CITY OF ALAMEDA

NOTICE TO CONTRACTORS
SPECIAL PROVISIONS
PROPOSAL AND CONTRACT

Repair & Resurfacing of Otis Drive, from Park Street to Broadway and Pacific Avenue, from Main Street to Fourth Street

No. P.W. 03-15-02
Federal Aid Project No: STPL-5014(041)

IN

CITY OF ALAMEDA, COUNTY OF ALAMEDA
STATE OF CALIFORNIA

For use in conjunction with the State of California Department of Transportation, Standard Specifications dated 2018 (including revisions), the most current Standard Plans (as amended), and the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished. All bidders and subcontractors who perform work under this contract must be registered with California Department of Industrial Relations pursuant to Senate Bill SB 854 (2013-2014).

MANDATORY PREBID MEETING:	March 19, 2019
TIME:	11:00 a.m.
LOCATION:	Public Works Department 950 West Mall Square, Room 156 Alameda, CA 94501
BID OPENING DATE:	March 27, 2019 (bids due by 3 p.m.)
BID OPENING TIME:	3:01 p.m.
LOCATION:	Alameda City Hall West Public Works Department 950 West Mall Square, Room 110 Alameda, CA 94501

The special provisions contained herein have been prepared by or under the direction of the following Registered Engineer.



March 7, 2019

Scott Wikstrom, P.E. Date
City Engineer
City of Alameda
Registered Civil Engineer, No. 56266 (Exp. 12/31/2020)

Contents

CITY OF ALAMEDA **1**
NOTICE TO CONTRACTORS **6**
COPY OF BID ITEM LIST **10**
SPECIAL PROVISIONS
SECTION 1. SPECIFICATIONS AND PLANS, DESCRIPTION OF WORK **133**
1-1.01 GENERAL 134
1-1.02 STANDARD PLANS LIST 144
1-1.03 DESIGNATIONS AND TERMS 144
1-1.04 DESCRIPTION OF WORK 155
1-1.05 PLANS 155
SECTION 2. PROPOSAL REQUIREMENTS AND CONDITIONS **167**
2-1.01 GENERAL 177
2-1.02 DISADVANTAGED BUSINESS ENTERPRISE (DBE) 177
2-1.03 PROPOSAL FORM 222
2-1.04 ADDENDA 222
2-1.05 BIDDER'S GUARANTY 233
2-1.06 RETURN OF BIDDER'S GUARANTIES 233
2-1.07 TAXES 233
2-1.08 SUBCONTRACTORS 244
2-1.09 REJECTION OR RETURN OF PROPOSALS 244
2-1.10 FEDERAL LOBBYING RESTRICTIONS 24
2-1.11 PUBLIC CONTRACT CODE 10162 255
2-1.12 NONCOLLUSION AFFIDAVIT 266
2-1.12C SUBCONTRACTOR LIST 26
SECTION 3. AWARD AND EXECUTION OF CONTRACT **277**
3-1.01 GENERAL 277
3-1.02 DATA UNIVERSAL NUMBERING SYSTEM (D-U-N-S) NUMBER 277
3-1.03 AWARD OF CONTRACT 277
3-1.04 EXECUTION OF CONTRACT 277
5-1.05 CONTRACT BONDS 28
3-1.06 INSURANCE AND CLAUSES 29
3-1.07DELIVERY ADDRESS FOR DOCUMENTS REQUIRED AFTER BID OPENING 29
SECTION 4. BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES **311**
4-1.01 PROGRESS OF THE WORK AND TIME FOR COMPLETION 311
4-1.02 SUBLETTING AND ASSIGNMENT 32
4-1.03 CHARACTER OF WORKERS 322
4-1.04 TEMPORARY SUSPENSION OF WORK 322
4-1.05 TIME OF COMPLETION AND LIQUIDATED DAMAGES 333
4-1.06 SUSPENSION OF CONTRACT 333
4-1.07 RIGHT-OF-WAY 344
4-1.08 PRE-CONSTRUCTION CONFERENCE/MEETINGS AND SCHEDULES 344
4-1.09 MANDATORY PRE-CONSTRUCTION MEETING SUBMITTALS 355
4-1.10 WATER AVAILABILITY AND CONSERVATION 35
SECTION 5. GENERAL **376**
5-1.01 LABOR NONDISRIMINATION 376
5-1.02 PREVAILING WAGE. 376
5-1.03 REMOVAL OF ASBESTOS AND HAZARDOUS SUBSTANCES 37
5-1.04 INCREASES AND DECREASES IN QUANTITIES 38
5-1.05 EXTRA WORK 37
5-1.06 REMOVAL OF OBSTRUCTIONS 39
5-1.07 AUTHORITY OF THE ENGINEER 39
5-1.08 PLANS 39
5-1.09 CONFORMITY OF WITH PLANS AND ALLOWABLE DEVIATIONS 400
5-1.10 COORDINATION OF PLANS, SPECIFICATIONS, AND SPECIAL PROVISIONS 400
5-1.11 INTERPRETATION OF PLANS AND SPECIFICATIONS AND ADDENDA THERETO 400
5-1.12 SUPERINTENDENCE 400

5-1.13 CONSTRUCTION STAKING AND LAYOUT 400
5-1.14 INSPECTION 411
5-1.15 REMOVAL OF DEFECTIVE AND UNAUTHORIZED WORK 422
5-1.16 FINAL INSPECTION 422
5-1.17 FINAL GUARANTEE 422
5-1.18 CONTROL OF MATERIAL – SAMPLES AND TESTS 433
5-1.19 DEFECTIVE MATERIALS 433
5-1.20 MEASUREMENTS AND PAYMENT 433
5-1.21 EXTRA AND FORCE ACCOUNT 444
5-1.22 QUALITY ASSURANCE 44
5-1.23 CHANGED CONDITION 44
5-1.24 PROGRESS PAYMENTS 44
5-1.25 SUBSTITUTION OF SECURITIES FOR WITHHELD ACCOUNTS 466
5-1.26 NOTICE OF COMPLETION 477
5-1.27 FINAL PAYMENT 477
5-1.28 PAYROLL RECORDS 488
5-1.29 SCOPE OF PAYMENT 48
5-1.30 BUY AMERICA REQUIREMENTS 48
5-1.31 SUBCONTRACTORS 48
5-1.32 SUBCONTRACTING 49
5-1.33 PROMPT PROGRESS PAYMENT TO SUBCONTRACTOR 49
5-1.34 PROMPT PAYMENT OF FUNDS WITHHELD TO SUBCONTRACTORS 500
5-1.35 SUBCONTRACTOR AND DISADVANTAGED BUSINESS ENTERPRISE RECORDS 50
5-1.36 DBE CERTIFICATION STATUS 511
5-1.37 PERFORMANCE OF SUBCONTRACTORS 511
5-1.38 PERFORMANCE OF DISADVANTAGED BUSINESS ENTERPRISES 511
5-1.39 SUBCONTRACTING PERCENTAGE 531
5-1.40 PARTNERING 533
5-1.41 PAYMENTS 544
5-1.42 ENCROACHMENT PERMIT 54
5-1.43 TRAINING 55
SECTION 6. (INTENTIONALLY LEFT BLANK) 566
SECTION 7. LEGAL RELATIONS AND RESPONSIBILITY 566
7-1.01 LAWS TO BE OBSERVED 566
7-1.02 HOURS OF LABOR 566
7-1.03 LEGAL HOLIDAYS 56
7-1.04 LABOR NONDISCRIMINATION 57
7-1.05 SCHEDULE OF PREVAILING WAGES 57
7-1.06 CERTIFIED PAYROLL 58
7-1.07 APPRENTICES 59
7-1.08 REGISTRATION AND LICENSING OF CONTRACTORS AND SUBCONTRACTORS 600
7-1.09 CITY OF ALAMEDA PERMITS 600
7-1.10 **(NOT USED)** 611
7-1.11 PATENTS 611
7-1.12 RESPONSIBILITY FOR DAMAGES 611
7-1.13 CONTRACTOR'S RESPONSIBILITY FOR THE WORK 611
7-1.14 SAFETY PROVISIONS 611
7-1.15 RESPONSIBILITY OF CITY 622
7-1.16 NO PERSONAL LIABILITY 622
7-1.17 PUBLIC CONVENIENCE AND SAFETY 622
7-1.18 NOTICE TO CONTRACTORS 622
7-1.19 UTILITIES 622
7-1.20 SOUND CONTROL REQUIREMENTS 633
7-1.21 CONSTRUCTION SITE CONTROLS 633
7-1.22 RECYCLING OF CONCRETE AND ASPHALT MATERIALS 667
7-1.23 REMOVAL OF ASBESTOS, LEAD, CHROMIUM AND HAZARDOUS SUBSTANCES 68
7-1.24 CLEAN AIR ACT OF 1970, ET SEQ. AND FEDERAL WATER POLLUTION CONTROL ACT AS AMENDED BY THE CLEAN WATER ACT OF 1977 68
7-1.25 SUBMITALS AND REQUESTS FOR INFORMATION (RFI) 700
SECTION 8. MATERIALS 711
SECTION 8-1. MISCELLANEOUS 711
8-1.01 PREQUALIFIED AND TESTED SIGNING AND DELINEATION MATERIALS 711
SECTION 9.0 (INTENTIONALLY LEFT BLANK) 79

