

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LABO0073-002 06/30/2014

CALAVERAS AND SAN JOAQUIN COUNTIES

F	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person\$	27.14	19.03
Traffic Control Person I\$	27.44	19.03
Traffic Control Person II\$	24.94	19.03

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

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

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LABO0073-003 06/30/2014

SAN JOAQUIN COUNTY

	I	Rates	Fringes
LABORER			
Mason	Tender-Brick\$	31.11	17.34

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LABO0073-005 06/30/2014

	]	Rates	Fringes
Tunnel and	Shaft Laborers:		
GROUP	1\$	34.60	19.49
GROUP	2\$	34.37	19.49
GROUP	3\$	34.12	19.49
GROUP	4\$	33.67	19.49
GROUP	5\$	33.13	19.49
Shotcr	rete Specialist\$	35.12	19.49

#### TUNNEL AND SHAFT CLASSIFICATIONS

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

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

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

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

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

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LABO0166-001 07/01/2006

ALAMEDA AND CONTRA COSTA COUNTIES:

	Rates	Fringes
Brick Tender	\$ 25.91	14.65

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

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LABO0166-002 07/01/2007

SAN FRANCISCO AND SAN MATEO COUNTIES:

		1	Rates	Fringes
MASON	TENDER,	BRICK\$	26.93	16.50

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

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LABO0261-003 06/30/2014

SAN FRANCISCO AND SAN MATEO COUNTIES

Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)	
Escort Driver, Flag Person\$ 28.14	19.03
Traffic Control Person I\$ 28.44	19.03
Traffic Control Person II\$ 25.94	19.03

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

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

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LABO0261-005 06/30/2014

SAN FRANCISCO AND SAN MATEO COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1	\$ 34.60	19.49
GROUP 2	\$ 34.37	19.49
GROUP 3	\$ 34.12	19.49
GROUP 4	\$ 33.67	19.49
GROUP 5	\$ 33.13	19.49
Shotcrete Specialist	\$ 35.12	19.49

TUNNEL AND SHAFT CLASSIFICATIONS

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

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

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

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

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

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LABO0270-003 06/30/2014

AREA A: SANTA CLARA

AREA B: MONTEREY, SAN BENITO AND SANTA CRUZ COUNTIES

I	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person		
Area A\$	28.14	19.03
Area B\$	27.14	19.03
Traffic Control Person I		
Area A\$	28.44	19.03
Area B\$	27.44	19.03
Traffic Control Person II		
Area A\$	25.94	19.03
Area B\$		19.03

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

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

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LABO0270-004 06/30/2014

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

		Rates	Fringes
Tunnel and	Shaft Laborers:		
GROUP	1\$	34.60	19.49
GROUP	2\$	34.37	19.49
GROUP	3\$	34.12	19.49
GROUP	4\$	33.67	19.49
GROUP	5\$	33.13	19.49
Shotc	rete Specialist\$	35.12	19.49

# TUNNEL AND SHAFT CLASSIFICATIONS

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

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

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading;

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

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

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

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LABO0270-005 07/01/2013

MONTEREY AND SAN BENITO COUNTIES

	Rates	Fringes	
LABORER			
Mason Tender-Brick	\$ 31.70	16.53	
LABO0294-001 06/30/2014			

FRESNO, KINGS AND MADERA COUNTIES

	Rates	Fringes
LABORER (Brick)		
Mason Tender-Brick	.\$ 31.11	17.34
LABO0294-002 06/30/2014		

FRESNO, KINGS, AND MADERA COUNTIES

Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)	
Escort Driver, Flag Person\$ 27.14	19.03
Traffic Control Person I\$ 27.44	19.03
Traffic Control Person II\$ 24.94	19.03

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

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

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LABO0294-005 06/30/2014

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1	\$ 34.60	19.49
GROUP 2	\$ 34.37	19.49
GROUP 3	\$ 34.12	19.49
GROUP 4	\$ 33.67	19.49
GROUP 5	\$ 33.13	19.49
Shotcrete Specialist	\$ 35.12	19.49

TUNNEL AND SHAFT CLASSIFICATIONS

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

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

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

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

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

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LABO0304-002 06/30/2014

ALAMEDA COUNTY

Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)	
Escort Driver, Flag Person\$ 28.14	19.03
Traffic Control Person I\$ 28.44	19.03
Traffic Control Person II\$ 25.94	19.03

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

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

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LABO0304-003 06/30/2014

ALAMEDA COUNTY

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1	\$ 34.60	19.49
GROUP 2	\$ 34.37	19.49
GROUP 3	\$ 34.12	19.49
GROUP 4	\$ 33.67	19.49
GROUP 5	\$ 33.13	19.49
Shotcrete Specialist	\$ 35.12	19.49

TUNNEL AND SHAFT CLASSIFICATIONS

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

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

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

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

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

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LABO0324-002 06/30/2014

CONTRA COSTA COUNTY

1	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person\$	28.14	19.03
Traffic Control Person I\$	28.44	19.03
Traffic Control Person II\$	25.94	19.03

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

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

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LABO0324-006 06/30/2014

#### CONTRA COSTA COUNTY

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1	\$ 34.60	19.49
GROUP 2	\$ 34.37	19.49
GROUP 3	\$ 34.12	19.49
GROUP 4	\$ 33.67	19.49
GROUP 5	\$ 33.13	19.49
Shotcrete Specialist	\$ 35.12	19.49

#### TUNNEL AND SHAFT CLASSIFICATIONS

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

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

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

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

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

\_\_\_\_\_\_

LABO1130-002 06/30/2014

MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE COUNTIES

Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)	
Escort Driver, Flag Person\$ 27.14	19.03
Traffic Control Person I\$ 27.44 Traffic Control Person II\$ 24.94	

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

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

\_\_\_\_\_

LABO1130-003 06/30/2014

MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1	\$ 34.60	19.49
GROUP 2	\$ 34.37	19.49
GROUP 3	\$ 34.12	19.49
GROUP 4	\$ 33.67	19.49
GROUP 5	\$ 33.13	19.49
Shotcrete Specialist	\$ 35.12	19.49

#### TUNNEL AND SHAFT CLASSIFICATIONS

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

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

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

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

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO1130-005 06/30/2014

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES

	Rates	Fringes
LABORER		
Mason Tender-Brick	\$ 31.11	17.34
LABO1414-004 08/05/2015		

SAN FRANCISCO AND SAN MATEO COUNTIES:

LABO1414-007 08/05/2015

	Rates	Fringes
PLASTER TENDER	\$ 32.71	17.11
Work on a swing stage scaffold:	\$1.00 per hour a	dditional.

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

	Rates	Fringes
D1	ć 20 71	17 11

Plasterer tender...... \$ 32.71 17.11

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

LABO1414-008 08/05/2015

ALAMEDA AND CONTRA COSTA COUNTIES:

	Rates	Fringes
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Plasterer tender.....\$ 32.71 17.11

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

LABO1414-010 08/05/2015

SANTA CLARA AND SANTA CRUZ COUNTIES

Rates Fringes

PLASTER TENDER

4 Stories and under......\$ 30.71 17.11 5 Stories and above......\$ 32.71 17.11

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

LABO1414-011 08/05/2015

MONTEREY AND SAN BENITO COUNTIES

Rates Fringes

Plasterer tender......\$ 32.71 17.11

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

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PAIN0016-001 01/01/2015

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

Rates Fringes

Painters:.....\$ 36.45 21.48

PREMIUMS:

EXOTIC MATERIALS - \$0.75 additional per hour.

SPRAY WORK: - \$0.50 additional per hour.

INDUSTRIAL PAINTING - \$0.25 additional per hour

[Work on industrial buildings used for the manufacture and processing of goods for sale or service; steel construction

(bridges), stacks, towers, tanks, and similar structures]

HIGH WORK:

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

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PAIN0016-003 09/01/2015

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

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

	Rates	Fringes	
Drywall Finisher/Taper			
AREA 1	\$ 42.37	21.33	
AREA 2	\$ 38.24	19.93	
PAIN0016-012 01/01/2015			-

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

	Rates	Fringes
SOFT FLOOR LAYER	\$ 46.20	18.73
PATN0016-015 01/01/2015		

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

	Rates	Fringes
PAINTER		
Brush	\$ 30.85	16.85

FOOTNOTES:

SPRAY/SANDBLAST: \$0.50 additional per hour. EXOTIC MATERIALS: \$1.00 additional per hour.

HIGH TIME: Over 50 ft above ground or water level \$2.00 additional per hour. 100 to 180 ft above ground or water level \$4.00 additional per hour. Over 180 ft above ground or water level \$6.00 additional per hour.

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PAIN0016-022 01/01/2015

SAN FRANCISCO COUNTY

I	Rates	Fringes
PAINTER\$	40.07	21.48

\_\_\_\_\_

PAIN0169-001 01/01/2015

FRESNO, KINGS, MADERA, MARIPOSA AND MERCED COUNTIES:

Rates Fringes

GLAZIER.....\$ 34.83 19.75

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PAIN0169-005 01/01/2015

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

Rates Fringes

GLAZIER.....\$ 43.48 24.19

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PAIN0294-004 01/01/2015

FRESNO, KINGS AND MADERA COUNTIES

Rates Fringes
PAINTER

LAINIEK

 Brush, Roller......
 \$ 25.67
 15.68

 Drywall Finisher/Taper.....
 \$ 30.47
 16.81

#### FOOTNOTE:

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

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PAIN0294-005 01/01/2015

FRESNO, KINGS & MADERA

Rates Fringes

SOFT FLOOR LAYER.....\$ 30.83 17.39

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PAIN0767-001 01/01/2015

CALAVERAS, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES:

Rates Fringes

GLAZIER......\$ 33.79 22.49

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

Veteran's Day, Thanksgiving Day, and Christmas Day.

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

DETX1176 001 07/01/0014

PAIN1176-001 07/01/2014

HIGHWAY IMPROVEMENT

	Rates	Fringes
Parking Lot Striping/Highway		
Marking:		
GROUP 1	\$ 34.26	11.65
GROUP 2	\$ 29.12	11.65
GROUP 3	\$ 29.46	11.65

#### CLASSIFICATIONS

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

GROUP 2: Gamecourt & Playground Installer

GROUP 3: Protective Coating, Pavement Sealing

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PAIN1237-003 01/01/2015

CALAVERAS; SAN JOAQUIN COUNTIES; STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
SOFT FLOOR LAYER	\$ 31.79	14.93
PLAS0066-002 07/01/2014		

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

	Rates	Fringes
PLASTERER	\$ 35.34	24.21

PLAS0300-001 07/01/2014

	Rates	Fringes
PLASTERER		
AREA 188: Fresno	\$ 29.44	22.26
AREA 224: San Benito,		
Santa Clara, Santa Cruz	\$ 31.59	22.26
AREA 295: Calaveras & San		
Joaquin Couonties	\$ 31.41	22.26
AREA 337: Monterey County	\$ 30.52	22.26
AREA 429: Mariposa,		
Merced, Stanislaus,		
Tuolumne Counties	\$ 31.41	22.26

PLAS0300-005 06/30/2014

Rates Fringes

CEMENT MASON/CONCRETE FINISHER...\$ 30.00 22.07 PLUM0038-001 07/01/2015 SAN FRANCISCO COUNTY Rates Fringes PLUMBER (Plumber, Steamfitter, Refrigeration Fitter).....\$ 65.00 PLUM0038-005 07/01/2015 SAN FRANCISCO COUNTY Fringes Rates Landscape/Irrigation Fitter 40.91 (Underground/Utility Fitter)....\$ 55.10 PLUM0062-001 07/01/2015

MONTEREY AND SANTA CRUZ COUNTIES

Rates Fringes

PLUMBER & STEAMFITTER......\$ 41.55 26.59

PLUM0159-001 07/01/2015

CONTRA COSTA COUNTY

Rates Fringes

Plumber and steamfitter

(1) Refrigeration......\$ 52.53 34.44

(2) All other work......\$ 53.42 34.44

PLUM0246-001 07/01/2015

FRESNO, KINGS & MADERA COUNTIES

Rates Fringes

PLUMBER & STEAMFITTER.....\$ 37.75 26.89

PLUM0246-004 07/01/2013

FRESNO, MERCED & SAN JOAQUIN COUNIES

Rates Fringes
PLUMBER (PIPE TRADESMAN)......\$ 13.00 9.77

PIPE TRADESMAN SCOPE OF WORK:

Installation of corrugated metal piping for drainage, as well as installation of corrugated metal piping for culverts in connection with storm sewers and drains; Grouting, dry

packing and diapering of joints, holes or chases including paving over joints, in piping; Temporary piping for dirt work for building site preparation; Operating jack hammers, pavement breakers, chipping guns, concrete saws and spades to cut holes, chases and channels for piping systems; Digging, grading, backfilling and ground preparation for all types of pipe to all points of the jobsite; Ground preparation including ground leveling, layout and planting of shrubbery, trees and ground cover, including watering, mowing, edging, pruning and fertilizing, the breaking of concrete, digging, backfilling and tamping for the preparation and completion of all work in connection with lawn sprinkler and landscaping; Loading, unloading and distributing materials at jobsite; Putting away materials in storage bins in jobsite secure storage area; Demolition of piping and fixtures for remodeling and additions; Setting up and tearing down work benches, ladders and job shacks; Clean-up and sweeping of jobsite; Pipe wrapping and waterproofing where tar or similar material is applied for protection of buried piping; Flagman

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PLUM0342-001 07/01/2014

ALAMEDA & CONTRA COSTA COUNTIES

	Rates	Fringes	
PIPEFITTER CONTRA COSTA COUNTY	\$ 54.71	35.99	
PLUMBER, PIPEFITTER,			
STEAMFITTER			
ALAMEDA COUNTY	\$ 54.71	35.99	

PLUM0355-004 07/01/2015

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

	Rates	Fringes	
Underground Utility Worker /Landscape Fitter	\$ 28.60	10.05	
PLUM0393-001 07/01/2015			

SAN BENITO AND SANTA CLARA COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER	\$ 58.91	33.58
PLUM0442-001 07/01/2015		