SECTION 10. CONSTRUCTION DETAILS 79
10-1 CONSTRUCTION DETAILS…… 79
10-1.01 PUBLIC CONVENIENCE AND PUBLIC SAFETY 79
10-1.02 ORDER OF WORK..... 80
10-1.03 EQUAL AND/OR APPROVED EQUAL 82
10-1.04 EXISTING IMPROVEMENTS..... 83
10-1.05 TREE ROOTS 83
10-1.06 UTILITY RELOCATIONS..... 84
10-1.07 CONSTRUCTION SITE MANAGEMENT (BID ITEM #1)..... 85
10-1.08 WATER POLLUTION CONTROL (BID ITEM #2) 98
10-1.09 TRAFFIC CONTROL SYSTEMS (BID ITEM # 4)……..103
10-1.10 TEMPORARY PAVEMENT DELINEATION……107
10-1.11 REMOVE EXISTING PAVEMENT MARKER……..109
10-1.12 REMOVE TRAFFIC STRIPE AND PAVEMENT MARKINGS (BID ITEM #5, BID ITEM #6 AND BID ITEM 7)……109
10-1.13 ADJUST MANHOLE TO GRADE (BID ITEM #8)..... 112
10-1.14 COLD PLANE ASPHALT CONCRETE PAVEMENT (BID ITEM #9 AND BID ITEM #10)..... 112
10-1.15 HOT MIX ASPHALT (BID ITEM #13)..... 114
10-1.16 REPLACE ASPHALT CONCRETE SURFACING (BID ITEM #12)……116
10-1.17 REMOVE CONCRETE (CURB, GUTTER, SIDEWALK, DRIVEWAY AND CURB RAMP) BID ITEM #11)……117
10-1.18 INSTALL CONCRETE (CURB, GUTTER, SIDEWALK, DRIVEWAY AND CURB RAMP) (BID ITEM #14)……118
10-1.19 DETECTABLE WARNINGS (BID ITEM #15)……..119
10-1.20 THERMOPLASTIC PAVEMENT MARKING (BID ITEM #26)……...120
10-1.21 THERMOPLASTIC TRAFFIC STRIPE (SPRAYABLE) (BID ITEM #16 THROUGH BID ITEM #25)……..121
10-1.22 PAVEMENT MARKERS (FDP REFLECTIVE) (BID ITEM #27) and TRAFFIC MARKERS (BID ITEM #31 THROUGH BID ITEM #34)……122
10-1.23 INSTALL SIGNAL LOOP DETECTOR, TYPE 'D' AND 'A' (BID ITEM #30)……..122
10-1.24 CITY, STATE, AND UTILITY PERMITS (BID ITEM #35)……122
10-1.25 INSTALL 3" PVC CONDUIT (BID ITEM #28) AND INSTALL SIGNAL PULLBOX, NO. 6 (BID ITEM #29)..... 124
10-1.26 ADJUST SURVEY MONUMENT (BID ITEM #3)……127
SECTION 11. (INTENTIONALLY LEFT BLANK)……..... 128
SECTION 12. WORK ZONE SAFETY AND MOBILITYWORK ZONE SAFETY AND MOBILITY WORK ZONE SAFETY AND MOBILITY…… 128
SECTION 13. (INTENTIONALLY LEFT BLANK) 12828
SECTION 14. FEDERAL REQUIREMENTS FOR FEDERAL-AID CONSTRUCTION PROJECTS 129

EXHIBITS

EXHIBIT A: PREVAILING WAGES (FEDERAL & STATE WAGE RATES)
EXHIBIT B: CERTIFIED PAYROLL & PREVAILING WAGES FORMS
EXHIBIT C: BIDDERS PROPOSAL (BID BOOK)
EXHIBIT D: CONTRACTOR AGREEMENT(SEE EXHIBIT C - BID BOOK)
EXHIBIT E: LIST OF SUBMITTALS
EXHIBIT F: EMERGENCY FORM
EXHIBIT G: PAYMENT BOND (SEE EXHIBIT C - BID BOOK)
EXHIBIT H: PERFORMANCE BOND (SEE EXHIBIT C - BID BOOK)
EXHIBIT I: AGREEMENT TO BE BOUND
EXHIBIT J: PROJECT STABALIZATION AGREEMENT FOR THE CITY OF ALAMEDA
EXHIBIT K: INTEGRATED PEST MANAGEMENT CONTRACTOR VERTIFICATION FORM AND CONTRACTOR CHECKLIST
EXHIBIT L: EXHIBIT 17-F, FINAL REPORT UTILIZATION OF DBE AND FIRST TIER SUBCONTRACTORS
EXHIBIT M: EXHIBIT 17-O, DBE CERTIFICATIONS STATUS CHANGE
EXHIBIT N: EXHIBIT 9-F, MONTHLY DISADVANTAGED BUSINESS ENTERPRISE (DBE) PAYMENT

CITY OF ALAMEDA
DEPARTMENT OF PUBLIC WORKS

NOTICE TO CONTRACTORS

NOTICE IS HEREBY GIVEN that the **City of Alameda** in the County of Alameda, State of California will receive sealed bids until **3:00 p.m**. (U.S. Pacific Standard Time) on **March 27, 2019** for Repair & Resurfacing of Otis Drive, from Park Street to Broadway and Pacific Avenue, from Main Street to Fourth, No. P.W. 03-15-02, Federal Aid Project No. STPL-5014(041).

Bids must be presented to the City of Alameda Public Works Department, 950 W. Mall Square, Room 110, Alameda, CA 94501, under sealed cover, plainly marked on the outside as follows: **"CITY OF ALAMEDA - SEALED BID FOR REPAIR & RESURFACING OF OTIS DRIVE, FROM PARK STREET TO BROADWAY AND PACIFIC AVENUE, FROM MAIN STREET TO FOURTH, No. P.W. 03-15-02, FEDERAL AID PROJECT No. STPL-5014(041)"**

Any bids received after the scheduled closing time for receipt of bids shall be returned unopened.

The bids will be opened and read at 3:01 p.m.

The Bid forms for this work are included in Exhibit C.

A Mandatory Pre-Bid meeting will be held at City Hall West, 950 W. Mall Square, Conference Room 156, Alameda, California, 94501, on March 19, 2019, at 11:00 a.m. The mandatory prebid meeting **must** be attended if you wish to bid on this project. The City reserves the right to hold additional prebid meetings as necessary.

GENERAL WORK DESCRIPTION:
The project includes construction of repair and resurfacing of Otis Drive (from Park Street to Broadway) and Pacific Avenue (from Fourth Street to Main Street), in the city of Alameda. Scope of work for this project includes, but is not limited to: traffic control; construction surveying; removal and replacement of asphalt concrete in select locations; removal and replacement of minor concrete, concrete curb and gutter, and concrete curb ramps; cold planning; hot mix asphalt concrete; traffic stripes, pavement markings, and pavement markers; curb ramp detectable warnings; conduit for future traffic signals; installation of traffic signal loops and detector handholes as needed.

Inquiries or questions based on alleged patent ambiguity of the plans, specifications or estimate must be communicated as a bidder inquiry prior to bid opening. Any such inquiries or questions, submitted after bid opening, will not be treated as a bid protest.

The DBE goal for this project is 5%. The City may consider the DBE commitments of the second and third bidders when determining whether the low bidder made good faith efforts to meet the DBE goal.

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.

Bids are required for the entire work described herein.

CONTRACTOR'S LICENSE REQUIREMENT:
The contractor and subcontractors of the bidder shall possess a valid California contractor's license, **Class A,** issued by the Contractor's State License Board (www.cslb.ca.gov) for the types of work they are proposing to perform, at the time the bid is submitted. The Contractor must be properly licensed as a contractor from contract award through Contract acceptance (Public Contract Code Section 10164).

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

OBTAINING PLANS, SPECIFICATIONS, AND BIDDING FORMS**:**
Electronic specifications, plans, and bidders forms for bidding this project can only be obtained (at no charge) from the City of Alameda website,
https://www.alamedaca.gov/BUSINESS/Bid-on-City-Contracts.

ADDENDA:
It is the bidder's responsibility to regularly check this website (or call 510-747-7900) for any addenda that may be issued prior to the bid opening date. Failure to acknowledge receipt of an issued addendum will be cause for a submitted bid to be deemed non-responsive.

The City of Alameda reserves the right to reject any and all bids and any or all items of such bids.

BID SECURITY:
Each Bid must be accompanied by Bid Security in the form of cash, a certified check, a cashier's check, or a Bid Bond, in the amount of ten percent (10%) of the total of the Bid. Checks shall be made payable to the City of Alameda. Bid Bonds shall be on the form provided in the Bid Forms.

BONDS:
The successful Bidder shall furnish a Performance Bond in the sum of one hundred percent (100%) of the Contract Bid to guarantee the performance of the Contract, and a Payment Bond in the sum of one hundred percent (100%) of the Contract Price.

The City of Alameda affirms that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation.

PREVAILING WAGE RATES:
In accordance with the provisions of Section 1773 of the Labor Code, the City Council of the City of Alameda has ascertained the general prevailing rate of wages applicable to the work to be done.

Any classification omitted herein shall receive not less than the lowest wage tabulated herein.

Overtime shall be not less than one and one half (1-1/2) times the specified rates.

The Contractor shall forfeit twenty-five dollars ($25.00) for each calendar day, or portion thereof, for each worker paid less than the stipulated prevailing rates for such work or craft in which such workman is employed for the work mentioned herein by any subcontractor under the Contractor.

DEPARTMENT OF INDUSTRIAL RELATIONS COMPLIANCE AND PREVAILING WAGE REQUIREMENTS ON PUBLIC WORKS PROJECTS

Effective January 1, 2015, No Contractor or Subcontractor may be listed on a bid proposal for a public works project (submitted after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5 (with the limited exceptions from this requirement for bid purposed only under Labor code Section 1771.1(a)). Register at https://efiling.dir.ca.gov/PWCR

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.

The Prime Contractor is required to post job site notices prescribed by regulation See 8 Calif. Code Regulation §16451(d).

Effective April 1, 2015, All Contractors and Subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner. https://apps.dir.ca.gov/ecpr/das/altlogin

SCHEDULE OF PREVAILING WAGES:

Pursuant to Section 1773, and following, of the California Labor Code, the successful bidder shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. The successful bidder shall post a copy of such determination at the job site.

Pursuant to the provisions of the Davis-Bacon Act, the successful bidder shall pay not less than the wage rates determined by the Secretary of Labor. The Federal wage rates are applicable unless the State wage rates are higher. The Federal Wage Rates that apply are those current within ten (10) days of the bid due date.

Attached as Exhibit A are recent determinations for those crafts associated with this project. The latest general prevailing wage determination, issued by the Division of Labor Statistics and Research for those crafts normally associated with public works construction, is on file and can be reviewed in the Public Works Department, Building 1, 950 W. Mall Square, Room 110, Alameda, CA 94501.

For those crafts or job classifications requiring special prevailing wage determinations, please contact the Division of Labor Statistics and Research, Prevailing Wage Unit, P.O. Box 420603, San Francisco, CA 94142-0603, (415) 703-4774 or check out the web site at www.dir.ca.gov/DLSR.

BID RIGGING:

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.

PROJECT STABILIZATION AGREEMENT:

This project is subject to and shall be performed under the Project Stabilization Agreement ("PSA") between the City of Alameda and the Building and Construction Trades Council of Alameda County and its affiliated local unions. Contractors submitting bids must provide evidence of acceptance of the terms and conditions of the PSA at the time of bid. Specifically, contractor must submit the completed and signed "Agreement to be Bound" found in the Bid Form Checklist. Additionally, all contractors and subcontractors of any tier on this project will be required to execute the Agreement to be Bound and be subject to the PSA prior to contract award.

QUESTIONS / INFORMATION:

For more information or questions regarding this project contact the project manager, Trung Nguyen, at 510-747-7900 or tnguyen@alamedaca.gov.

COPY OF BID ITEM LIST

(NOT TO BE USED FOR BIDDING PURPOSES)

REPAIR & RESURFACING OTIS DRIVE FROM PARK STREET TO BROADWAY AND PACIFIC AVENUE FROM MAIN STREET TO FOURTH STREET ENGINEER'S ESTIMATE See notes at bottom of List			
SCHEDULE A			
Item No.	Item Description	Unit of Measure	Estimated Quantity
1	CONSTRUCTION SITE MANAGEMENT	LS	1
2	WATER POLLUTION CONTROL PROGRAM	LS	1
3	ADJUST SURVEY MONUMENT	EA	2
4	TRAFFIC CONTROL SYSTEMS	LS	1
5	REMOVE THERMOPLASTIC/PAINTED TRAFFIC STRIPE	LF	1,900
6	REMOVE THERMOPLASTIC PAINTED PAVEMENT MARKINGS	SF	1,300
7	REMOVE 12” WIDE STRIPE THERMOPLASTIC	LF	2,300
8	ADJUST MANHOLE TO GRADE	EA	17
9	COLD PLANE AC PAVEMENT, FULL PLANE, 2.5” DEPTH	SY	21,000
10	COLD PLANE AC PAVEMENT, WEDGE PLANE	LF	-0-
11	REMOVE CONCRETE (CURB, GUTTER, SIDEWALK, DRIVEWAY, CURB RAMP)	CY	100

COPY OF BID ITEM LIST

(NOT TO BE USED FOR BIDDING PURPOSES)

REPAIR & RESURFACING OTIS DRIVE FROM PARK STREET TO BROADWAY AND PACIFIC AVENUE FROM MAIN STREET TO FOURTH STREET ENGINEER'S ESTIMATE See notes at bottom of list			
SCHEDULE A Continued			
Item No.	Item Description	Unit of Measure	Estimated Quantity
12	REPLACE ASPHALT CONCRETE SURFACING	CY	900
13	HOT MIX ASPHALT	TON	3,102
14	INSTALL CONCRETE (CURB, GUTTER, SIDEWALK, DRIVEWAY, CURB RAMP)	CY	100
15	DETECTABLE WARNINGS	SF	660
16	DETAIL 22, THERMOPLASTIC TRAFFIC STRIPE	LF	350
17	DETAIL 21, THERMOPLASTIC TRAFFIC STRIPE	LF	40
18	DETAIL 27B, THERMOPLASTIC TRAFFIC STRIPE	LF	250
19	DETAIL 28, THERMOPLASTIC TRAFFIC STRIPE	LF	180
20	DETAIL 38, THERMOPLASTIC TRAFFIC STRIPE	LF	560
21	DETAIL 39, THERMOPLASTIC TRAFFIC STRIPE	LF	50
22	DETAIL 40, THERMOPLASTIC TRAFFIC STRIPE	LF	155
23	DETAIL 40A, THERMOPLASTIC TRAFFIC STRIPE	LF	155
24	INSTALL PARKING “T”	EA	5
25	12” WIDE THERMOPLASTIC STRIPE (Y OR W)	LF	2250
26	THERMOPLASTIC PAVEMENT MARKINGS	SF	1900