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

	Rates	Fringes
PLUMBER & STEAMFITTER	\$ 38.75	26.64
PLUM0467-001 07/01/2015		
SAN MATEO COUNTY		
	Rates	Fringes
Plumber/Pipefitter/Steamfitter.	\$ 58.98	32.43
ROOF0027-002 09/01/2014		
FRESNO, KINGS, AND MADERA COUNT	TIES	
	Rates	Fringes
ROOFER	\$ 26.37	12.68
FOOTNOTE: Work with pitch, piproducts or any material contibuilding old or new, where boused in the application of a \$2.00 per hour additional.	taining coal oth asphalt a	tar pitch, on any and pitchers are
ROOF0040-002 08/01/2015		
SAN FRANCISCO & SAN MATEO COUNT	TIES:	
	Rates	Fringes
ROOFER	\$ 35.50	15.82
ROOF0081-001 08/01/2015		
ALAMEDA AND CONTRA COSTA COUNTI	IES:	
	Rates	Fringes
Roofer		14.90
ROOF0081-004 08/01/2015		
CALAVERAS, MARIPOSA, MERCED, SATUOLUMNE COUNTIES:	AN JOAQUIN, S	STANISLAUS AND
	Rates	Fringes
ROOFER		14.65
ROOF0095-002 08/01/2015		
MONTEREY, SAN BENITO, SANTA CLA	ARA, AND SANT	'A CRUZ COUNTIES:
	Rates	Fringes
DOGETED		

ROOFER

Journeyman......\$ 37.55 15.52

Kettle person (2 kettles);

Bitumastic, Enameler, Coal

Tar, Pitch and Mastic

worker.....\$ 39.55 15.52

SFCA0483-001 01/01/2015

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

Rates Fringes

SPRINKLER FITTER (FIRE).....\$ 56.02 27.77

SFCA0669-011 07/01/2013

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

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

AREA 2: MONTEREY & SAN BENITO

AREA 3: SANTA CRUZ

	Rates	Fringes
SHEET METAL WORKER		
AREA 1:		
Mechanical Contracts		
under \$200,000	\$ 46.30	40.28
All Other Work	\$ 52.20	41.56
AREA 2	\$ 41.99	32.86
AREA 3	\$ 44.25	29.37

SHEE0104-003 07/01/2015

CALAVERAS AND SAN JOAQUIN COUNTIES:

	Rates	Fringes
SHEET METAL WORKER	.\$ 36.85	30.90
SHEE0104-005 07/01/2015		

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES:

Rates Fringes

SHEET METAL WORKER (Excluding

metal deck and siding).....\$ 36.29

SHEE0104-007 07/01/2015

FRESNO, KINGS, AND MADERA COUNTIES:

Rates Fringes

SHEET METAL WORKER.....\$ 35.11 33.54

SHEE0104-015 07/01/2015

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

	Rates	Fringes
SHEET METAL WORKER (Metal Decking and Siding only)	\$ 34.15	32.98
SHEE0104-018 07/01/2015		

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

	Rates	Fringes
		-
Sheet metal worker (Metal decking and siding only)	.\$ 34.15	32.98

TEAM0094-001 07/01/2015

	H	Rates	Fringes
Truck driver	S:		
GROUP 1	\$	28.57	25.22
GROUP 2	\$	28.87	25.22
GROUP 3	\$	29.17	25.22
GROUP 4	\$	29.52	25.22
GROUP 5	\$	29.87	25.22

#### FOOTNOTES:

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

## TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Dump trucks, under 6 yds.; Single unit flat rack (2-axle unit); Nipper truck (when flat rack truck is used

appropriate flat rack shall apply); Concrete pump truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump machine; Fork lift and lift jitneys; Fuel and/or grease truck driver or fuel person; Snow buggy; Steam cleaning; Bus or personhaul driver; Escort or pilot car driver; Pickup truck; Teamster oiler/greaser and/or serviceperson; Hook tender (including loading and unloading); Team driver; Tool room attendant (refineries)

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

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

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

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

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

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

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

## Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

# Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

# Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010

08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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## WAGE DETERMINATION APPEALS PROCESS

- 1.) Has there been an initial decision in the matter? This can be:
- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

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

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

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

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

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

3.) If the decision of the Administrator is not favorable, an

interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

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

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

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END OF GENERAL DECISION

# **ATTACHMENT F**

**State Prevailing Wages** 

#### 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 Payr	nents		Straigh	it-Time	Overtime Ho	ourly 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 <sup>b</sup>	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 <sup>b</sup>	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	<sup>h</sup> 0.08	8	40.32	<sup>i</sup> 56.51	<sup>j</sup> 72.70
Hazardous Material Handler Worker <sup>k</sup>	g23.16	6.31	-	-	0.30	10.06	8	29.83	i41.41	<sup>j</sup> 52.99

<sup>#</sup> Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet at <a href="http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWage/PWAppWageStart.asp">http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp</a>. 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 <a href="http://www.dir.ca.gov/das/das.html">http://www.dir.ca.gov/das/das.html</a>.

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 <a href="http://www.dir.ca.gov/OPRL/PWD">http://www.dir.ca.gov/OPRL/PWD</a>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

<sup>&</sup>lt;sup>a</sup> Includes amount withheld for dues check off and for vacation.

<sup>&</sup>lt;sup>b</sup> 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.

 $<sup>^{\</sup>rm f}$  \$204.78 (Area 1) and \$160.08 (Area 2) per hour for work on Labor Day.

g Includes amount withheld for dues check off.

<sup>&</sup>lt;sup>h</sup> 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 7<sup>th</sup> consecutive day of work in a workweek.

<sup>&</sup>lt;sup>k</sup> A maximum of fourteen (14) Hazardous Material Handler Workers is allowed for each Hazardous Material Handler Mechanic.

<sup>&</sup>lt;sup>1</sup>Includes 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 <sup>a</sup>	Sunday
(Journeyperson)	Hourly Rate	and Welfare		Holiday <sup>d</sup>		Payments <sup>e</sup>		Hourly Rate	$1\ 1/2X^{\rm f}$	2X	1 1/2X <sup>g</sup>	2X	and Holiday <sup>i</sup>
<sup>b</sup> 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
<sup>b</sup> 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
<sup>b</sup> Area 3 <sup>j</sup> 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
<sup>b</sup> Area 4 <sup>i</sup> 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 <sup>d</sup>	ments Training	Other Payments <sup>c</sup>	Straight Hours	t – Time Total Hourly	D	aily	Overtime Ho Satu	urly Rate <sup>c</sup> irday <sup>a</sup>	Sunday and
() <sub>F</sub> )	Rate	Welfare <sup>c</sup>		Honday		1 ayıncınıs		Rate	1 1/2X <sup>f</sup>	2X	1 1/2X <sup>g</sup>	2X	Holiday <sup>i</sup>
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.

			E	mployer Payr	ments		Straigh	t – Time			Overtime Ho	urly Rate c	-
CLASSIFICATION (Journeyperson)	Basic Hourly	Health and	Pension	Vacation/ Holiday <sup>d</sup>	Training	Other Payments <sup>h</sup>	Hours	Total Hourly	D	aily	Satu	ırday <sup>a</sup>	Sunday and
	Rate	Welfare <sup>c</sup>		,		·		Rate	1 1/2X <sup>f</sup>	2X	1 1/2X <sup>g</sup>	2X	Holiday <sup>i</sup>
<sup>b</sup> 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
<sup>b</sup> 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
<sup>b</sup> Area 3 <sup>j</sup>													
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
<sup>b</sup> Area 4 <sup>j</sup>													
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 <a href="http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWage/Start.asp">http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWage/Start.asp</a>. 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 <a href="http://www.dir.ca.gov/das/das.html">http://www.dir.ca.gov/das/das.html</a>.

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 <a href="http://www.dir.ca.gov/OPRL/PWD">http://www.dir.ca.gov/OPRL/PWD</a>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

<sup>&</sup>lt;sup>a</sup> 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.

<sup>&</sup>lt;sup>b</sup> AREA 1 - Alameda, Contra Costa, Marin, Napa, San Francisco, San Mateo, Santa Clara, Solano, and Sonoma Counties.

<sup>&</sup>lt;sup>c</sup> 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.

<sup>&</sup>lt;sup>e</sup> Includes Annuity Trust Fund, Industry Promotion, Carpenters International Training Fund, Work Preservation, and Carpenter Employers Contract Administration.

<sup>&</sup>lt;sup>f</sup> 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.

<sup>&</sup>lt;sup>1</sup> 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.

<sup>&</sup>lt;sup>j</sup> 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.

			E	mployer Payı	nents		Straight	- Time		O	vertime Hou	ırly Rate <sup>a</sup>	
CLASSIFICATION	Basic	Health	Pension	Vacation/	Training	Other	Hours	Total	Da	aily	Satu	rday <sup>b</sup>	Sunday
(Journeyperson)	Hourly Rate	and Welfare <sup>d</sup>		Holiday <sup>e</sup>		Payments <sup>f</sup>		Hourly Rate	1 1/2X <sup>h</sup>	2X	1 1/2X <sup>i</sup>	2X	and Holiday <sup>k</sup>
<sup>c</sup> Area 1 Carpenter Hardwood Floorlayer, Power Saw	\$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
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
<sup>c</sup> Area 2 Carpenter Hardwood Floorlayer, Power Saw	\$38.95	\$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
<sup>c</sup> Area 3 <sup>1</sup> Carpenter Hardwood Floorlayer, Power Saw	\$38.95	\$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
<sup>c</sup> Area 4 <sup>1</sup> Carpenter Hardwood Floorlayer, Power Saw	\$37.51	\$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, Steel 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 Čruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba Counties.

			E	mployer Payı	nents		Straight	- Time		O	vertime Hou	ırly Rate <sup>a</sup>	_
CLASSIFICATION	Basic	Health	Pension	Vacation/	Training	Other	Hours <sup>g</sup>	Total	Da	aily	Satu	ırday <sup>b</sup>	Sunday
(Journeyperson)	Hourly	and		Holidaye		Payments <sup>f</sup>		Hourly				•	and
	Rate	Welfare <sup>d</sup>						Rate	1 1/2Xh	2X	1 1/2Xi	2X	Holiday <sup>k</sup>
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 <sup>a</sup>	_
CLASSIFICATION	Basic	Health	Pension	Vacation/	Training	Other	Hours <sup>g</sup>	Total	Da	aily	Satu	ırday <sup>b</sup>	Sunday
(Journeyperson)	Hourly	and		Holidaye		Payments <sup>j</sup>		Hourly					and
	Rate	Welfared						Rate	1 1/2X <sup>h</sup>	2X	1 1/2X <sup>i</sup>	2X	Holiday <sup>k</sup>
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
<sup>c</sup> Area 3 <sup>d</sup>													
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 <sup>d</sup>	A40.10	<b>011.05</b>	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 <a href="http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWage/Etart.asp">http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWage/Etart.asp</a>. 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 <a href="http://www.dir.ca.gov/das/das.html">http://www.dir.ca.gov/das/das.html</a>.

- \* Does not apply to tenant improvement or renovation projects in occupied buildings with a total contract value of \$5 million or less.
- <sup>a</sup> The overtime rates for shift work are based on the non-shift overtime rates on page 34.
- <sup>b</sup> 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.
- <sup>c</sup> 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.
- <sup>j</sup> 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 <a href="http://www.dir.ca.gov/OPRL/PWD">http://www.dir.ca.gov/OPRL/PWD</a>. 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 <sup>a</sup>	_
CLASSIFICATION	Basic	Health	Pension	Vacation/	Training	Other	Hours	Total	Da	aily	Satu	rday <sup>b</sup>	Sunday
(Journeyperson)	Hourly Rate	and Welfare <sup>d</sup>		Holiday <sup>e</sup>		Payments <sup>f</sup>		Hourly Rate	1 1/2X <sup>h</sup>	2X	1 1/2X <sup>i</sup>	2X	and Holiday <sup>k</sup>
<sup>c</sup> <b>Area 1</b> 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
<sup>c</sup> 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
<sup>c</sup> <b>Area 3</b> <sup>l</sup> 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
<sup>c</sup> Area 4 <sup>l</sup> 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 <sup>a</sup>	_
CLASSIFICATION	Basic	Health	Pension	Vacation/	Training	Other	Hours	Total	D	aily	Satu	rday <sup>b</sup>	Sunday
(Journeyperson)	Hourly Rate	and Welfare <sup>d</sup>		Holiday <sup>e</sup>		Payments <sup>f</sup>		Hourly Rate	1 1/2X <sup>h</sup>	2X	1 1/2X <sup>i</sup>	2X	and Holiday <sup>k</sup>
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 <sup>a</sup>	_
CLASSIFICATION	Basic	Health and	Pension	Vacation/	Training	Other	Hours	Total	D	aily	Satu	rday <sup>b</sup>	Sunday
(Journeyperson)	Hourly Rate	Welfare		Holiday <sup>e</sup>		Payments <sup>j</sup>		Hourly Rate	1 1/2X <sup>h</sup>	2X	1 1/2X <sup>i</sup>	2X	and Holiday <sup>k</sup>
<sup>c</sup> 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
<sup>c</sup> <b>Area 3</b> <sup>d</sup> 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
<sup>c</sup> <b>Area 4</b> <sup>d</sup> 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 <sup>b</sup>	Vacation/ Holiday <sup>c</sup>	Training	Other Payments	Hours	Total Hourly	Daily	Saturday <sup>d</sup>	Sunday/ Holiday
	Rate	Welfare						Rate	1 1/2X	1 1/2X	2X
<sup>a</sup> 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
<sup>a</sup> 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
<sup>a</sup> 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

<sup>&</sup>lt;sup>a</sup>AREA 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 <a href="http://www.dir.ca.gov/OPRL/PWD">http://www.dir.ca.gov/OPRL/PWD</a>. 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.

<sup>&</sup>lt;sup>b</sup> Includes an amount for Annuity Trust Fund.

<sup>&</sup>lt;sup>c</sup> 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 <sup>g</sup>	Training	Other Payments	Hours	Total Hourly Rate	Daily 1 1/2X	Saturday 1 1/2X	Sunday and Holiday
<ul> <li><sup>a</sup> Area 1</li> <li>Drywall Installer/         Lather     </li> <li>Stocker, Scrapper</li> <li>Stocker, Scrapper</li> </ul>	\$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	<sup>f</sup> 12.10 <sup>f</sup> 5.45 1.10	4.26 4.21 4.21	0.72 - -	0.86 - -	8 8 8	65.51 38.97 34.62	<sup>h</sup> 83.77 <sup>h</sup> 48.10 <sup>h</sup> 43.75	h83.77 h48.10 h43.75	102.03 57.23 52.88
<sup>c</sup> <b>Area 3</b> Drywall Installer/ Lather Stocker, Scrapper <sup>e</sup> Stocker, Scrapper	37.02 18.51 18.51	11.05 11.05 11.05	<sup>f</sup> 12.10 <sup>f</sup> 5.45 1.10	4.26 4.21 4.21	0.72	0.86 - -	8 8 8	66.01 39.22 34.88	<sup>h</sup> 84.520 <sup>h</sup> 48.475 <sup>h</sup> 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	<sup>h</sup> 82.495 <sup>h</sup> 47.47 <sup>h</sup> 43.12	<sup>h</sup> 82.495 <sup>h</sup> 47.47 <sup>h</sup> 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 <a href="http://www.dir.ca.gov/OPRL/PWD">http://www.dir.ca.gov/OPRL/PWD</a>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

<sup>&</sup>lt;sup>a</sup> Area 1 - Alameda, Contra Costa, Marin, Napa, San Francisco, San Mateo, Santa Clara, Solano and Sonoma counties.