COPY OF BID ITEM LIST

(NOT TO BE USED FOR BIDDING PURPOSES)

REPAIR & RESURFACING OTIS DRIVE FROM PARK STREET TO BROADWAY AND PACIFIC AVENUE FROM MAIN STREET TO FOURTH STREET ENGINEER'S ESTIMATE See notes at bottom of list			
SCHEDULE A Continued			
Item No.	Item Description	Unit of Measure	Estimated Quantity
27	PAVEMENT MARKERS (FDR BLUE REFLECTIVE)	EA	15
28	INSTALL 3” PVC CONDUIT	LF	180
29	INSTALL SIGNAL PULLBOX, No. #6	EA	4
30	INSTALL SIGNAL LOOP DETECTOR TYPE “D” AND “A”	EA	12
31	DETAIL 10 TRAFFIC STRIPING	LF	2350
32	DETAIL 23 TRAFFIC STRIPING	LF	250
33	DETAIL 33 TRAFFIC STRIPING	LF	1700
34	DETAIL 38C TRAFFIC STRIPING	LF	220
35	CITY, STATE, AND UTILITY PERMITS	ALLOWANCE	ALW

NOTE: This preliminary estimate of the quantities of work to be done is approximate only, and the City of Alameda does not expressly or by implication agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount of any class or portion of the work or to omit portions of the work that may be deemed necessary or expedient to the Engineer.

Quantities shall be determined by the Contractor from plans and specifications, and/or pre-construction meeting and walk-throughs. The basis of award of contract shall be by the City of Alameda for the lowest and best bid that will best serve the City’s need. If Add Alternates are presented in the estimate, the contract may be awarded with Base Bid only or Base Bid with any combination of Add Alternates, at the discretion of the City or depending upon available funding.

CITY OF ALAMEDA
DEPARTMENT OF PUBLIC WORKS

SPECIAL PROVISIONS

FOR

CITY OF ALAMEDA
REPAIR & RESURFACING OTIS DRIVE FROM PARK STREET TO BROADWAY AND PACIFIC AVENUE FROM MAIN STREET TO FOURTH STREET

No. P.W. 03-15-02
Federal Identification No: STPL-5014(041)

SECTION 1. SPECIFICATIONS AND PLANS, DESCRIPTION OF WORK

1-1.01 GENERAL

The work embraced herein shall be done in accordance with the Standard Specifications dated 2018, and the 2018 Standard Plans, as currently amended, of the 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 over and be used in lieu of the conflicting portions.

Amendments to the Standard Specifications set forth in these special provisions shall be considered as part of the Standard Specifications for the purposes set forth in Section 5-1.04, "Coordination and Interpretation of Plans, Standard Specifications and Special Provisions," 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.

Examination of plans, specifications, special provisions and site of work. The bidder is required to examine carefully the site and the proposal, plans, specifications and contract forms for the work contemplated, and it will be assumed that the bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality and quantities of work to be performed and materials to be furnished, and as to the requirements of the specifications, the special provisions and the contract.

Each bidder, subcontractor, and supplier is responsible for ascertaining, prior to submitting its Bid, that it has reviewed all issued Addenda. If during the course of the bidder's examination of the Bid Documents and the Site, a bidder finds facts or conditions which appear to be in conflict with the letter or spirit of the bidding documents, the bidder shall apply for additional information and explanation before submitting the bid. The bidder shall be responsible for not clarifying conflicting information or for assuming less costly approaches that could have been resolved by asking questions in writing prior to submitting the bid. The City will issue Addenda if required to response to bidders' questions and other items prior to the bid. **The last day for bidder questions will be 5:00 p.m. on Thursday, Marc21, 2019.** Questions must be submitted in writing via fax to 510-769-6030, **AND** electronic mail to: Trung Nguyen at tnguyen@alamedaca.gov.

1-1.02 STANDARD PLANS LIST

Reference to State of California Standard Plans, Revised Standard Plans (RSP) and New Standard Plans (NSP) applicable to this project are as noted in the project plans and special provisions. The City of Alameda Standard Plans have been included in the project plans.

1-1.03 DESIGNATIONS AND TERMS

Whenever in the Standard Specifications the following terms are used, they shall be understood to mean and refer to the following:

Agency	The legal entity for which work is being performed.
Department of Public Works or Department of Transportation	To the Engineering Division
Director of Public Works	To the Public Works Director
Engineer	To the City Engineer, acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties entrusted to them.
Laboratory	To the designated Laboratory authorized by the City of Alameda to test materials and work involved in the contract.
State	"Agency" as defined above.

Other terms appearing in the Standard Specifications, and these specifications, shall have the intent and meaning specified in Section I, Definition of Terms, of the Standard Specifications.

DESIGNATIONS. As used herein "City" shall mean the City of Alameda; "Council" or "City Council" shall mean the Council of the City; "City Manager" shall mean the City Manager of the City; "Engineer" or "City Engineer" shall mean the City Engineer or City Engineer's designee of the City; "Director" shall mean the Public Works Director of the City; and "Contractor" shall mean the bidder who is awarded the contract for the work.

1-1.04 DESCRIPTION OF WORK

In general, the project includes construction of repair and resurfacing of Otis Drive, from Park Street to Broadway, and Pacific Avenue from Fourth Street to Main Street, in the City of Alameda.

Scope of work for this project includes, but is not limited to: Traffic control; construction surveying; removal and replacement of asphalt concrete in select locations; removal and replacement of minor concrete, concrete curb and gutter, and concrete curb ramps; cold planning; hot mix asphalt concrete; traffic stripes, pavement markings, and pavement markers; curb ramp detectable warnings; conduit for future traffic signals; installation of traffic signal loops and detector handholes as needed.

Plans of the street improvements are available for review at the Public Works Department, 950 West Mall Square, Room 110, Alameda, CA 94501.

1-1.05 PLANS

The following drawings are incorporated into these specifications. Drawing numbers refer to City Engineer's files:

Plans

TITLE	DRAWING NO.
Repair & Resurfacing Pacific Avenue from Main Street to Fourth Street, and Otis Drive from Park Street to Broadway	9366

The following Standard Plans by the State of California,
Department of Transportation, are incorporated into these Specifications:

TITLE	DRAWING NO.
Curb Ramp Details	A88A
Traffic Control System for Lane Closure on Multilane Conventional Highways	T11
Electrical Systems (Detectors)	ES-5A – ES-5B
Electrical Systems (Pull Box Details)	ES-8A
Pavement Markers and Traffic Lines Typical Details	A20A, A20B & A20D
Pavement Markings Arrows	A24A, A24B & A24D

SECTION 2. PROPOSAL REQUIREMENTS AND CONDITIONS

2-1.01 GENERAL

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

A mandatory prebid meeting is scheduled for 11 a.m. on March 19, 2019, at the Public Works Department., 950 West Mall Square, Conference Room 156, Alameda. Contractors may submit written inquiries to the Department's representative during the meeting, or submit them before the meeting by email and fax no later than 2:00 p.m. on March 11, 2019. Questions sent in before the meeting must be submitted in writing via fax, 510-769-6030, **AND** electronic mail to: Trung Nguyen at tnguyen@alamedaca.gov .