<sup>&</sup>lt;sup>b</sup> **Area 2** - Monterey, San Benito, and Santa Cruz Counties.

<sup>&</sup>lt;sup>c</sup> **Area 3** - El Dorado<sup>i</sup>, Placer<sup>i</sup>, Sacramento, San Joaquin, and Yolo Counties.

<sup>&</sup>lt;sup>d</sup> **Area 4** - Alpine, Amador, Butte, Calaveras, Colusa, Del Norte, El Dorado<sup>i</sup>, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Mariposa, Mendocino, Merced, Modoc, Nevada, Placer<sup>i</sup>, Plumas, Shasta, Sierra, Siskiyou, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, and Yuba Counties

<sup>&</sup>lt;sup>e</sup> 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 <sup>g</sup>	a11.15	<sup>b</sup> 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	<sup>a</sup> 11.15	<sup>b</sup> 13.55	<sup>c</sup> 5.46	0.83	0.15	8	124.78	<sup>d</sup> 171.60	<sup>d</sup> 171.60	218.42
Diver's Tender <sup>e</sup>	45.82	<sup>a</sup> 11.15	<sup>b</sup> 13.55	<sup>c</sup> 5.46	0.83	0.15	8	76.96	<sup>d</sup> 99.87	<sup>d</sup> 99.87	122.78
Assistant Tender	41.65	<sup>a</sup> 11.15	<sup>b</sup> 13.55	<sup>c</sup> 5.46	0.83	0.15	8	72.79	<sup>d</sup> 93.615	<sup>d</sup> 93.615	114.44
Diver (stand-by)	46.82	<sup>a</sup> 11.15	<sup>b</sup> 13.55	<sup>c</sup> 5.46	0.83	0.15	8	77.96	<sup>d</sup> 101.37	<sup>d</sup> 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 @ <a href="http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp">http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp</a>. 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 <a href="http://www.dir.ca.gov/das/das.html">http://www.dir.ca.gov/das/das.html</a>.

**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 <a href="http://www.dir.ca.gov/OPRL/PWD">http://www.dir.ca.gov/OPRL/PWD</a>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

<sup>&</sup>lt;sup>a</sup> Includes UBC Health & Safety Fund.

<sup>&</sup>lt;sup>b</sup> 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.

<sup>&</sup>lt;sup>c</sup> Includes an amount per hour for work fees.

<sup>&</sup>lt;sup>d</sup> 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.

<sup>&</sup>lt;sup>e</sup> Shall receive a minimum of 8 hours pay for any day or part thereof worked.

<sup>&</sup>lt;sup>f</sup> For specific rates over 50 ft depth, contact the Office of the Director – Research Unit.

<sup>&</sup>lt;sup>g</sup> 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<sup>a</sup> 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 <sup>e</sup>	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 <sup>b</sup>
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 <sup>b</sup>
											h
Helper <sup>c</sup>	42.27	13.575	14.21	2.54	0.60	0.30	8	73.495	94.630	94.630	115.765 <sup>b</sup>
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.

<sup>&</sup>lt;sup>a</sup> Applies to that portion of these counties north of the Tehachapi Line. For more information contact the Office of the Director - Research Unit.

<sup>&</sup>lt;sup>b</sup> 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.

<sup>&</sup>lt;sup>c</sup> 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.

<sup>&</sup>lt;sup>d</sup> For Contract Service work only. All other overtime is paid at the Sunday/Holiday rate.

<sup>&</sup>lt;sup>e</sup> 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)		Basic H Hourly a Rate W		Pension	Vacation and	Training	Other Payments	Hours		otal urly		ily/ rday <sup>d</sup>		ay and iday
	Ra	ate	Welfare		Holiday <sup>e</sup>				Ra	ate	11	/2X	2	X
Classification Group <sup>a</sup>					-									
·	Area 1 <sup>b</sup>	Area 2 <sup>c</sup>							Area 1 <sup>b</sup>	Area 2c	Area 1 <sup>b</sup>	Area 2c	Area 1 <sup>b</sup>	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.

 $<sup>^{\</sup>rm a}\,$  For classifications within each group, see  $\,$  pages 39B-40.

<sup>&</sup>lt;sup>b</sup> 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

Shuttlecar Self Propelled Power Sweeper Operator

(Includes Vacuum Sweeper)

Slusher Operator Surface Heater

Switchman

Tar Pot Fireman Tugger Hoist, Single Drum

Vacuum Cooling Plant Welding Machine (powered other than by electricity)

#### 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

under 15 tons

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),

#### **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 Northeast 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.

				Emp	oloyer Paym	nents	_		Straight-Tim	ie		Overtime I	Hourly Rate	
Classification (Journeyperson)	Basic Hourly Rate		Health and Welfare	Pension	Vacation and Holiday <sup>e</sup>	Training	Other Payments	Hours	Ho	ital urly ate	Satu	nily/ rday <sup>d</sup> /2X	Hol	ay and iday X
Classification Group <sup>a</sup>	h								h		h		h	0
									Area 1 <sup>b</sup>	Area 2 <sup>c</sup>	Area 1 <sup>b</sup>	Area 2 <sup>c</sup>	Area 1 <sup>b</sup>	Area 2 <sup>c</sup>
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

<sup>#</sup> 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.

<sup>&</sup>lt;sup>e</sup> 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 <sup>d</sup>		ay and iday
	Ra	ate	Welfare		Holiday <sup>e</sup>				Ra	ate	11	/2X	2	X
Classification Group <sup>a</sup>														
	Area 1 <sup>b</sup>	Area 2 <sup>c</sup>							Area 1 <sup>b</sup>	Area 2c	Area 1 <sup>b</sup>	Area 2c	Area 1 <sup>b</sup>	Area 2 <sup>c</sup>
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.

<sup>&</sup>lt;sup>a</sup> 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.

				Emp	oloyer Paym	ents			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 <sup>d</sup>		ay and iday
,	Ra	ate	Welfare		Holidaye		,		Ra	ite		/2X	2	X
Classification Group <sup>a</sup>					,									
	Area 1 <sup>b</sup>	Area 2 <sup>c</sup>							Area 1 <sup>b</sup>	Area 2 <sup>c</sup>	Area 1 <sup>b</sup>	Area 2 <sup>c</sup>	Area 1 <sup>b</sup>	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

<sup>#</sup> 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.

<sup>&</sup>lt;sup>a</sup> 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.

<sup>&</sup>lt;sup>e</sup> 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 <sup>d</sup>	Training	Other Payments	Hours <sup>e</sup>	Total Hourly Rate	Daily <sup>b</sup>	Saturday <sup>a&amp;b</sup>	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

<sup>#</sup> 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.
- <sup>c</sup> 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)<sup>c</sup> (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.

			Em	ployer Paym	ents	-	Straigl	nt-Time	O	vertime Hourly	Rate
Classification (Journeyperson)	Basic Hourly	Health and	Pension	Vacation and	Training	Other Payments	Hours	Total Hourly	Daily <sup>b</sup>	Saturday <sup>a&amp;b</sup>	Sunday and Holiday
	Rate	Welfare		Holiday <sup>d</sup>				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

<sup>#</sup> 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.

				En	nployer Pa	ayments		5	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 <sup>e</sup>	Sunday	and
(Journeyperson)	Hou	ırly	and		and		Payments	S	Ho	urly					Holid	ay
	Ra	te	Welfare	]	Holiday <sup>d</sup>				Ra	te	1 1/2	X	1 1/2	2X	2X	
Classification Gro	oup <sup>a</sup>															
	Area 1 <sup>b</sup>	Area 2°	;						Area 1 <sup>b</sup>	Area 2 <sup>c</sup>						
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

<sup>#</sup> Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet at <a href="http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp">http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp</a>. 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 <a href="http://www.dir.ca.gov/das/das.html">http://www.dir.ca.gov/das/das.html</a>.

**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 <a href="http://www.dir.ca.gov/OPRL/PWD">http://www.dir.ca.gov/OPRL/PWD</a>. 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 <a href="http://www.dir.ca.gov/OPRL/PWD">http://www.dir.ca.gov/OPRL/PWD</a>. 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

<sup>&</sup>lt;sup>a</sup> For classifications within each group, see below.

<sup>&</sup>lt;sup>b</sup> **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.

<sup>&</sup>lt;sup>c</sup> **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).

<sup>&</sup>lt;sup>d</sup> Includes an amount for Supplemental Dues.

<sup>&</sup>lt;sup>e</sup> 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.

				Eı	nployer P	ayments		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 <sup>e</sup>	Sund	day &
(Journeyperson)	Ho	urly	and		and		Payments		Hou	rly					Hol	iday
	Ra	ite	Welfare		Holiday <sup>d</sup>				Ra	te	1 1	/2X	1 1	/2X	22	X
Classification Gro	oup <sup>a</sup>															
	Area 1 <sup>b</sup>	Area 2	С						Area 1 <sup>b</sup>	Area 2 <sup>c</sup>	Area 1	Area 2 <sup>c</sup>	Area 1 <sup>b</sup>	Area 2 <sup>c</sup>	Area 1 <sup>b</sup>	Area 2 <sup>c</sup>
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

<sup>#</sup> Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet at <a href="http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp">http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp</a>. 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 <a href="http://www.dir.ca.gov/das/das.html">http://www.dir.ca.gov/das/das.html</a>.

**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 <a href="http://www.dir.ca.gov/OPRL/PWD">http://www.dir.ca.gov/OPRL/PWD</a>. 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 <a href="http://www.dir.ca.gov/OPRL/PWD">http://www.dir.ca.gov/OPRL/PWD</a>. 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

<sup>&</sup>lt;sup>a</sup> For classifications within each group, see below.

<sup>&</sup>lt;sup>b</sup> **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.

<sup>&</sup>lt;sup>c</sup> **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).

<sup>&</sup>lt;sup>d</sup> Includes an amount for Supplemental Dues.

<sup>&</sup>lt;sup>e</sup> 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.

				Eı	mployer Pa	yments		Str	aight-Tin	ne		C	vertime I	Hourly Ra	ite	
Classification (Journeyperson	n) H	Basic lourly Rate	Health and Welfare		Vacation and Holiday <sup>d</sup>	Training	Other Payments	Hours	To Hot Ra	ırly	Dai:	,	Satur 1 1/2	,	Sund and Holi 22	d day
Classification ( First Shift									Area 1 <sup>b</sup>	Area 2 <sup>c</sup>	Area 1 <sup>b</sup>	Area 2 <sup>c</sup>	Area 1 <sup>b</sup>	Area 2 <sup>c</sup>		Area 2 <sup>c</sup>
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 <sup>b</sup>	Area 2 <sup>c</sup>	Area 1 <sup>b</sup>	Area 2 <sup>c</sup>	Area 1 <sup>b</sup>	Area 2 <sup>c</sup>	Area 1 <sup>t</sup>	Area 2 <sup>c</sup>
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

<sup>#</sup> Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet @ <a href="http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWage/Start.asp">http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWage/Start.asp</a>. 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 <a href="http://www.dir.ca.gov/das/das.html">http://www.dir.ca.gov/das/das.html</a>.

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.

<sup>&</sup>lt;sup>a</sup> For classifications within each group, see below.

<sup>&</sup>lt;sup>b</sup> **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.

<sup>&</sup>lt;sup>c</sup> 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).

<sup>&</sup>lt;sup>d</sup> Includes an amount for Supplemental Dues.

<sup>&</sup>lt;sup>e</sup> 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			Straight-Time		Overtime Hourly Rate		
Classification	Basic	Health	Pension a	Vacation	Training	Other	Hours	Total	Daily <sup>f</sup>	Saturday cf	Sunday
(Journeyperson)	Hourly	and		and		Payments		Hourly			And
	Rate	Welfare e		Holiday <sup>b</sup>				Rate	1 1/2X	1 1/2X	Holiday <sup>g</sup>
TDAFFIC CONTROL AND	DEL ATED	CI ACCITICA	TIONE								
TRAFFIC CONTROL AND	KELATED	CLASSIFICA	MIIONS								
AREA 1 <sup>d</sup>											
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	Overtime Hourly Rate			
Classification	Basic	Health d	Pension a	Vacation	Training	Other	Hours	Total	Daily <sup>f</sup>	Saturday c	f Sunday	
(Journeyperson)	Hourly	and		and		Payments		Hourly			and	
	Rate	Welfare		Holiday <sup>b</sup>				Rate	1 1/2X	1 1/2X	Holiday <sup>g</sup>	
~ .										-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 <a href="http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp">http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp</a>. 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 <a href="http://www.dir.ca.gov/das/das.html">http://www.dir.ca.gov/OPRL/PWAppWageStart.asp</a>. 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 <a href="http://www.dir.ca.gov/das/das.html">http://www.dir.ca.gov/OPRL/PWAppWageStart.asp</a>.
- a Includes an amount for the Annuity Trust Fund.
- b Includes an amount for Supplemental Dues.
- c Saturdays or scheduled sixth (6<sup>th</sup>) 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 <a href="http://www.dir.ca.gov/OPRL/PWD">http://www.dir.ca.gov/OPRL/PWD</a>. 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			Straight-Time			Overtime Hourly Rate			
Classification <sup>b</sup> (Journeyperson)	Basic Hourly Rate	Health and Welfare	Pension	Vacation and Holiday <sup>c</sup>	Training	Other Payments	Hours <sup>d</sup>	Total Hourly Rate	Daily 1 1/2X	Saturday <sup>a</sup>	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	

<sup>#</sup> 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.

<sup>&</sup>lt;sup>a</sup> 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.

<sup>&</sup>lt;sup>b</sup> For classifications within each group, see page 45.

<sup>&</sup>lt;sup>c</sup> 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				Straight-Time		O\	Rate	
Classification <sup>b</sup> (Journeyperson)	Basic Hourly	Health and	Pension	Vacation and	Training	Other Payments	Hours	Total Hourly	Daily	Saturday <sup>a</sup>	Sunday and Holiday
	Rate	Welfare		Holiday <sup>c</sup>				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

<sup>#</sup> 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.

<sup>&</sup>lt;sup>a</sup> 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.

<sup>&</sup>lt;sup>b</sup> For classifications within each group, see page 45.

<sup>&</sup>lt;sup>c</sup> 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			-	Straight-Time			Overtime Hourly Rate		
Classification (Journeyperson)	Basic Hourly	Health and	Pension	Vacation and	Training	Other Payments	Hours <sup>d</sup>	Total Hourly	Daily <sup>c</sup>	Saturday <sup>a</sup>	Sunday and Holiday	
	Rate	Welfare		Holiday <sup>b</sup>				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	Overtime Hourly Rate		
Classification (Journeyperson)	Basic Hourly	Health and	Pension	Vacation and	Training	Other Payments	Hours	Total Hourly	Daily <sup>c</sup>	Saturday <sup>a</sup>	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

<sup>#</sup> 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.

<sup>&</sup>lt;sup>a</sup> 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.

<sup>&</sup>lt;sup>b</sup> Includes an amount for supplemental dues.

<sup>&</sup>lt;sup>c</sup> 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				Straight-Time		Overtime Hourly Rate		
Classification <sup>b</sup> (Journeyperson)	Basic Hourly	Health and	Pension	Vacation and	Training	Other Payments	Hours <sup>d</sup>	Total Hourly	Daily	Saturday <sup>a</sup>	Sunday and Holiday
	Rate	Welfare		Holiday <sup>c</sup>				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.

<sup>&</sup>lt;sup>b</sup> 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				Straight-Time		Overtime Hourly Rate		y Rate
Classification <sup>b</sup> (Journeyperson)	Basic Hourly	Health and	Pension	Vacation and	Training	Other Payments	Hours	Total Hourly	Daily	Saturday <sup>a</sup>	Sunday and Holiday
	Rate	Welfare		Holiday <sup>c</sup>				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

<sup>#</sup> 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.

<sup>&</sup>lt;sup>b</sup> For classifications within each group, see page 47.

<sup>&</sup>lt;sup>c</sup> 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 <sup>a</sup> (Journeyperson)	Basic Hourly	Health and	Pension	Vacation and	Training	Other Payments	Hours	Total Hourly	Daily	Saturdayb	Sunday/ Holiday
(Journeyperson)	Rate <sup>g</sup>	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) <sup>e</sup>											
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 <sup>d</sup>	54.545 <sup>d</sup>	65.66 <sup>d</sup>
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 <sup>nd</sup> 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 <sup>rd</sup> 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 <sup>d</sup>	53.045 <sup>d</sup>	63.66 <sup>d</sup>
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 <sup>st</sup> 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 <sup>nd</sup> 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 <sup>rd</sup> 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 <a href="http://www.dir.ca.gov/oprl/pwd">http://www.dir.ca.gov/oprl/pwd</a>. 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 IOURNEYMAN THE GUNITE TRAINER RECEIVES THE IOURNEYMAN 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 <sup>f</sup>	Health and Welfare	Pension	Vacation and Holiday	Training	Other Payments	Hours	Total Hourly Rate	Daily 1 1/2X	Saturday <sup>b</sup>	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) <sup>e</sup>	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 <sup>d</sup>	59.045 <sup>d</sup>	71.66 <sup>d</sup>
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 <sup>nd</sup> 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 <sup>rd</sup> 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 <sup>d</sup>	57.32 <sup>d</sup>	69.36 <sup>d</sup>
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 <sup>nd</sup> 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 <sup>rd</sup> 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 <a href="http://www.dir.ca.gov/oprl/pwappwage/pwappwagestart.asp">http://www.dir.ca.gov/oprl/pwappwage/pwappwagestart.asp</a>. 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 <a href="http://www.dir.ca.gov/das/das.html">http://www.dir.ca.gov/das/das.html</a>.

- 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 <a href="http://www.dir.ca/gov/oprl/pwd">http://www.dir.ca/gov/oprl/pwd</a>. 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 <a href="http://www.dir.ca.gov/oprl/pwd">http://www.dir.ca.gov/oprl/pwd</a>. 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 Ra			te	
Classification (Journeyperson)	Basic Hourly	Health and	Pension	Vacation/ Holiday <sup>a</sup>	Training	Other Payments		Total Hourly	Daily	Saturday <sup>c</sup>	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
Bit grinder, blaster, driller, and potman, gunite and sho raise work, nipper, nozzlema	tcrete guni	nan and po	otman, he	aderman, hi	gh pressui	re nozzlen					
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 (woo	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, trackm	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	eboundmai	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 <a href="http://www.dir.ca.gov/OPRL/PWD">http://www.dir.ca.gov/OPRL/PWD</a>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

<sup>#</sup> Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet @ <a href="http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp">http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp</a>. 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 <a href="http://www.dir.ca.gov/das/das.html">http://www.dir.ca.gov/das/das.html</a>.

<sup>&</sup>lt;sup>a</sup> Includes an amount for supplemental dues.

<sup>&</sup>lt;sup>b</sup> 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.

<sup>&</sup>lt;sup>c</sup> 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

		l	Employer	Payments			Strai	ght-Time	Ov	<u>ertime Hourly I</u>	Rate
Classification (Journeyperson)	Basic Hourly	Health and	Pension	Vacation/ Holiday <sup>a</sup>	Training	Other Payments		Total Hourly	Daily	Saturday <sup>c</sup>	Sunday and
(Journeyperson)	Rate	Welfare		Honday		1 ayıncınıs	•	Rate	1 1/2X	1 1/2X	Holiday
Diamond driller, groundmar	n, gunite oi	:									
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, and potman, gunite and sho raise work, nipper, nozzlema	tcrete gun	man and po	otman, he	aderman, h	igh pressu	re nozzler			,	, ,	
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,	timberman	ı, retimbern	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	uding					
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	eboundmaı	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 <a href="http://www.dir.ca.gov/OPRL/PWD">http://www.dir.ca.gov/OPRL/PWD</a>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

<sup>#</sup> Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet @ <a href="http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp">http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp</a>. 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 <a href="http://www.dir.ca.gov/das/das.html">http://www.dir.ca.gov/das/das.html</a>.

<sup>&</sup>lt;sup>a</sup> Includes an amount for supplemental dues.

<sup>&</sup>lt;sup>b</sup> 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.

<sup>&</sup>lt;sup>c</sup> 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 <sup>c</sup>	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	<sup>b</sup> 34.26	7.50	4.05	-	0.10	-	8	45.91	<sup>d</sup> 63.04	80.17	80.17
Parking Lots, Gamecourts, Playgrounds	<sup>b</sup> 29.12	7.50	4.05	-	0.10	-	8	40.77	<sup>d</sup> 55.33	69.89	69.89
Protective Coating, Resurfacing, Pavement Sealing, Including Repair When Done in Conjunction With Pavement Sealing	<sup>b</sup> 29.46	7.50	4.05	-	0.10	-	8	41.11	<sup>d</sup> 55.84	70.57	70.57

<sup>#</sup> Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet at <a href="http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp">http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp</a>. 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 <a href="http://www.dir.ca.gov/das/das.html">http://www.dir.ca.gov/das/das.html</a>.

**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 <a href="http://www.dir.ca.gov/OPRL/PWD">http://www.dir.ca.gov/OPRL/PWD</a>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

<sup>&</sup>lt;sup>a</sup> 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.

<sup>&</sup>lt;sup>b</sup> Includes an amount withheld for Dues Check-Off.

<sup>&</sup>lt;sup>c</sup> 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	t-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	<sup>a</sup> .91	-	8	\$18.42	<sup>b</sup> \$25.865	\$33.31	\$33.31
Shuttleperson, Applicator Operator, Squeegeeperson	13.18	1.72	.90	<sup>a</sup> .91	-	8	16.71	<sup>b</sup> 23.30	29.89	29.89
Traffic Surface Protective Coating Applicator	15.51	1.72	.90	<sup>a</sup> .91	-	8	19.04	<sup>b</sup> 26.795	34.55	34.55
Traffic Controlperson	9.00	1.72	.90	<sup>a</sup> .91	-	8	12.53	<sup>b</sup> 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 <sup>a</sup>	Training	Other Payments	Hours	Total Hourly Rate	1-1/2X <sup>b</sup>	Holiday <sup>c</sup> 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 <sup>d</sup>	29.02	7.49	10.16	2.73	0.44	0.15	8	49.99	64.500	79.01
Lead Removal Worker <sup>e</sup>	28.02	7.49	10.16	2.73	0.44	0.15	8	48.99	63.000	77.01

<sup>&</sup>lt;sup>a</sup> Includes an amount for Supplemental Dues.

(Recognized Holidays and Subsistence Payment footnotes listed on page 52C)

<sup>&</sup>lt;sup>b</sup> 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 7<sup>th</sup> consecutive day of work in a workweek.

<sup>&</sup>lt;sup>c</sup> 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 7<sup>th</sup> 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.

<sup>&</sup>lt;sup>e</sup> 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 <a href="http://www.dir.ca.gov/OPRL/PWD">http://www.dir.ca.gov/OPRL/PWD</a>. Holiday provisions 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: # 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.

			Employer Payments					t-Time	Overtime Hourly Rate		
CLASSIFICATION (JOURNEYPERSON)	Basic Hourly Rate	Health and Welfare	Pension	Vacation and Holiday	Training	Other	Hours <sup>b</sup>	Total Hourly Rate	Daily	Saturday <sup>c</sup> 1 1/2X	Sunday and Holiday
Cement Mason	\$31.00	8.20	10.30	5.32 <sup>a</sup>	0.47	0.17	8	55.46	70.96	70.96 <sup>d</sup>	86.46
Mastic Magnesite Gypsum Polyester, Resin and all c masons, swing or slip for scaffolds	omposition	8.20	10.30	5.32 <sup>b</sup>	0.47	0.17	8	56.21	72.085	5 72.085 <sup>d</sup>	87.96

<sup>#</sup> Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet @ <a href="http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp">http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp</a>. 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 <a href="http://www.dir.ca.gov/das/das.html">http://www.dir.ca.gov/das/das.html</a>.

**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 <a href="http://www.dir.ca.gov/OPRL/PWD">http://www.dir.ca.gov/OPRL/PWD</a>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

<sup>&</sup>lt;sup>a</sup> Includes an amount for supplemental dues.

<sup>&</sup>lt;sup>b</sup> 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 (2<sup>nd</sup>) 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 (3<sup>rd</sup>) 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.

<sup>&</sup>lt;sup>c</sup> 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.

### 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 <sup>b</sup> 1 1/2X	Sunday and Holiday
Cement Mason	\$34.00	8.20	10.30	5.32 <sup>a</sup>	0.47	0.17	8	58.46	73.96	73.96 <sup>c</sup>	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

<sup>#</sup> Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet @ <a href="http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp">http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp</a>. 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 <a href="http://www.dir.ca.gov/das/das.html">http://www.dir.ca.gov/das/das.html</a>.

**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 <a href="http://www.dir.ca.gov/OPRL/PWD">http://www.dir.ca.gov/OPRL/PWD</a>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

<sup>&</sup>lt;sup>a</sup> Includes an amount for supplemental dues.

<sup>&</sup>lt;sup>b</sup> 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).

<sup>&</sup>lt;sup>c</sup> 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	time Hourly	<u>Rate</u>
CLASSIFICATION	Basic	Health	Pension	Vacation	Training	Other	Hours	Total	Daily <sup>b</sup>	Saturday <sup>b</sup>	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

<sup>#</sup> Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet @ <a href="http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp">http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp</a>. 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 <a href="http://www.dir.ca.gov/das/das.html">http://www.dir.ca.gov/das/das.html</a>.

### 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	<b>Proofload Testing</b>
		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 <a href="http://www.dir.ca.gov/OPRL/PWD">http://www.dir.ca.gov/OPRL/PWD</a>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

<sup>&</sup>lt;sup>a</sup> Amount shall be paid for all hours worked up to 173 hours per month.

<sup>&</sup>lt;sup>b</sup> 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: #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	Overt	ime Hourly	Rate
CLASSIFICATION	Basic	Health	Pension	Vacation	Training	Other	Hours	Total	Daily <sup>b</sup>	Saturday <sup>b</sup>	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

<sup>#</sup> Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet @ <a href="http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp">http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp</a>. 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 <a href="http://www.dir.ca.gov/das/das.html">http://www.dir.ca.gov/das/das.html</a>.

### **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 <a href="http://www.dir.ca.gov/OPRL/PWD">http://www.dir.ca.gov/OPRL/PWD</a>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

<sup>&</sup>lt;sup>a</sup> Amount shall be paid for all hours worked up to 173 hours per month.

<sup>&</sup>lt;sup>b</sup> 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	<u>nt-Time</u>	Ove	rtime Hou	rly Rate
Classification <sup>g</sup>	Basic	Health	Pension	Vacation/	Training	Other	Hours	Total	Daily	Saturday <sup>b</sup>	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	<sup>a</sup> \$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	MP TRUC	K YARDAO	GE RATE						
Group 7		USE APP	ROPRIAT	E RATE FO	OR THE I	POWER U	NIT OR	THE E	QUIPME	NT UTILI	ZED

Group 8 (Trainee)<sup>c</sup>

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

<sup>&</sup>lt;sup>a</sup> Supplemental Dues and Contract Administration.

<sup>&</sup>lt;sup>b</sup> 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.

<sup>&</sup>lt;sup>c</sup> 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.

<sup>&</sup>lt;sup>d</sup> Sixty-five percent (65%) of the Journey level wage for the type of equipment operated, plus full fringes without Vacation/Holiday.

<sup>&</sup>lt;sup>e</sup> Seventy-five percent (75%) of the Journey level wage for the type of equipment operated, plus full fringes without Vacation/Holiday.

<sup>&</sup>lt;sup>f</sup> Eighty-five percent (85%) of the Journey level wage for the type of equipment operated, plus full fringes without Vacation/Holiday.

<sup>&</sup>lt;sup>g</sup> 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.

			Em	oloyer Paym	ents		Straig	ht-Time	Ove	ertime Hou	rly Rate
Classification <sup>g</sup>	Basic	Health	Pension	Vacation/	Training	Other	Hours	Total	Daily	Saturdayb	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 DUI	MP TRUC	K YARDAO	GE RATE						
Group 7		USE APP	PROPRIAT	E RATE FO	OR THE I	POWER U	NIT O	R THE E	QUIPME	NT UTIL	IZED

Group 8 (Trainee)<sup>c</sup>

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

<sup>&</sup>lt;sup>a</sup> Supplemental Dues and Contract Administration.

<sup>&</sup>lt;sup>b</sup> 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.

<sup>&</sup>lt;sup>c</sup> 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.

<sup>&</sup>lt;sup>e</sup> 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.

<sup>&</sup>lt;sup>g</sup> For classifications within each group, see page 56.