The Bidder's Bond shall conform to the bond form in the Bid book (Exhibit C) of the project and shall be properly filled out and executed. The bidder's bond form included on that book may be used.

In conformance with Public Contract Code Section 7106, a Noncollusion Affidavit is included in the Proposal. Signing the Proposal shall also constitute signature of the Noncollusion Affidavit.

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 Title 49 CFR (Code of Federal Regulations), Part 26 in the award and administration of US 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.

Failure of the bidder to fulfill the requirements of the Special Provisions for submittals required to be furnished after bid opening, including but not limited to escrowed bid documents, where applicable, may subject the bidder to a determination of the bidder's responsibility in the event it is the apparent low bidder on a future public works contract.

2-1.02 DISADVANTAGED BUSINESS ENTERPRISE (DBE)

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

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 49CFR26 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.

Take necessary and reasonable steps to ensure that DBEs have opportunity to participate in the contract (49CFR26). To ensure equal participation of DBEs provided in 49CFR26.5, the Agency shows a contract goal for DBEs.

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

Meet the DBE goal shown elsewhere in these special provisions 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 toward the California Department of Transportation's federally mandated statewide overall DBE goal.

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

- 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.
- 60 percent counts if the materials or supplies are obtained from a DBE regular dealer.
- 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 nor regular dealer. 49CFR26.55 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 49CFR26.55(d)(1) as follows:

- The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting DBE goals.
- The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
- The DBE receives credit for the total value of the transportation services it provides on the Contract using trucks it owns, insures, and operates using drivers it employs.
- The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the Contract.
- The DBE may lease trucks without drivers from a non-DBE truck leasing company. If the DBE leases trucks from a non-DBE truck leasing company and uses its own employees as drivers, it is entitled to credit for the total value of these hauling

services.

- A lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

DBE Commitment Submittal

Submit the Exhibit 15-G *Construction Contract DBE Commitment*, included in the Bid book. 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, all bidders must complete and submit Exhibit 15-G to the Agency. The DBE Commitment form must be received by the Agency within five (5) days of bid opening.

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 will find your bid nonresponsive.

Good Faith Efforts Submittal

Exhibit 15-H: Proposer/Contractor Good Faith Efforts is due to the local agency within five (5) days of bid opening. Days means calendar days. In computing any period of time described in this part, the day from which the period begins to run is not counted, and when the last day of the period is a Saturday, Sunday, or federal holiday, the period extends to the next day that is not a Saturday, Sunday, or federal holiday. Similarly, in circumstances where the recipient's offices are closed for all or part of the last day, the period extends to the next on which the agency is open. Only good faith efforts directed towards obtaining participation and meeting or exceeding the DBE contract goal will be considered.

Submittal of good faith efforts documentation within the specified time protects 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 your 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 from other bidders when determining whether the low bidder made good faith efforts to meet or exceed the DBE goal.

Exhibit 15-G - Construction Contract DBE Commitment

Complete and sign Exhibit 15-G *Construction Contract DBE Commitment* included in the contract documents regardless of whether DBE participation is reported.

Provide written confirmation from each DBE that the DBE is participating in the Contract. A copy of a DBE's quote serves as written confirmation. If a DBE is participating as a joint venture partner, please submit a copy of the joint venture agreement.

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) (see Exhibit C) 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:

a. Notify the Engineer of any changes to its anticipated DBE participation
b. Provide this notification before starting the affected work
c. Maintain records including:
   - Name and business address of each 1st-tier subcontractor
   - Name and business address of each DBE subcontractor, DBE vendor, and DBE trucking company, regardless of tier
   - 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 15th 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 contractor or consultant shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor or subconsultant obtains the agency's written consent. Unless the agency's consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE on the *Exhibit 15-G: Construction Contract DBE Commitment*

2-1.03 PROPOSAL FORM

All proposals must be made upon blank forms, which are included in these specifications. (See bid book – Exhibit C).

All proposals must give the prices proposed, **both in writing and in figures.** Proposals must be signed by the Bidder. If the proposal is signed by an individual, that individual's name and business address must be shown. If made by a firm or partnership, the name and the post office address of each member of the firm or partnership must be shown. If made by a corporation, the proposal must show the name of the state under the laws of which the corporation was chartered and the names, titles, and business addresses of the president, secretary and treasurer.

2-1.04 ADDENDA

Addenda, if any, shall be forwarded by mail to all persons who have attended the mandatory pre-bid meeting and signed in with a mailing address. Addenda shall also be uploaded to the City's website at https://www.alamedaca.gov/BUSINESS/Bid-On-City-Contracts and potential bidders will be notified via email. It is the bidder's responsibility to ensure that the City of Alameda has an accurate email on file.

Prospective bidders, subcontractors and suppliers who have not downloaded plans and specifications from the City's website are responsible for checking the City's website or for inquiring at the Public Works Department (phone 510-747-7930) within four (4)

working days prior to the bid opening, to determine if any addenda have been issued. Do not rely upon third party providers of the original plans and specs to issue all addenda. Acknowledgment of receipt of all addenda is required on the proposal and those proposals that do not have acknowledgment of all addenda will be considered non-responsive.

2-1.05 BIDDER'S GUARANTY

All bids shall be presented under sealed cover and accompanied by one of the following forms of bidder's guaranty: cash, a cashier's check, a certified check, or a bidder's bond executed by an admitted surety insurer, made payable to the City of Alameda. The security shall be in an amount equal to at least ten percent (10%) of the amount bid. A bid shall not be considered unless one of the forms of bidder's security is enclosed with it. If, in lieu of depositing cash, a cashier's check, or a certified check, the bidder submits a bidder's bond, the said bond shall, in form, be satisfactory to the City Attorney of the City of Alameda. A Bid Bond form is provided in Exhibit C (Bid Book).

Said bidder's guaranty which is submitted according to the above paragraph shall, in the event of the failure, for any reason, of the successful bidder or bidders to execute the contract as awarded, be deemed to be liquidated damages to be retained in full by the City of Alameda, but shall not be construed as a penalty for failure to execute said contract. The full amount of the said bidder's guaranty shall be also be retained in full by the City of Alameda as consideration payable to the City of Alameda for engineering, accounting and clerical services in formulating specifications for such bid or bids, for advertising costs to the City of Alameda in connection with such bid or bids, and further, as consideration for the award of such contract to such bidder or bidders. It is mutually agreed by the parties hereto that, upon failure of the bidder to execute said contract, that provision be made herein for liquidated damages.

Any bid bond submitted under this Section shall incorporate therein by reference, or otherwise, all of the provisions of Section 2-1.03, of these specifications.

2-1.06 RETURN OF BIDDER'S GUARANTIES

Within ten (10) days after the award of the contract, the Public Works staff will return the proposal guaranties accompanying the proposals, which are not to be considered in making the award. All other proposal guaranties will be held until the contract has been finally executed, after which they will be returned to the respective bidders whose proposals they accompany.

2-1.07 TAXES

Bids must include all State and Federal taxes applicable to the transaction.

2-1.08 SUBCONTRACTORS

All contractors shall comply with the State Subletting and Subcontracting Fair Practices Act, found in Section 4100 through 4112, Government Code of California. A copy of said Act is available in the office of the City Engineer. Said Act is hereby made a part of the specifications on the above-mentioned job and all contractors submitting bids shall accompany the bid with information regarding subcontractors as therein provided. All Subcontractors shall have a current City of Alameda business license.

2-1.09 REJECTION OR RETURN OF PROPOSALS

Proposals may be rejected if they show any alterations of form, additions not called for, conditional or alternative bids, incomplete bids, erasures or irregularities of any kind. The right is reserved to reject any and all proposals. The City reserves the right to return bids unopened.

2-1.10 FEDERAL LOBBYING RESTRICTIONS

Section 1352, Title 31, United States Code prohibits Federal funds from 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 purposes in connection with this Federal-aid 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 Bid book. Standard Form - LLL, "Disclosure of Lobbying Activities," with instructions for completion of the Standard Form is also included in the Bid book. Signing the Bid book 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:

1. 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

2. A change in the person(s) or individual(s) influencing or attempting to influence a covered federal action; or
3. A change in the officer(s), employees(s), or member(s) contacted to influence or attempt to influence a covered Federal Action.