### CRAFT: ## LANDSCAPE MAINTENANCE LABORER

(APPLIES ONLY TO ROUTINE LANDSCAPE MAINTENANCE WORK NOT NEW LANDSCAPE CONSTRUCTION)<sup>1</sup>

**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	-	<sup>a</sup> 0.14	0.24	-	8	<sup>b</sup> 9.81	<sup>в</sup> 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	<sup>в</sup> 9.34	<sup>в</sup> 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	-	-	<sup>d</sup> 0.19	0.19	-	8	<sup>b</sup> 9.38	<sup>b</sup> 13.88
Kings	9.00	-	-	e 0.25	0.25	-	8	<sup>b</sup> 9.50	<sup>b</sup> 14.00
Lake and Mendocino	9.00	-	-	f 0.13	0.03	-	8	<sup>в</sup> 9.16	<sup>в</sup> 13.66
	9.00	-	-	g 0.14	0.03	-	8	<sup>в</sup> 9.17	<sup>в</sup> 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	-	-	<sup>q</sup> 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	-	-	<sup>h</sup> 0.15	0.18	-	8	<sup>в</sup> 9.33	<sup>b</sup> 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	<sup>b</sup> 9.61	<sup>b</sup> 14.11
San Mateo	9.00	0.43	-	<sup>j</sup> 0.12	0.14	-	8	<sup>b</sup> 9.69	<sup>b</sup> 14.19
	9.00		-	k 0.13	0.17	-	8	<sup>b</sup> 9.30	b 13.80
Santa Clara	9.00	0.03	-	10.13	0.18	-	8	<sup>в</sup> 9.34	<sup>ь</sup> 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	-	-	<sup>m</sup> 0.13	0.16	-	8	<sup>b</sup> 9.29	<sup>b</sup> 13.79
	9.00	0.38	-	<sup>n</sup> 0.15	0.19	-	8	<sup>b</sup> 9.72	b 14.22
Stanislaus and Tuolumne	9.00	-	-	0.115	0.14	-	8	9.255	
	9.00	-	-	° 0.13	0.11	-	8	<sup>b</sup> 9.24	<sup>b</sup> 13.74
Tehama	9.00	-	-	0.12	0.19	-	8	9.31	13.81
Tulare	9.00	0.69	-	<sup>p</sup> 0.12	-	-	8	<sup>b</sup> 9.81	<sup>b</sup> 14.31
Yolo	9.00	-	-	-	0.14	-	8	9.14	13.64
***	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.
- <sup>c.</sup> \$0.25 after 7 years of service.
- d. \$0.38 after 3 years of service.
- <sup>e.</sup> \$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.
- <sup>j.</sup> \$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.
- <sup>n.</sup> \$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.
- <sup>q</sup> \$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 <a href="http://www.dir.ca.gov/OPRL/PWD">http://www.dir.ca.gov/OPRL/PWD</a>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

<sup>&</sup>lt;sup>1</sup> 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:

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.

				Emp	oloyer Paym	nents			Straight-Tim	e		Overtime I	Hourly Rate	
Classification (Journeyperson)	Но	isic urly ate	Health and Welfare	Pension	Vacation and Holiday <sup>c</sup>	Training	Other Payments	Hours <sup>e</sup>	Ho	otal urly ate	Satu	ily/ rday <sup>d</sup> /2X		ay and iday X
Classification Group	Area 1a	Area 2 <sup>b</sup>							Area 1a	Area 2 <sup>b</sup>	Area 1a	Area 2 <sup>b</sup>	Area 1a	Area 2 <sup>b</sup>
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.

<sup>#</sup> 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.

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-23-63-1-2015-2C

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.

				Emp	oloyer Paym	ents		Str	aight-Time			Overtime I	Hourly Rate	
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 <sup>d</sup>	Hol	iday
	Ra	ate	Welfare		Holiday <sup>c</sup>				Ra	ate	1 1	/2X	2	Χ
Classification Group														
	Area 1a	Area 2 <sup>b</sup>							Area 1a	Area 2 <sup>b</sup>	Area 1a	Area 2 <sup>b</sup>	Area 1a	Area 2 <sup>b</sup>
Underground Rate														
Group 1-A	\$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 1	\$40.78	\$42.78	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$70.21	\$72.21	\$90.60	\$93.60	\$110.99	\$114.99
Group 2	\$39.37	\$41.37	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$68.80	\$70.80	\$88.49	\$91.49	\$108.17	\$112.17
Group 3	\$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
Group 4	\$36.59	\$38.59	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$66.02	\$68.02	\$84.32	\$87.32	\$102.61	\$106.61
Group 5	\$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
Shafts Stopes & Raises														
Group 1-A	\$43.68	\$45.68	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$73.11	\$75.11	\$94.95	\$97.95	\$116.79	\$120.79
Group 1	\$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
Group 2	\$39.48	\$41.48	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$68.91	\$70.91	\$88.65	\$91.65	\$108.39	\$112.39
Group 3	\$38.00	\$40.00	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$67.43	\$69.43	\$86.43	\$89.43	\$105.43	\$109.43
Group 4	\$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 5	\$35.43	\$37.43	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$64.86	\$66.86	\$82.58	\$85.58	\$100.29	\$104.29

### 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 Registal Mechine Operator

Tunnel Boring Machine Operator 10 ft up to 20 ft

### GROUP:

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 Motorman

### GROUP 5 Bit Sharpen

Bit Sharpener
Brakeman
Combination Mixer and Compressor (Gunite)
Compressor Operator
Assistant to Engineer
Pump Operator
Slusher Operator

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.

<sup>#</sup> 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.

<sup>&</sup>lt;sup>a</sup> 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.

b 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.

<sup>&</sup>lt;sup>d</sup> 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.

### FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

## **CRAFT: TREE MAINTENANCE<sup>1</sup> (LABORER)**

**DETERMINATION:** NC-102-X-21-2015-1

**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. Portions of the State of California above the Northerly boundary of Kern and San Luis Obispo Counties, and the Westerly boundaries of Inyo and Mono Counties.

	_		Employ	er Paymer	its		Straight	-Time	Overtime H	lourly Rate
CLASSIFICATION(s) <sup>a</sup> (Journeyperson)	Basic Hourly Rate	Health and Welfare	Pension	Vacation and Holiday	Training	Other	Hours	Total Hourly Rate	Daily 1 1/2X <sup>b</sup>	Sunday/ Holiday 2X
Senior Tree Trimmer Tree Trimmer Groundsperson	\$18.00 \$16.00 \$13.25	- - -	\$0.25 \$0.25 \$0.25	\$1.57 \$1.37 \$1.22	- - -	\$0.01 \$0.01 \$0.01	8 8 8	\$19.83 \$17.63 \$14.73	\$28.83 \$25.63 \$21.355	\$37.83 \$33.63 \$27.98

<sup>&</sup>lt;sup>a</sup> There shall be at least one Senior Tree Trimmer on crews of three or more.

**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 <a href="http://www.dir.ca.gov/oprl/pwd">http://www.dir.ca.gov/oprl/pwd</a>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

<sup>&</sup>lt;sup>b</sup> Monday thru Saturday shall constitute a workweek. Rate applies to first 4 overtime hours Monday thru Saturday, and all time worked in excess of forty (40) hours per workweek. All other time is paid at the Sunday and Holiday double-time rate.

<sup>&</sup>lt;sup>1</sup> This determination does not apply to the work of a landscape laborer employed on landscape construction (work incidental to construction or post-construction maintenance during the plant installation and establishment period) or to tree trimming work involving line clearance.

# ATTACHMENT G

# **Encroachment Permit**

STATS OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION **ENCROACHMENT PERMIT** TR-0120 (REV. 2/98) Permit No. 1015-NRM-0249 Dist/Co/Rte/PM In compliance with (Check one): 10-STA-5-15.85 Your application of April 28, 2015 Utility Notice No. of June 10, 2015 Fee Paid Deposit Agreement No. of \$ Exempt Performance Bond Amount (1) Payment Bond Amount (2) R/W Contract No. of \$ N/A \$ N/A Bond Number (1) Bond Number (2) TO: Stanislaus County Department of Public Works 1716 Morgan Road Modesto, CA 95358 ATTN: Norma Williams TEL: (209) 525-4174 , PERMITTEE and subject to the following, PERMISSION IS HEREBY GRANTED to: Rehabilitate pavement on Sperry Road adjacent to Interstate Route 5. Placement of construction area signage will be proposed by the contractor and approved with the contractor's (double) permit. The District Permit Engineer has granted an exemption for the preparation of a storm water document for this permit due to little or no impacts to storm water discharge during activities of the permit. Attached is storm water special provision for minimal or no impact, form TR-0400. The permit applicant has also indicated that the construction contractor will prepare the construction phasing plans and traffic control plans (TCP) for sign placement in State Right of Way. Please allow time for the TCP to be reviewed and approved before the issuance of the contractor's (Double) Permit. The construction windows have been requested under this permit and are attached. The following attachments are also included as part of this permit In addition to fee, the permittee will be billed (Check applicable): actual costs for: Yes No General Provisions Review Yes No Yes No **Utility Maintenance Provisions** Inspection Yes No Special Provisions Yes No T, TR-0400 Field Work Yes No A Cal-OSHA permit required prior to beginning work; Yes No (If any Caltrans effort expended) The information in the environmental documentation has been reviewed and is considered prior to approval of this Yes No This permit is expires on October 15, 2015 This permit is to be strictly construed and no other work other than specifically mentioned is hereby authorized. No project work shall be commenced until all other necessary permits and environmental clearances have been obtained 1 - Permittee APPROVED: 2 - Field Inspector, R. Afzal 1 - Maintenance 1 - PIO DENNIS AGAR, District Director 1 - File

For -

NELSON MAGSAYO, District Permit Engineer

Paul C.

15-0249 June 10, 2015 Page 2 of 4

In accordance with General Provision No. 6, **SEVEN WORKING DAYS PRIOR** to the start of this work, Permittee shall notify the State Representative **ROHULLAH AFZAL**, 908 N. Emerald Avenue, Modesto, CA 95351, (209) 576-6299. All work under this permit must meet with the approval of the State Representative.

Failure on the Permittee's part to comply with any provision will be cause for revocation of this permit.

IMMEDIATELY FOLLOWING COMPLETION OF WORK PERMITTED HEREIN, PERMITTEE SHALL FILL OUT AND MAIL NOTICE OF COMPLETION PROVIDED BY GRANTOR.

Permittee's attention is directed to Section 6, "CONTROL OF MATERIALS", of the State Standard Specifications Reference to Engineer in the State Standard Specifications shall include State Representative.

Permittee is directed to Standard Specification section 7-1.11 Preservation of Property, and Business and Professions Code, Section 8771. Permittee shall physically inspect the work site and locate survey monuments prior to work commencement. Monuments shall be referenced or reset in accordance with Business and Professions Code.

A **pre-job conference** with the Permittee, Contractor, and State Representative may be required prior to start of work. Permittee shall contact the State Representative and arrange the meeting. This meeting may be waived at the discretion of the State Representative.

Notwithstanding General Provision #4, your contractor is required to apply for and obtain an encroachment Permit prior to start of work.

Permittee shall, prior to commencement of any work, provide the State Representative with the **name** and phone number of the person in responsible charge of the work to be performed under this permit.

Before commencing work, permittee must obtain written concurrence from the State Highway Resident Engineer on the scheduling of the proposed work. Contact Richard Onochie at (209) 599-0834.

This permit is not valid until permittee has obtained permission from adjacent property owners, Irrigation Districts, Cities, Counties or other interested parties to perform the proposed work.

Permittee/contractor shall work with the State representative to request the necessary lane closures needed. Request shall be made the week prior to the actual work. The State representative shall submit closure by Wednesday afternoon of the week prior through the Lane Closure System (LCS) for Traffic Management Center (TMC) approval.

All Lane closures shall be called in by either the contractor or the premittee to the TMC when the closure begins (10-97), ends (10-98), or is cancelled (10-22). The TMC can be reached (24-7) at (209) 948-7556 or 7551.

Use proper traffic control devices throughout the duration of the project as per the latest Caltrans Standard Specifications and Standard Plans.

15-0249 June 10, 2015 Page 3 of 4

All night-time work requires COZEEP and will be coordinated by State representative. The State representative shall advise permittee that COZEEP must be present since night-time work is only allowed per the lane closure chart.

Except when necessary, as determined by the State Representative, no installation, construction equipment or personal vehicles shall operate or park within the traveled way.

Except when necessary, as determined by the State Representative, no access, installation, construction equipment, or personal vehicles shall operate from or park within any portion of the State Highway right of way.

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. Lane line or centerline pavement delineation shall be provided at all times for traveled ways open to public traffic. On multilane roadways edge line delineation shall be provided at all times for traveled ways open to public traffic.

Whenever lane lines and centerlines are obliterated, the minimum lane line and centerline delineation to be provided shall be temporary, reflective, raised pavement markers placed at longitudinal intervals of not more than 24 feet. The temporary, reflective, raised pavement markers shall be the same color as the lane line or centerline markers they replace.

All work shall be conducted in such a manner that any excavation, excavated earth, materials and equipment will not cause any inconvenience to the highway traffic or to traffic entering the highway from any public or private approach.

No earth or construction materials are to be dragged or scraped across the highway pavement. No excavated earth shall be placed or allowed to remain at a location where it can be tracked onto the highway traveled way or any public or private approach by the Permittee's construction contractor's equipment, or by traffic entering or leaving the highway traveled way. Any excavated earth or mud so tracked onto the highway pavement or public or private approach shall be immediately removed by the Permittee.

Surfacing shall conform to Caltrans Standard Specifications, Section 6 and 39, respectively.

In accordance with General Provision No. 22, **AS-BUILT PLANS** shall be provided upon completion of construction of the authorized work.

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 comply with California Occupational Safety and Health Administration (Cal-OSHA) regulations addressing naturally occurring lead and/or aerial deposited lead for projects involving soil disturbance. The Lead Compliance Plan shall contain the elements listed in Title 8, California Code of Regulations, Section 153.

The permittee shall indemnify and save harmless the State of California and all officers and employees thereof connected with the work or activity authorized by this permit, including but not limited to the Director and the Engineer, from all claims, suits or actions of every name, kind and description, brought forth, or on account of, injuries to or death of any person including but not limited workmen or participants and the public, or damage to property resulting from the performance of the activity authorized by the permit, except as otherwise provided by statute. The duty of the permittee to

15-0249 June 10, 2015 Page 4 of 4

indemnify and save harmless includes the duties to defend as set forth in Section 2778 of the Civil Code.

Permittee shall fully conform to the requirements of the Caltrans statewide NPDES Storm Water Permit, Order No. 2012-0011-DWQ, NPDES No. CAS000003, re-issued by the State Water Resources Control Board on September 19, 2012 and effective July 1, 2013. The Permittee shall also conform to the requirements of the General NPDES Permit for construction Activities and any subsequent General Permit in effect at the time of issuance of this Encroachment Permit. These permits regulate storm water discharges associated with year-round construction or special event encroachment activities.

For all projects of 1 acre or more the Permittee shall develop, implement, and maintain a **Storm Water Pollution Prevention Plan (SWPPP)** and for projects less than 1 acre a **Water Pollution Control Program (WPCP)**. Either the Plan or Program shall also conform to the requirements of the Caltrans Storm Water Quality Handbook, Construction Contractor's Guide and Specifications and Caltrans Specification Section 7-1-.01G and subsequent revisions.

No lane closures, shoulder closures or other traffic restrictions shall be allowed on the following day(s): January 1 – New Years Day, Martin Luther King Jr. Day, Lincoln's Birthday, Washington's Birthday, Cesar Chavez Day, Memorial Day, July 4 – Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Friday Day after Thanksgiving, December 25 - Christmas Day. When a holiday falls on a Sunday, it is observed on the following Monday.

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## D-10 TRAFFIC MANAGEMENT: PERMIT DELIVERY- MEMO

To: Paul Cavanaugh	From: Jasmine Noriega D-10 Traffic Management	Date: 05/13/2015
Cc: FILE, District 10 PIO	Phone: 209-948-7076	
MARINE CO.		5

Re: Permit # 1015-NRM-0249

The Traffic Management Branch has charged 3 hours to this permit to allocate for current and future lane closure requests through the LCS System and other corrections or modifications to the lane charts.

We request the following:

- a. Permitee/Contractor shall work with Permit Inspector to request the necessary lane closures needed. Requests shall be made the week prior to the actual work. Permit Inspector shall submit closure through the Lane Closure System (LCS) for our approval by Wednesday noon of the week prior.
- b. All lane closures shall be called in by either the Contractor to the Traffic Management Center (TMC) when the closure begins (10-97), ends (10-98), or is canceled (10-22). The TMC can be reached 24-7 at (209) 948-7556 or 7551.
- c. Use proper Traffic Control devices throughout the duration of the project as per Caltrans Standard Specifications.
- d. All night-time work requires COZEEP and will be coordinated by inspector. Inspector shall advise permit applicant that COZEEP must be present, since night-time work is only allowed per lane chart.

Please call if you have any questions regarding the attached information.

# Replace "Reserved" in section 12-4.05E with:

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### Replace section 12-4.05H with:

### 12-4.05H City Street Closures

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- 5. Closures of local roads will require City/County concurrence.
  6. The number of through traffic lanes in each direction of travel is 1.

Replace "Reserved" in section 12-4.04 with:

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Х	The full width of the traveled way must be open for use by traffic after 6am.	
XX	The full width of the traveled way must be open for use by traffic.	
XXX	The full width of the traveled way must be open for use by traffic until 9am.	
Н	Designated holiday	
SD	Special day	/*/

- AUTHORITY: The Department's authority to issue encroachment permits is provided under, Div. 1, Chpt. 3, Art. 1, Sect. 660 to 734 of the Streets and Highways Code.
- 2. REVOCATION: Encroachment permits are revocable on five days notice unless otherwise stated on the permit and except as provided by law for public corporations, franchise holders, and utilities. These General Provisions and the Encroachment Permit Utility Provisions are subject to modification or abrogation at any time. Permittees' joint use agreements, franchise rights, reserved rights or any other agreements for operating purposes in State highway right of way are exceptions to this revocation.
- DENIAL FOR NONPAYMENT OF FEES: Failure to pay permit fees when due can result in rejection of future applications and denial of permits.
- ASSIGNMENT: No party other than the permittee or permittee's authorized agent is allowed to work under this permit.
- ACCEPTANCE OF PROVISIONS: Permittee understands and agrees to accept these General Provisions and all attachments to this permit, for any work to be performed under this permit.
- 6. BEGINNING OF WORK: When traffic is not impacted (see Number 35), the permittee shall notify the Department's representative, two (2) days before the intent to start permitted work. Permittee shall notify the Department's Representative if the work is to be interrupted for a period of five (5) days or more, unless otherwise agreed upon. All work shall be performed on weekdays during regular work hours, excluding holidays, unless otherwise specified in this permit.
- 7. STANDARDS OF CONSTRUCTION: All work performed within highway right of way shall conform to recognized construction standards and current Department Standard Specifications, Department Standard Plans High and Low Risk Facility Specifications, and Utility Special Provisions. Where reference is made to "Contractor and Engineer," these are amended to be read as "Permittee and Department representative."
- PLAN CHANGES: Changes to plans, specifications, and permit
  provisions are not allowed without prior approval from the State
  representative.
- 9. INSPECTION AND APPROVAL: All work is subject to monitoring and inspection. Upon completion of work, permittee shall request a final inspection for acceptance and approval by the Department. The local agency permittee shall not give final construction approval to its contractor until final acceptance and approval by the Department is obtained.
- 10. PERMIT AT WORKSITE: Permittee shall keep the permit package or a copy thereof, at the work site and show it upon request to any Department representative or law enforcement officer. If the permit package is not kept and made available at the work site, the work shall be suspended.
- CONFLICTING ENCROACHMENTS: Permittee shall yield start
  of work to ongoing, prior authorized, work adjacent to or within the
  limits of the project site. When existing encroachments conflict with
  new work, the permittee shall bear all cost for rearrangements, (e.g.,
  relocation, alteration, removal, etc.).
- PERMITS FROM OTHER AGENCIES: This permit is invalidated
  if the permittee has not obtained all permits necessary and required by

- law, from the Public Utilities Commission of the State of California (PUC), California Occupational Safety and Health Administration (Cal-OSHA), or any other public agency having jurisdiction.
- 13. PEDESTRIAN AND BICYCLIST SAFETY: A safe minimum passageway of 4' shall be maintained through the work area at existing pedestrian or bicycle facilities. At no time shall pedestrians be diverted onto a portion of the street used for vehicular traffic. At locations where safe alternate passageways cannot be provided, appropriate signs and barricades shall be installed at the limits of construction and in advance of the limits of construction at the nearest crosswalk or intersection to detour pedestrians to facilities across the street. Attention is directed to Section 7-1.09 Public Safety of the Department Standard Specifications.
- 14. PUBLIC TRAFFIC CONTROL: As required by law, the permittee shall provide traffic control protection warning signs, lights, safety devices, etc., and take all other measures necessary for traveling public's safety. While providing traffic control, the needs and control of all road users [motorists, bicyclists and pedestrians, including persons with disabilities in accordance with the Americans with Disabilities Act of 1990 (ADA)] shall be an essential part of the work activity.
  - Day and night time lane closures shall comply with the California Manual on Uniform Traffic Control Devices (Part 6, Temporary Traffic Control), Standard Plans, and Standard Specifications for traffic control systems. These General Provisions are not intended to impose upon the permittee, by third parties, any duty or standard of care, greater than or different from, as required by law.
- 15. MINIMUM INTERFERENCE WITH TRAFFIC: Permittee shall plan and conduct work so as to create the least possible inconvenience to the traveling public; traffic shall not be unreasonably delayed. On conventional highways, permittee shall place properly attired flagger(s) to stop or warn the traveling public in compliance with the California Manual on Uniform Traffic Control Devices (Chapter 6E, Flagger Control).
- 6. STORAGE OF EQUIPMENT AND MATERIALS: The storage of equipment or materials is not allowed within State highway right-of-way, unless specified within the Special Provisions of this specific encroachment permit. If Encroachment Permit Special Provisions allow for the storage of equipment or materials within the State right of way, the equipment and material storage shall comply with Standard Specifications, Standard Plans, Special Provisions, and the Highway Design Manual. The clear recovery zone widths must be followed and are the minimum desirable for the type of facility indicated below: freeways and expressways 30', conventional highways (no curbs) 20', conventional highways (with curbs) 1.5'. If a fixed object cannot be eliminated, moved outside the clear recovery zone, or modified to be made yielding, it should be shielded by a guardrail or a crash cushion.
- 17. CARE OF DRAINAGE: Permittee shall provide alternate drainage for any work interfering with an existing drainage facility in compliance with the Standard Specifications, Standard Plans and/or as directed by the Department's representative.
- 18. RESTORATION AND REPAIRS IN RIGHT OF WAY: Permittee is responsible for restoration and repair of State highway right of way resulting from permitted work (State Streets and Highways Code, Sections 670 et. seq.).

- 19. RIGHT OF WAY CLEAN UP: Upon completion of work, permittee shall remove and dispose of all scraps, brush, timber, materials, etc. off the right of way. The aesthetics of the highway shall be as it was before work started.
- 20. COST OF WORK: Unless stated in the permit, or a separate written agreement, the permittee shall bear all costs incurred for work within the State right of way and waives all claims for indemnification or contribution from the State.
- ACTUAL COST BILLING: When specified in the permit, the Department will bill the permittee actual costs at the currently set hourly rate for encroachment permits.
- 22. AS-BUILT PLANS: When required, permittee shall submit one (1) set of folded as-built plans within thirty (30) days after completion and approval of work in compliance with requirements listed as follows:
  - Upon completion of the work provided herein, the permittee shall send one vellum or paper set of As-Built plans, to the State representative. Mylar or paper sepia plans are not acceptable.
  - All changes in the work will be shown on the plans, as issued with the permit, including changes approved by Encroachment Permit Rider.
  - 3. The plans are to be stamped or otherwise noted AS-BUILT by the permittee's representative who was responsible for overseeing the work. Any original plan that was approved with a State stamp, or Caltrans representative signature, shall be used for producing the As-Built plans.
  - 4. If As-Built plans include signing or striping, the dates of signing or striping removal, relocation, or installation shall be shown on the plans when required as a condition of the permit. When the construction plans show signing and striping for staged construction on separate sheets, the sheet for each stage shall show the removal, relocation or installation dates of the appropriate staged striping and signing.
  - As-Built plans shall contain the Permit Number, County, Route, and Post Mile on each sheet.
  - 6. Disclaimer statement of any kind that differ from the obligations and protections provided by Sections 6735 through 6735.6 of the California Business and Professions Code, shall not be included on the As-Built plans. Such statements constitute non-compliance with Encroachment Permit requirements, and may result in the Department of Transportation retaining Performance Bonds or deposits until proper plans are submitted. Failure to comply may also result in denial of future permits, or a provision requiring a public agency to supply additional bonding.
- 23. PERMITS FOR RECORD PURPOSES ONLY: When work in the right of way is within an area under a Joint Use Agreement (JUA) or a Consent to Common Use Agreement (CCUA), a fee exempt permit is issued to the permittee for the purpose of providing a notice and record of work. The Permittee's prior rights shall be preserved without the intention of creating new or different rights or obligations. "Notice and Record Purposes Only" shall be stamped across the face of the permit.
- 24. BONDING: The permittee shall file bond(s), in advance, in the amount set by the Department Failure to maintain bond(s) in full force and effect will result in the Department stopping of all work and revoking permit(s). Bonds are not required of public corporations or privately owned utilities, unless permittee failed to comply with the provision and conditions under a prior permit. The surety company is responsible for any latent defects as provided in California Code of Civil Procedures; Section 337.15. Local agency permittee shall comply with requirements established as follows: In recognition that

- project construction work done on State property will not be directly funded and paid by State, for the purpose of protecting stop notice claimants and the interests of State relative to successful project completion, the local agency permittee agrees to require the construction contractor furnish both a payment and performance bond in the local agency's name with both bonds complying with the requirements set forth in Section 3-1.02 of State's current Standard Specifications before performing any project construction work. The local agency permittee shall defend, indemnify, and hold harmless the State, its officers and employees from all project construction related claims by contractors and all stop notice or mechanic's lien claimants. The local agency also agrees to remedy, in a timely manner and to State's satisfaction, any latent defects occurring as a result of the project construction work.
- 25. FUTURE MOVING OF INSTALLATIONS: Permittee understands and agrees to relocate a permitted installation upon notice by the Department. Unless under prior property right or agreement, the permittee shall comply with said notice at his sole expense.
- 26. ARCHAEOLOGICAL/HISTORICAL: If any archaeological or historical resources are revealed in the work vicinity, the permittee shall immediately stop work, notify the Department's representative, retain a qualified archaeologist who shall evaluate the site, and make recommendations to the Department representative regarding the continuance of work.
- 27. PREVAILING WAGES: Work performed by or under a permit may require permittee's contractors and subcontractors to pay appropriate prevailing wages as set by the Department of Industrial Relations. Inquiries or requests for interpretations relative to enforcement of prevailing wage requirements are directed to State of California Department of Industrial Relations, 525 Golden Gate Avenue, San Francisco, California 94102.
- RESPONSIBILITY FOR DAMAGE: The State of California and all officers and employees thereof, including but not limited to the Director of Transportation and the Deputy Director, shall not be answerable or accountable in any manner for injury to or death of any person, including but not limited to the permittee, persons employed by the permittee, persons acting in behalf of the permittee, or for damage to property from any cause. The permittee shall be responsible for any liability imposed by law and for injuries to or death of any person, including but not limited to the permittee, persons employed by the permittee, persons acting in behalf of the permittee, or for damage to property arising out of work, or other activity permitted and done by the permittee under a permit, or arising out of the failure on the permittee's part to perform his obligations under any permit in respect to maintenance or any other obligations, or resulting from defects or obstructions, or from any cause whatsoever during the progress of the work, or other activity or at any subsequent time, work or other activity is being performed under the obligations provided by and contemplated by the permit.

The permittee shall indemnify and save harmless the State of California, all officers, employees, and State's contractors, thereof, including but not limited to the Director of Transportation and the Deputy Director, from all claims, suits or actions of every name, kind and description brought for or on account of injuries to or death of any person, including but not limited to the permittee, persons employed by the permittee, persons acting in behalf of the permittee and the public, or damage to property resulting from the performance of work or other activity under the permit, or arising out of the failure on the permittee's part to perform his obligations under any permit in respect to maintenance or any other obligations, or resulting from defects or obstructions, or from any cause whatsoever during the progress of the work, or other activity or at any subsequent time, work or other activity is being performed under the obligations provided by and contemplated by the permit, except as otherwise provided by statute.

The duty of the permittee to indemnify and save harmless includes the duties to defend as set forth in Section 2778 of the Civil Code. The permittee waives any and all rights to any type of expressed or implied indemnity against the State, its officers, employees, and State contractors. It is the intent of the parties that the permittee will indemnify and hold harmless the State, its officers, employees, and State's contractors, from any and all claims, suits or actions as set forth above regardless of the existence or degree of fault or negligence, whether active or passive, primary or secondary, on the part of the State, the permittee, persons employed by the permittee, or acting on behalf of the permittee.

For the purpose of this section, "State's contractors" shall include contractors and their subcontractors under contract to the State of California performing work within the limits of this permit.

 NO PRECEDENT ESTABLISHED: This permit is issued with the understanding that it does not establish a precedent.