2-1.11 PUBLIC CONTRACT CODE 10162

The City shall require from all prospective bidders the completion, under penalty of perjury, of a standard form of questionnaire inquiring whether such prospective bidder, any officer of such bidder, or any employee of such bidder who has a proprietary interest in such bidder, has ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation, and if so to explain the circumstances.

A bid may be rejected on the basis of a bidder, any officer of such bidder, or any employee of such bidder who has a proprietary interest in such bidder, having been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local project because of a violation of law or a safety regulation.

10232 – Every contract shall contain a statement by which the contractor swears under penalty of perjury that no more than one final, unappealable finding of contempt of court by a federal court has been issued against the contractor within the immediately preceding two-year period because of the contractor'' failure to comply with an order of the National Labor Relations Board. For purposes of this section, a finding of contempt does not include any finding, which has been vacated, dismissed, or otherwise removed by the court because the contractor has complied with the order, which was the basis of the finding. The state may rescind any contract in which the contractor falsely swears to the truth of the statement required by this section.

10285.1 – Any state agency may suspend, for a period of up to three years from the date of conviction, any person from bidding upon, or being awarded, a public works or services contract with the agency under this part or from being a subcontractor at any tier upon the contract, if that person, or any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, has been convicted by a court of competent jurisdiction of any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Section 1101, with any public entity, as defined in Section 1100, including, for the purposes of this article, the Regents of the University of California or the Trustees of the California State University.

A state agency may determine the eligibility of any person to enter into a contract under this article by requiring the person to submit a statement under penalty of perjury declaring that neither the person nor any subcontractor to be engaged by the person has been convicted of any of the offenses referred to in this section within the preceding three years.

The following Public Contract Code sections statements and questionnaire have been added to the Bidders Proposal Form (see Exhibit C, Bid Book):

1. Public Contract Code 10285.1 Statement
2. Public Contract Code 10162 Questionnaire.
3. Public Contract Code 10232 Statement

2-1.12 NONCOLLUSION AFFIDAVIT

In conformance with Public Contract Code Section 7106, a Noncollusion Affidavit is included in the Bid book. Signing the Proposal shall also constitute signature of the Noncollusion Affidavit.

2-1.12C SUBCONTRACTOR LIST

In the Subcontractor List, list each subcontractor to perform work in an amount in excess of 1/2 of 1 percent of the total bid or $10,000, whichever is greater (Pub Cont Code § 4100 et seq.).

The Subcontractor List must show the name, address, and work portions to be performed by each subcontractor listed. Show work portion by bid item number, description, and percentage of each bid item subcontracted.

SECTION 3. AWARD AND EXECUTION OF CONTRACT

3-1.01 GENERAL

Note that Section 3, Award and Execution of Contract, has been entirely replaced to the current amendment with Section 3, Contract Award and Execution. The bidder's attention is directed to the provisions in Section 3, "Award and Execution of Contract," of the Standard Specifications and these special provisions for the requirements and conditions concerning award and execution of contract.

3-1.02 DATA UNIVERSAL NUMBERING SYSTEM (D-U-N-S) NUMBER

For the purpose of complying with the American Recovery and Reinvestment Act of 2009, the successful bidder must provide the Agency a D-U-N-S number.

Complete and sign the Data Universal Numbering System (D-U-N-S) Number form included in the contract documents. This form must be submitted with the executed contract.

If your company does not have a D-U-N-S number, you can obtain one by contacting Dun & Bradstreet at:

http://dnb.com/us/

If you fail to submit this information with the executed contract, the City of Alameda will not approve the contract.

3-1.03 AWARD OF CONTRACT

The award of contract, if it is awarded, will be to the lowest responsible and responsive bidder and whose proposal complies with all requirements described herein. The award, if made, will be made within sixty (60) days after the opening of the bids. All bids will be compared on the basis of the Engineer’s estimate of quantities of work to be done. In the event of a delay in funding, the City reserves the right to hold the Bidder to its bid for 90 days from the date the contract is awarded.

3-1.04 EXECUTION OF CONTRACT

The contract, in form and content satisfactory to the City, will be awarded at a regular City Council meeting (first and third Tuesdays of each month, except August). At least five (5) business days prior to the anticipated award date, the Bidder shall be notified of apparent award status and requested to provide the following required documentation: three (3) copies of the signed contract, proof of insurance and Payment and Performance bonds. The Bidder shall have

five (5) business days from the date the City Council awards the contract to furnish the relevant bonds and insurance, along with any other documents required for submission, to the City.

No proposal shall be considered binding upon the City until the execution of the contract. Failure to execute a contract and file acceptable bonds as provided herein within five (5) business days after the Bidder has received notice that the contract has been awarded shall be just cause for the annulment of the award and the forfeiture of the Bidder's guaranty.

A "Local Agency Bidder-DBE Information (Construction Contracts), Exhibit 15-G" form is included in the Bid book to be executed by the successful bidder. The purpose of the form is to collect data required under 49 CFR 26. Even if no DBE participation will be reported, the successful bidder must execute and return the form.

The successful bidder's "Local Agency Bidder- Information (Construction Contracts), Exhibit 15-G" form should include the names, addresses and phone numbers of DBE firms that will participate, with a complete description of work or supplies to be provided by each, and the dollar value of each DBE transaction. When 100 percent of a contract item of work is not to be performed or furnished by a DBE, a description of the exact portion of that work to be performed or furnished by that DBE should be included in the DBE information, including the planned location of that work. A successful bidder certified as a DBE should describe the work it has committed to performing with its own forces as well as any other work that it has committed to be performed by DBE subcontractors, suppliers and trucking companies.

The successful bidder is encouraged to provide written confirmation from each DBE that the DBE is participating in the contract. A copy of a DBE's quote will serve as written confirmation that the DBE is participating in the contract. If a DBE is participating as a joint venture partner, the successful bidder is encouraged to submit a copy of the joint venture agreement.

The "Local Agency Bidder-DBE Information (Construction Contracts), Exhibit 15-G" form shall be completed and returned to the Agency by the successful bidder with the executed contract and contract bonds.

3-1.05 CONTRACT BONDS

The Contractor shall furnish two good and sufficient bonds (see Bid Book). One of the bonds shall be executed in a sum equal to at least one hundred percent (100%) of the contract price, which shall be furnished as required by the terms of Sections 3247 to 3252 of the Civil Code of the State of California. The other bond shall guaranty faithful performance of the said contract by the Contractor and be executed in a sum equal to at least one hundred percent (100%) of the contract price. Bonds shall be furnished by a surety company satisfactory to the City of Alameda.

Whenever any surety or sureties on any such bonds, or any bonds required by law for the protection of the claims of laborers and materials, become insufficient or the City Engineer has cause to believe that such surety or sureties have become insufficient, a demand in writing may

be made of the Contractor for further bond or bonds or additional surety not exceeding that originally required, as is considered necessary, taking into account the extent of the work remaining to be done. Thereafter no payment shall be made upon such contract to the Contractor, or any assignee of the Contractor, until such further bond or bonds or additional surety has been furnished. Faithful performance bonds, whether by individual or corporate surety, shall in addition to other terms and conditions, contain the conditions that (1) death of the named principal shall not operate as a release of the obligation hereunder of the surety; and (2) extensions of time, if any, granted by the City to Contractor for performance of the work covered by said bond shall extend for a like time the period of limitations during which surety shall remain bound by the said undertaking.

3-1.06 INSURANCE AND CLAUSES

Refer to Contract in Exhibit C, Bid Book, for amount of insurance coverage for this project.

The Contractor shall have five (5) business days from the date the City Council awards the contract to obtain to furnish the City with certificates showing the type, amount; class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with the attached contract. Such certificates, which do not limit Contractor's indemnification, shall also contain substantially the following statement: "Should any of the above insurance covered by this certificate be canceled or coverage reduced before the expiration date thereof, the insurer affording coverage shall provide thirty (30) days advance written notice to the City of Alameda by certified mail, Attention: Risk Manager." It is agreed that Contractor shall maintain in force at all times during the performance of this Agreement all appropriate coverage of insurance required by this Agreement with an insurance company that is acceptable to City and licensed to do insurance business in the State of California. Insurance certificates must be included with signed contract. Endorsements naming the City and State of California as additional insured shall be submitted with the insurance certificates.

Full compensation for all premiums which the Contractor and the subcontractors are required to pay on all the insurance described above shall be considered as included in the prices paid for the various items of work to be performed under the contract, and no additional allowance will be made therefore or for additional premiums which may be required by extensions of the policies of insurance.

Included in the contract are hold harmless and additional insured clauses naming the State of California.

3-1.07 DELIVERY ADDRESS FOR DOCUMENTS REQUIRED AFTER BID OPENING

Bid protests, contracts, bonds, insurance, and other documents identified in Section 3 and these special provisions are to be delivered to the following City address: City of Alameda, City Hall West, 950 West Mall Square, Room 110, Alameda, CA 94501, so that they are received within five (5) business days from the date the City Council awards the contract. Failure to do so

shall be just cause for forfeiture of the proposal guaranty. The executed documents shall be delivered to the following address: City of Alameda, Public Works Department - City Hall West, 950 West Mall Square, Room 110, Alameda, CA 94501.

SECTION 4. BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES

4-1.01 PROGRESS OF THE WORK AND TIME FOR COMPLETION

Attention is directed to the provisions in Caltrans 2018 Standard Specifications Section 8-1.04, "Start of Job Site Activities;" in Section 8-1.05 "Time;" and in Section 8-1.10, "Liquidated Damages;" of the Standard Specifications and these special provisions.

The Contractor shall begin work within 15 calendar days after the issuance of the Notice to Proceed. **The Contractor shall have sixty (60) consecutive working days from the date the work is to commence pursuant to the Notice to Proceed to complete the work.**

Within five (5) business days of the date the work is to commence pursuant to the NTP, the Contractor shall submit the Initial Project Submittal Package to the Engineer for review. The Initial Project Submittal Package shall address the entire project and shall include the Traffic Control Plan (first 20 working days at minimum), Erosion/Storm Water Pollution Prevention Plan, Waste Reduction and Recycling Plan, and the full project schedule. Contractor shall not commence work in the field until Engineer has approved the Initial Project Submittal Package.

The work shall be diligently prosecuted to completion for the expiration of sixty (60) consecutive working days beginning on the fifteenth calendar day after the date shown on the Notice to Proceed, including punch list items.

The Contractor shall pay to the City of Alameda the sum of **$3,000** per day for each and every calendar days' delay in finishing the work in excess of the number of working days prescribed above.

The Contractor shall review the plans and specifications and submit a written work schedule as a part of the Initial Project Submittal Package designating the order in which the work shall progress, and construction work shall not be started until such work schedule is approved by the Engineer. The Contractor shall not commence construction on any section of the work until such time that he shall have on the ground, or can furnish definite assurance to the Engineer that there will be available when required, all the materials necessary to complete the section of the work upon which construction is to begin. Furthermore, in order to minimize disturbances to residents, businesses, and the public, repair locations must be backfilled and resurfaced within five (5) working days from the start of break out. The Contractor shall provide a minimum of two crews to complete the work as specified. The Contractor shall submit an updated work schedule at each progress meeting and upon the issuance of any change order that alters the contract's schedule.

The Contractor shall submit a Traffic Control Plan as a part of the Initial Project Submittal Package to the Engineer. The Initial Traffic Control Plan shall cover, at minimum, all phases of work scheduled to occur in the first twenty (20) working days that will impact vehicular, pedestrian and bicycle traffic in the area. The Traffic Control Plan shall allow residents on the streets impacted ample "on street" parking within one block of their homes. The Contractor shall have an approved Traffic Control Plan prior to commencing of work in the field.

The Contractor shall submit subsequent additions to the Traffic Control Plan, in conformance with Caltrans regulations and guidelines, in a timely manner to allow for the Engineer's review.

The Contractor shall submit an Erosion/Storm Water Pollution Prevention Plan as a part of the Initial Project Submittal Package to the Engineer. The Contractor shall not start work until the Erosion/Storm Water Pollution Prevention Plan and construction site controls are in place and approved by the Engineer.

4-1.02 SUBLETTING AND ASSIGNMENT

The Contractor shall give his/her personal attention to the fulfillment of the contract and shall keep the work under his/her control.

Subcontractors will not be recognized as such, and all persons engaged in the work of construction will be considered as employees of the Contractor, and their work shall be subject to the provisions of the contract and specifications.

The contract may be assigned only on written consent of the City Council.

Where a portion of the work sublet by the Contractor is not being prosecuted in a manner satisfactory to the Public Works Director, the subcontractor shall be removed immediately on the requisition of the Engineer and shall not again be employed on the work.

4-1.03 CHARACTER OF WORKERS

If any subcontractor or person employed by the Contractor shall fail or refuse to carry out the directions of the Engineer or shall appear to the Engineer to be incompetent or to act in a disorderly manner, said worker shall be discharged immediately on the requisition of the Engineer and such person shall not again be employed on the work.

4-1.04 TEMPORARY SUSPENSION OF WORK

The Engineer shall have the authority to suspend the work wholly or in part for such period as he/she may deem necessary, due to unsuitable weather, or to such other conditions as are considered unfavorable for the suitable prosecution of the work, or for such time as he/she may deem necessary, due to the failure on part of the Contractor to carry out orders given, or to perform any of the provisions of the work. The Contractor shall immediately obey such orders of the Engineer and shall not resume the work until ordered in writing by the Engineer.

4-1.05 TIME OF COMPLETION AND LIQUIDATED DAMAGES

It is agreed by the parties to the contract that in case all the work called for under the contract is not completed before or upon the expiration of the time limit as set forth in these specifications, damage will be sustained by the City of Alameda, and that it is and will be impracticable to determine the actual damage which the City will sustain in the event of and by reason of such delay; and it is therefore agreed that the Contractor will pay to the **City of Alameda the sum of Three Thousand Dollars ($3,000) per day, for each and every calendar day's** delay in finishing the work in excess of the number of working days prescribed above; and the Contractor agrees to pay such liquidated damages as herein provided, and in case the same are not paid, agrees that the City of Alameda may deduct the amount thereof from any money due or that may become due the Contractor under the contract.

It is further agreed that in case the work called for under the contract is not finished and completed in all parts and requirements within the time specified, the City Council shall have the right to extend the time for completion or not, as may seem best to serve the interest of the City; and if it decides to extend the time limit for the completion of the contract, it shall further have the right to charge the Contractor, his heirs, assigns, or sureties, and to deduct from the final payment for the work, all or any part, as it may deem proper, of the actual cost of engineering, inspection, superintendence, and other overhead expenses which are directly chargeable to the contract, and which accrue during the period of such extensions, except that the cost of final surveys and preparation of final estimate shall not be included in such charges.

The Contractor shall not be assessed with liquidated damages nor the cost of engineering and inspection during any delay in the completion of the work caused by acts of God or of the public enemy, acts of the City, fire, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather or delays of subcontractors due to such causes; provided that the Contractor shall within ten (10) days from the beginning of such delay notify the Engineer in writing of the causes of delay. The Engineer shall ascertain the facts and the extent of the delay and his findings of the facts thereon shall be final and conclusive.