# 30. FEDERAL CIVIL RIGHTS REQUIREMENTS FOR PUBLIC ACCOMMODATION:

- A. The permittee, for himself, his personal representative, successors in interest, and assigns as part of the consideration hereof, does hereby covenant and agree that:
- 1. No person on the grounds of race, color, or national origin shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- 2. That in connection with the construction of any improvements on said lands and the furnishings of services thereon, no discrimination shall be practiced in the selection and retention of first-tier subcontractors in the selection of second-tier subcontractors.
- 3. That such discrimination shall not be practiced against the public in their access to and use of the facilities and services provided for public accommodations (such as eating, sleeping, rest, recreation), and operation on, over, or under the space of the right of way.
- 4. That the permittee shall use the premises in compliance with all other requirements imposed pursuant to Title 15, Code of Federal Regulations, Commerce and Foreign Trade, Subtitle A. Office of the Secretary of Commerce, Part 8 (15 C.F.R. Part 8) and as said Regulations may be amended.
- 5. That in the event of breach of any of the above nondiscrimination covenants, the State shall have the right to terminate the permit and to re-enter and repossess said land and the land and the facilities thereon, and hold the same as if said permit had never been made or issued.
- 31. MAINTENANCE OF HIGHWAYS: The permittee agrees, by acceptance of a permit, to properly maintain any encroachment. This assurance requires the permittee to provide inspection and repair any damage, at permittee's expense, to State facilities resulting from the encroachment.
- 32. SPECIAL EVENTS: In accordance with subdivision (a) of Streets and Highways Code Section 682.5, the Department of Transportation shall not be responsible for the conduct or operation of the permitted activity, and the applicant agrees to defend, indemnify, and hold harmless the State and the city or county against any and all claims arising out of any activity for which the permit is issued.

The permittee understands and agrees to comply with the obligations of Titles II and III of the Americans with Disabilities Act of 1990 in the conduct of the event, and further agrees to indemnify and save harmless the State of California, all officers and employees thereof, including but not limited to the Director of Transportation, from any claims or liability arising out of or by virtue of said Act.

33. PRIVATE USE OF RIGHT OF WAY: Highway right of way shall not be used for private purposes without compensation to the State.

- The gifting of public property use and therefore public funds is prohibited under the California Constitution, Article 16.
- 34. FIELD WORK REIMBURSEMENT: Permittee shall reimburse State for field work performed on permittee's behalf to correct or remedy hazards or damaged facilities, or clear debris not attended to by the permittee.
- 35. NOTIFICATION OF DEPARTMENT AND TMC: The permittee shall notify the Department's representative and the Transportation Management Center (TMC) at least 7 days before initiating a lane closure or conducting an activity that may cause a traffic impact. A confirmation notification should occur 3 days before closure or other potential traffic impacts. In emergency situations when the corrective work or the emergency itself may affect traffic, TMC and the Department's representative shall be notified as soon as possible.
- 36. SUSPENSION OF TRAFFIC CONTROL OPERATION: The permittee, upon notification by the Department's representative, shall immediately suspend all lane closure operations and any operation that impedes the flow of traffic. All costs associated with this suspension shall be borne by the permittee.
- 37. UNDERGROUND SERVICE ALERT (USA) NOTIFICATION:
  Any excavation requires compliance with the provisions of
  Government Code Section 4216 et. seq., including, but not limited to
  notice to a regional notification center, such as Underground Service
  Alert (USA). The permittee shall provide notification at least 48 hours
  before performing any excavation work within the right of way.

ZOTO REVISED STANDARD PLAN RSP

# REVISED STANDARD PLAN RSP T9

ASS TO DATED APRIL TO, 2013 SUFPLEMENTS THE STANDARD PLANS BOOK DATED 2010.

NO SCALE

# TRAFFIC CONTROL SYSTEM FOR LANE CLOSURE ON FREEWAYS AND EXPRESSWAYS

Speed is posted speed limit, off-pack \$55h-pg-cantle seed of lot to work aftering, or the anticipated operating speed in mp.
 \_congritudinal buffer speed or flagger storion specing sam - Use on susselined downgrade steeper than -3 percent and longer fron 1 mile.

LONGITUDINAL BUFFER SPACE A	D NIM BOYACANOD	SPEED W N D NW -5%	mpn	20 115 116 120	55   551   565	30 200 205 215	35 250 257 211	40 305 315 333	45 360 378 400		50 425 446 474	425 446 455 520	425 446 455 520 510 598
AND	14.8	-972	;	126	173	757	267	354	427	507	553		550

EXPRESSYAY / FREEWAY

URBAN - 155 mph OR LESS
URBAN - 155E THAN 25 mph TO 40 mph
URBAN - 157E THAN 40 mph

ROAD TYPE

ADVANCE WARNING SIGN SPACING

CISTANCE BETWEEN SICHS

TABLE 3

TO ACCOUPANY PLANS JATED

April 15, 2013

KLAS SWEEDIN, 2477

M. Mary J. C. William S. Hill SWEET

M. M. COMP. C. WILLIAM S. S. C. W. 
10 1 15 Show Lated 3,000 ; 1100 1100

ARAMILE CONTRACTOR

The distincts are approximate, are installed for judence purposes any, and should be applied with engineering judgment.
 These distincts should be adjusted by the Engineer for field coaditions, it necessary, by increasing or decreasing the recommended distuncts.

TABLE 2

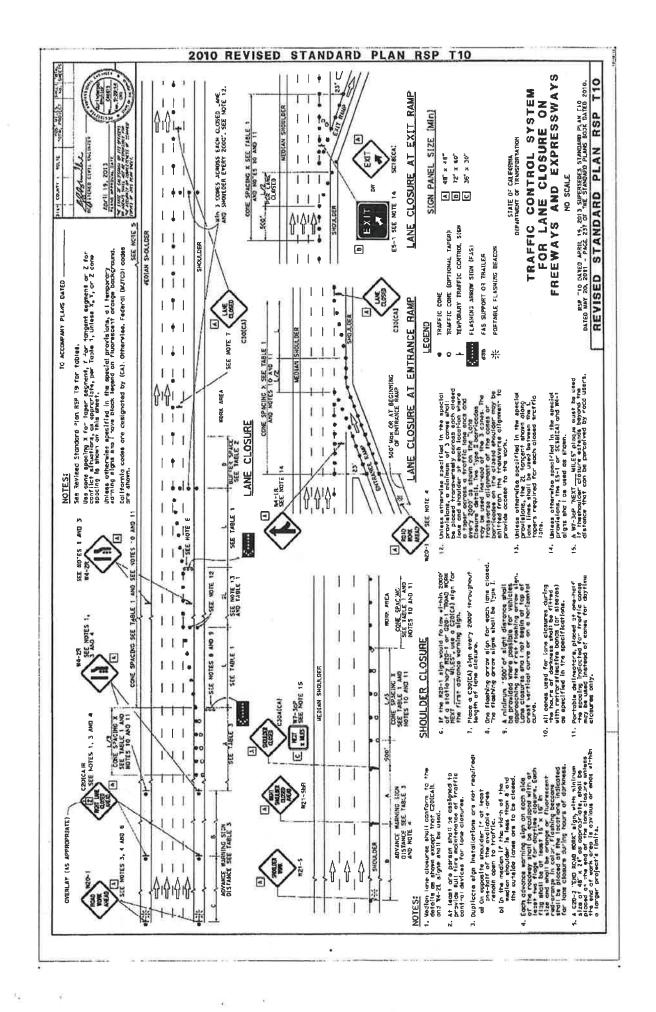
Use for toper and tangent eactions where share are no pavement morkings or where their conflict between existing povement markings and chance izons (CA).

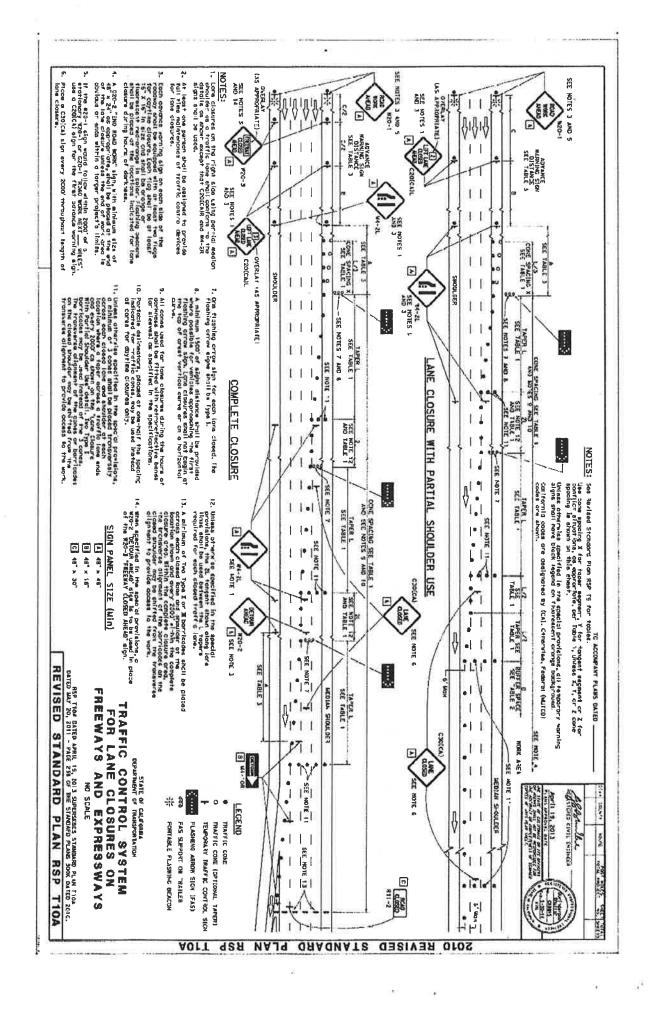
H x Width of effect in feet s = Posted speed limit, off-pack 55th-percentile speed prior to sork starting, or the anticipated operating speed in mph.

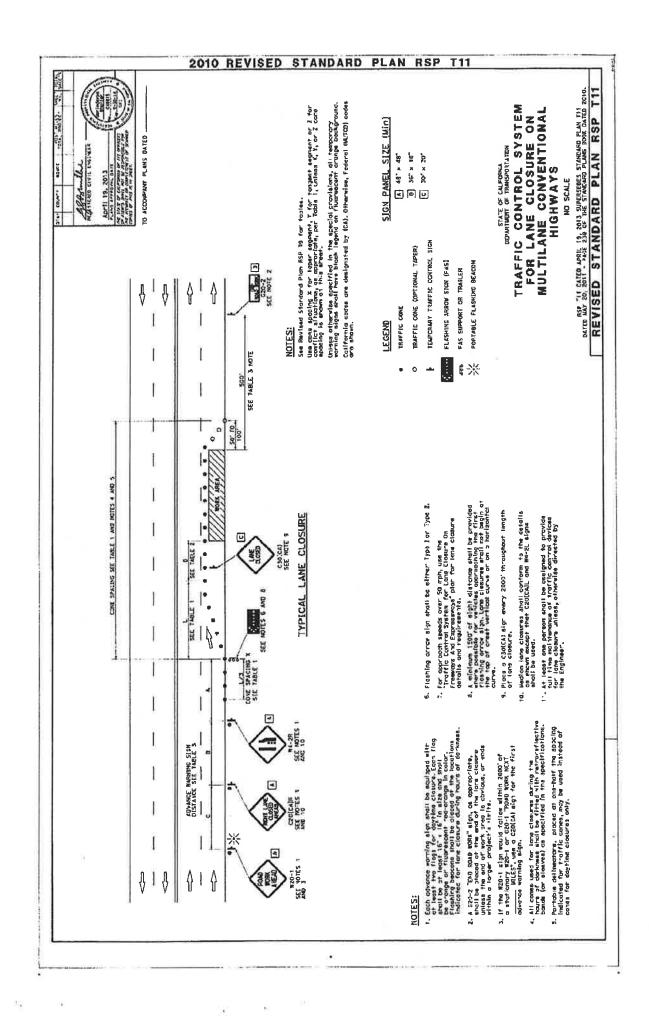
Where: L = Toper length in fest

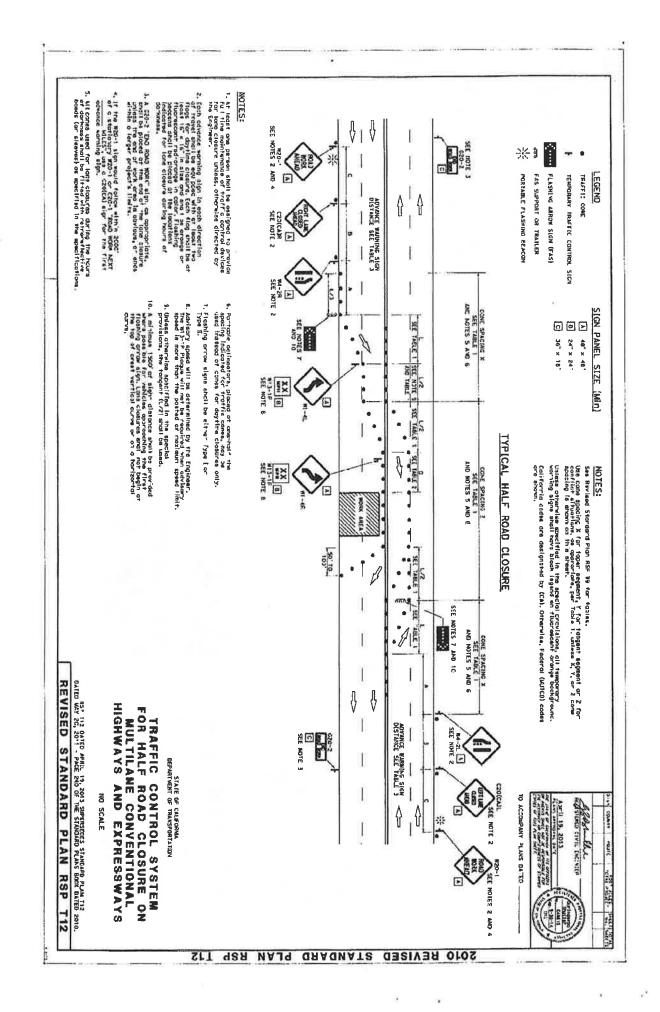
. For other offests, was the following marging toper length formula for L= For speed of 40 mph or itse, L =  $85\,^{\circ}$ KO For speed of 45 mph or more, L =  $85\,^{\circ}$ KO

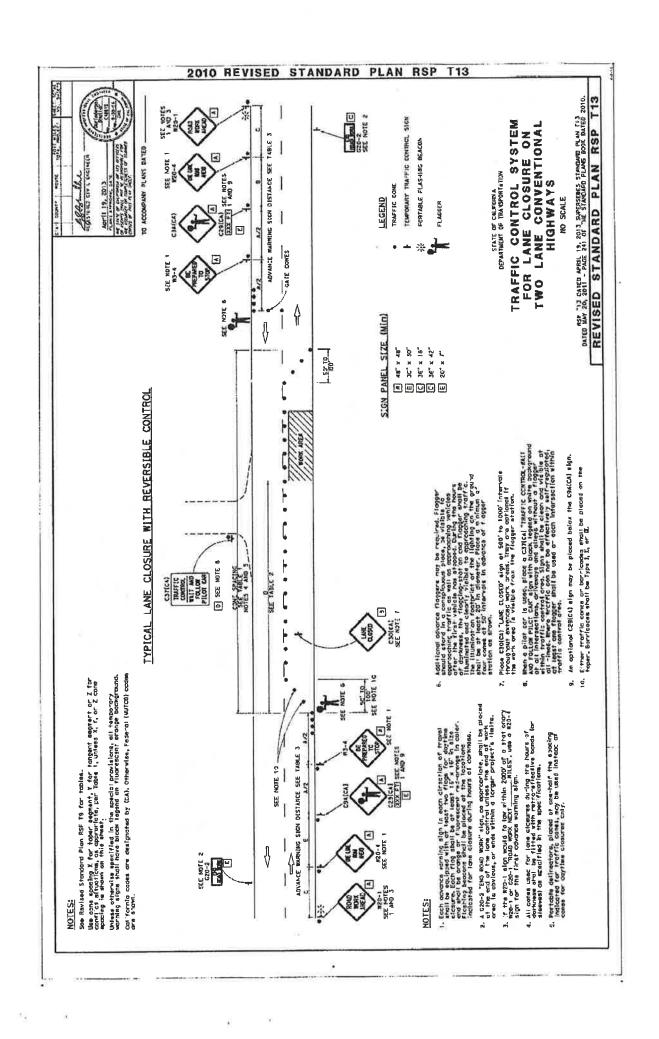
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25	250	125	63	42	25	\$6	12
30	360	180	30	60	8	60	15
35	190	245	123	26	35	70	17
40	540	320	160	107	40	60	20
45	0801	540	270	180	45	90	22
50	1200	600	300	200	8	100	25
55	1320	660	330	220	SS	110	27
60	-440	720	360	240	8	120	33
8	.560	780	390	260	65	130	32
75	. 620	840	420	083	8	146	35

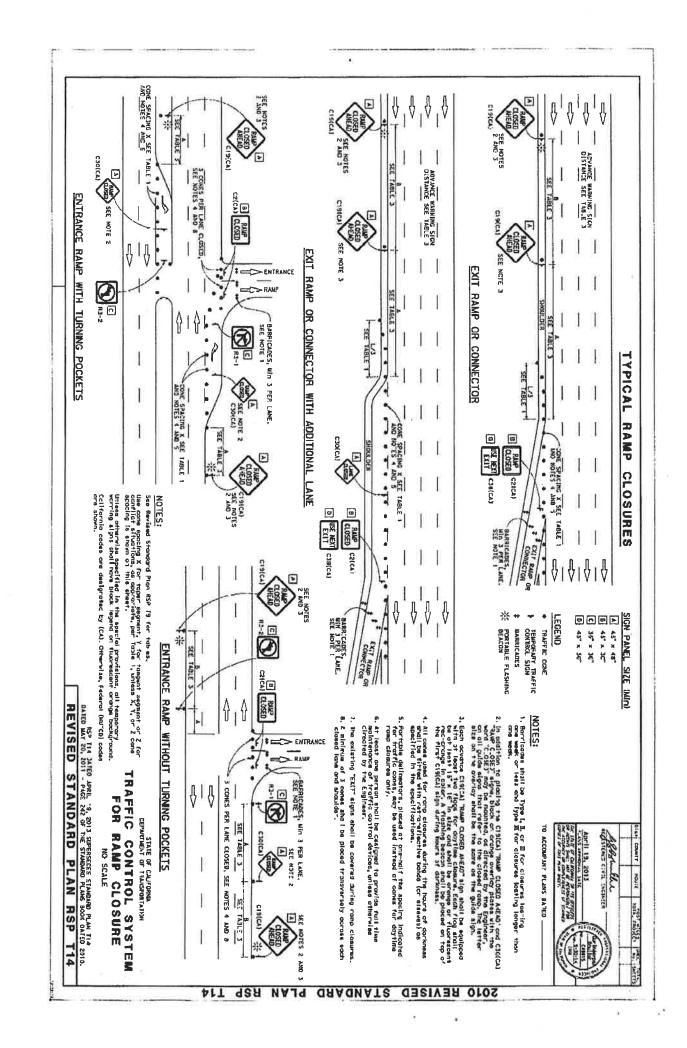












- 1. GENERAL: The purpose of these Special Provisions is to provide the Permittee with specifications for water pollution control to minimize, prevent, or control the discharge of material into the air, surface waters, groundwater, and storm sewers owned by the State or local agencies. These provisions are not intended to take the place of the Caltrans Water Pollution Control Program (WPCP) for projects where soil disturbance from work activities less than one acre, or work activities of one acre or more subject to the preparation of the Caltrans Storm Water Pollution Prevention Plan (SWPPP) that would require a waste discharge identification number or coverage under the California Construction General Permit (Order No. 2009-0009-DWQ, NPDES No CAS000002). The Permittee shall comply with the following Special Provisions and the direction of the State Representative.
- 2. NPDES REQUIREMENTS: The Permittee shall be responsible for full compliance with the Caltrans Storm Water Program and the Caltrans National Pollutant Discharge Elimination System (NPDES) Permit requirements. It is the Permitte's responsibility to install, inspect, and repair or maintain facilities and devices used for water pollution control practices before performing daily work activities. Installation and maintenance responsibilities on the job site include: I) soil stabilization materials in work areas that are inactive or prior to storm events, 2) water pollution control devices to control sediment and erosion, 3) implementation of spill and leak prevention procedures for chemical and hazardous substances stored on the job site. 4) material storage, 5) stockpile management, 6) waste management, 7) non-stormwater management, 8) water conservation, and 9) illicit connection, illegal discharge detection and reporting. The Permittee shall report to the state representative when discharges enter into receiving waters, adjacent property, drainage systems or when discharges could be a cause or a threat for water pollution. The Permittee shall also control illicit discharges or illegal dumping prior to start of daily work schedule. Copies of written notices or orders from the Regional Water Quality Control Board or other regulatory agency shall be provided to the State representative within 48 hours of reported activity. For additional information on storm water compliance, visit the State Water storm water Resources Control Boards Website http://www.waterboards.ca.gov/water\_issues/programs/stormwater
- 3. RESPONSIBILITY FOR DEBRIS REMOVAL: The Permittee shall be responsible for preventing sediment, trash, debris, and other construction waste from entering the street, the storm drains, local creeks, or any other bodies of water.
- 4. SPOILS AND RESIDUE: The Permittee shall vacuum any saw-cut concrete waste material, debris, residue, etc. No spoils, debris, residue, etc. shall be washed into a drainage system.
- 5. SWEEPING: Sweep paved roads at construction entrance and exit locations and surrounding paved areas daily within the job site during: 1) clearing and grubbing, 2) earthwork, 3) trenching, 4) soil disturbance, 5) pavement grinding and/or cutting, and 6) after observing tracking of material onto or off the State property. Keep dust to a minimum during sweeping activities. Use vacuum whenever dust generation is excessive or sediment pickup is ineffective. Roadways or work areas shall not be washed down with water. Street sweeping operations must conform to Section 13 Water Pollution Control of the State of California standard specifications for construction (most current version) http://www.dot.ca.gov/hq/esc/oe/specifications/SSPs/2010-SSPs/.
- VEHICLES AND EQUIPMENT: Permittee shall prevent all vehicles, equipment, etc. from leakage or mud tracking onto

- roadways. If leaks cannot be repaired immediately, remove the vehicle or equipment from the job site.
- 7. MAINTENANCE AND FUELING OF VEHICLES AND EQUIPMENT: Maintenance and fueling of equipment shall not result in any pollution at the job site. The Permittee shall immediately clean up spills/leaks, and properly dispose of contaminated soil and materials.
- 8. CLEANING VEHICLES AND EQUIPMENT: Limit vehicle and equipment cleaning or washing at the job site except what is necessary to control vehicle tracking or hazardous waste. The Permittee shall clean all equipment within a bermed area or over a drip pan large enough to prevent run-off. No soaps, solvents, degreasers, etc shall be used in State right of way. Any water from this operation shall be collected and disposed of at an appropriate site. Containment berms or dikes shall be used for fueling, washing, maintaining and washing vehicles or equipment in outside areas. Containment must be performed at least 100 feet from concentrated flows of storm water, drainage courses, and storm drain inlets if within a flood plain, otherwise at least 50 feet if outside the floodplain. Keep adequate quantities of absorbent spill-cleanup material and spill kits in the fueling or maintenance area and on fueling trucks.
- 9. DIESEL FUELS: The use of diesel fuel from petroleum or other fossil fuel as a form-oil or solvent is not allowed.
- 10. WEATHER CONDITIONS AT WORKSITE: Any activity that would generate fine particles or dust that could be transported off site by stormwater shall be performed during dry weather.
- 11. HOT MIX ASPHALT: Runoff from washing hot mix asphalt shall not enter into any drainage conveyances.
- 12. PROTECTION OF DRAINAGE FACILITIES: The Permittee shall protect/cover gutters, ditches, drainage courses, and inlets with gravel bags, fiber rolls, State approved fabric filters, etc., to the satisfaction of the State representative during grading, paving, saw-cutting, etc. and materials must conform to Section 13-6.02 Materials for Water Pollution Control of the State of California standard specifications for construction (most current version). No such protection measures shall cause an obstruction to the traveling public. The Permittee shall implement spill and leak prevention procedures for chemicals and hazardous substances stored on the job site in accordance to section 13-4.03B(1-3) Spill Prevention and Control, Water Pollution Control, of the State of California standard specifications for construction (2010 version).
- 13. PAINT: Rinsing of painting equipment and materials is not permitted in state right-of-way. When thoroughly dry, dispose of the following as solid waste: dry latex paint, paint cans, used brushes, rags, gloves, absorbent materials, and drop cloths. Oil based paint sludge and unusable thinner shall be disposed of at an approved hazardous waste site.
- 14. CONSTRUCTION MATERIALS: Stockpile of all construction materials, including, but not limited to; pressure treated wood, asphalt concrete, cold mix asphalt concrete, concrete, grout, cement containing premixes, and mortar, shall conform to section 13-4.03C Material Management (Storage & Stockpiles), Water Pollution Control, of the State of California standard specifications for construction (2010 version).
- 15. CONCRETE EQUIPMENT: Concrete equipment shall be washed in a designated washing area in a way that does not contaminate soil, receiving waters, or storm drain systems.

- 16. EXISTING VEGETATION: Established existing vegetation is the best form of erosion control. Minimize disturbance to existing vegetation, Damaged or removed vegetation shall be replaced as directed by the State Representative.
- 17. SOIL DISTURBANCE: Soil disturbing activities shall be avoided during the wet weather season. If construction activities during wet weather are allowed in your permit, all necessary erosion control and soil stabilization measures shall be implemented in advance of soil disturbing activity.
- 18. SLOPE STABILIZATION AND SEDIMENT CONTROL: Consider a certified expert in Erosion and Sediment control in cases where slopes are disturbed during construction. The Permittee is directed to comply with Section 13.5 Temporary Soil Stabilization and Section 21 Erosion Control of the State of California (2010 version) standard specifications for construction during application of temporary soil stabilization measures to the soil surface. Fiber rolls or silt fences may be required down slope until permanent soil stabilization is established. Remove the accumulated sediment whenever the sediment accumulates to 1/3 of the linear sediment barrier height.
- 19. STOCKPILES: Stockpiles containing aggregate and/or soil shall be stored at least 100 feet from concentrated flows of storm water, drainage courses, and storm drain inlets if within a flood plain, otherwise at least 50 feet if outside the floodplain, and shall be covered and protected with a temporary perimeter sediment barrier. Cold mix stockpiles shall be stored on an impermeable surface and covered with 9mil plastic to prevent contact with water.
- 20. DISCOVERY OF CONTAMINATION: The State Representative shall be notified in case any unusual discoloration, odor, or texture of ground water, is found in excavated material or if abandoned, underground tanks, pipes, or buried debris are encountered.
- 21. SANITARY AND SEPTIC WASTE: Do not bury or discharge wastewater from a sanitary or septic system within the highway. Properly connected sewer facilities are free from leaks. With State Representative approval place portable sanitary facility at least 50 feet away from storm drains, receiving waters, and flow lines. Permittee must comply with local health agency provisions when using an on-site disposal system.
- 22. LIQUID WASTE: Prevent job site liquid waste from entering storm drain systems and receiving waters. Drilling slurries, grease or oil-free waste water or rinse water, dredging, wash water or rinse water running off a surface or other nonstorm water liquids not covered under separate waste water permits shall be held in structurally sound, leak-proof containers, such as portable bins or portable tanks. Store containers at least 50 feet away from moving vehicles and equipment. Liquid waste may require testing to determine hazardous material content prior to disposal
- 23. WATER CONTROL AND CONSERVATION: Manage water use in a way that will prevent erosion and the discharge of pollutants into storm drain systems and receiving waters. Direct runoff water, including water from water line repair from the job site to areas where it can infiltrate into the ground. Direct water from off-site sources around the job site or from contact with jobsite water.
- 24. PILE DRIVING: Keep spill kits and cleanup materials at pile driving locations. Park pile driving equipment over drip pans,

absorbent pads, or plastic sheeting with absorbent material, and away from storm water run-on when not in use.

25. DEWATERING: Dewatering consists of discharging accumulated storm water, groundwater, or surface water from excavations or temporary containment facilities. All dewatering operations shall comply with the latest Caltrans guidelines. Contact State representative for approval of dewatering discharge by infiltration or evaporation, otherwise, any effluent discharged into a permitted storm water system requires approval from the Regional Water Quality Control Board. Prior to the start of dewatering, the Permittee shall provide the State Representative with a dewatering and discharge work plan that complies with section 13-4.01B Submittals, Water Pollution Control, of the State of California standard specifications for construction (2010 version). A copy of the Waste Discharge Permit and a copy of a valid WDID number issued by the Regional Board shall be provided to the State representative.

# COUNTY OF STANISLAUS DEPARTMENT OF PUBLIC WORKS

### PART VII – DRAWINGS & PERMITS

### **DRAWINGS:**

Sheet 1: Cover Sheet

Sheet 2: Emerald Avenue Station 32+5 to Station 43+33 Sheet 3: Emerald Avenue Station 13+55 to Station 32+3 Sheet 4 Emerald Avenue Station 7+92 to Station 55

Sheet 5: Sperry Avenue Grading Plan

Sheet 6: Sperry Avenue Construction Plan and Striping Plan

Sheet 7: Sperry Avenue Cross Section

Sheet 8: Baldwin Avenue Construction Plan and Striping

### PERMITS:

Caltrans Encroachment Permit 1015-NRM-0249 Contractor to obtain double permit from Caltrans