4-1.06 SUSPENSION OF CONTRACT

If, at any time, in the opinion of the City Council, the Contractor has failed to supply an adequate working force, or material of proper quality, or has failed in any other respect to prosecute the work with the diligence and force specified and intended in and by the terms of the contract, notice thereof in writing will be served upon him; and shall he neglect or refuse to provide means for a satisfactory compliance with the contract, as directed by the Engineer, within the time specified in such notice, the City Council in any such case shall have the power to suspend the operation of the contract. Upon receiving notice of such suspension, the Contractor shall discontinue said work, or such parts of it as the City Council may designate. Upon such suspension, the Contractor’s control shall terminate, and thereupon the City Council or its duly authorized representative may take possession of all or any part of the Contractor’s materials, tools, equipment and appliances upon the premises, and use the same for the purpose of completing said contract, and hire such force and buy or rent such additional machinery, tools, appliances, and equipment, and buy such additional materials and supplies at the Contractor’s expense as may be necessary for the proper conduct of the work and for the completion thereof;

or may employ other parties to substitute other machinery or materials, and purchase the materials contracted for, in such manner as the City Council may deem proper; or the City Council may annul and cancel the contract and relet the work or any part thereof. Any excess of cost arising therefrom over and above the contract price will be charged against the Contractor and his sureties, who will be liable therefor. In the event of such suspension, all monies due the Contractor or retained under the terms of this contract shall be forfeited to the City; but such forfeiture shall not release the Contractor or his sureties from liability for failure to fulfill the contract. The Contractor and his sureties will be credited with the amount of money so forfeited toward any excess of cost over and above the contract price, arising from the suspension of the operations of the contract and the completion of the work by the City as above provided; the Contractor will be so credited with any surplus remaining after all just claims for such completion have been paid.

In the determination of the question whether there has been any such noncompliance with the contract as to warrant the suspension or annulment thereof, the decision of the City Council shall be binding on all parties to the contract.

If two or more sections within this Specification are in conflict or are inconsistent with one another regarding terminations, suspensions, the requirement to hold bid prices, or payment due in a termination or suspension situation, this Section shall control.

4-1.07 RIGHT-OF-WAY

The right-of-way sufficient for the work to be constructed will be provided by the City. The Contractor shall make his own arrangements, and pay all expenses for additional area required by him outside of the limits of right-of-way, unless otherwise provided in the special provisions. Contractor’s staging area must be approved by the Engineer.

4-1.08 PRE-CONSTRUCTION CONFERENCE/MEETINGS AND SCHEDULES

Within five (5) business days of the date the work is to commence pursuant to the NTP, the Contractor shall submit the Initial Project Submittal Package to the Engineer for review. The Initial Project Submittal Package shall address the entire project, and shall include the Traffic Control Plan (first 20 working days at minimum), Erosion/Storm Water Pollution Prevention Plan, Waste Reduction and Recycling Plan, and the full project schedule.

A preconstruction conference will be held at the office of the Engineer approximately two weeks before the work is to commence pursuant to the NTP for the purpose of discussing with the Contractor the scope of work, contract drawings, specifications, existing conditions, traffic detour plans, materials to be ordered, equipment to be used, proposed schedule, proposed traffic control, 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 major Subcontractors who will be on the jobsite on a daily basis during their phase of the work.

Weekly or bi-weekly project meetings will be held on-site or in the office of the Engineer, at 950 W. Mall Square, Room 110, to discuss issues, coordination, change orders, schedule updates or any other matters. Construction schedules shall be updated weekly and submitted prior to the weekly project meetings. In addition, a three-week look ahead schedule that ties into the master schedule shall be provided and delivered to the Engineer on a weekly basis.

4-1.09 MANDATORY PRE-CONSTRUCTION MEETING SUBMITTALS

Required Initial Project Submittal Package

Within five (5) business days of the date the work is to commence pursuant to the Notice to Proceed, the Contractor shall submit the following:

- Construction Schedule
- Traffic Control Plan for at minimum the first 20 working days of the contract
- Erosion/Storm Water Pollution Prevention Plan
- Waste Reduction and Recycling Plan

The Contractor shall not proceed with construction until these submittals have been approved by the Engineer and the Contractor has received such approval in writing.

4-1.10 WATER AVAILABILITY AND CONSERVATION

It is anticipated that water will be available in sufficient quantities for the prosecution of the work. However, water shortages may occur during the life of the contract. Arrangements or commitments obtained by the City are not a part of the contract. It is expressly understood and agreed that the City assumes no responsibility to the bidder or Contractor whatsoever in respect to the arrangements made with the source. The Contractor shall assume all risks in connection with the use of the source and the terms upon which the use shall be made. There is no warranty or guaranty, either expressed or implied, to the quantity of water that can be obtained from the source.

During the progress of the work, if water becomes unavailable or unavailable in the quantities needed for prosecution of the work, the unavailability of water will be considered a "shortage of materials" in conformance with the provisions in Section 8-1.07, "Liquidated Damages," of the Standard Specifications except for compensation. The Contractor will be granted an extension of time and will not be assessed with liquidated damages for any portion of the delay in completion of the work beyond the time shown above for the completion of the work caused by the unavailability of water, provided the Contractor notifies the Engineer and furnishes proof of the "shortage of materials" as required in the third and fourth paragraphs in Section 8-1.07, "Liquidated Damages," of the Standard Specifications. If the Contractor sustains delay costs or damages which could not have been avoided bNy the judicious handling of forces, equipment and plant, there shall be paid to the Contractor the amount the Engineer may find to be a fair and reasonable compensation for the part of the Contractor's actual loss, as, in the opinion of the Engineer, was unavoidable, determined in the same manner as provided for right

of way delays in Section 8-1.09, "Right of Way Delays," of the Standard Specifications. The Contractor shall be entitled to no other compensation for such delay. The provisions in Section 5-1.116, "Differing Site Conditions," of the Standard Specifications shall not apply to the unavailability of water.

Attention is directed to the various sections of the Standard Specifications and these special provisions which require the use of water for the construction of this project. Attention is directed to Section 7, "Legal Relations and Responsibility," of the Standard Specifications with regards to the Contractor's responsibilities for public convenience, public safety, preservation of property, indemnification, and insurance.

Nothing in this section "Water Availability and Conservation" shall relieve the Contractor from furnishing an adequate supply of water required for the proper construction of this project in conformance with the provisions in the Standard Specifications or these special provisions or relieve the Contractor from the legal responsibilities defined in Section 7.

The Contractor shall, whenever possible and not in conflict with the above requirements, minimize the use of water during construction of the project. Watering equipment shall be kept in good working order; water leaks shall be repaired promptly; and washing of equipment, except when necessary for safety or for the protection of equipment, shall be discouraged.

SECTION 5. GENERAL

5-1.01 LABOR NONDISRIMINATION

Attention is directed to the following Notice that is required by Chapter 5 of Division 4 of Title 2, California Code of Regulations.

NOTICE OF REQUIREMENT FOR NONDISCRIMINATION PROGRAM (GOV. CODE, SECTION 12990)

Your attention is called to the "Nondiscrimination Clause", set forth in Section 7-1.01A (4), "Labor Nondiscrimination," of the Standard Specifications, which is applicable to all nonexempt state contracts and subcontracts, and to the "Standard California Nondiscrimination Construction Contract Specifications" set forth therein. The Specifications are applicable to all nonexempt state construction contracts and subcontracts of $5,000 or more.

5-1.02 PREVAILING WAGE.

Attention is directed to Section 7-1.01A(2), "Prevailing Wage," of the Standard Specifications.

The general prevailing wage rates determined by the Director of Industrial Relations, for the county or counties in which the work is to be done, are available at the County of Alameda. These wage rates are not included in the Bid book for the project. Changes, if any, to the general prevailing wage rates will be available at the same location.

DEPARTMENT OF INDUSTRIAL RELATIONS COMPLIANCE AND PREVAILING WAGE REQUIREMENTS ON PUBLIC WORKS PROJECTS

Effective January 1, 2015, No Contractor or Subcontractor may be listed on a bid proposal for a public works project (submitted after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5 (with the limited exceptions from this requirement for bid purposed only under Labor code Section 1771.1(a)). Register at https://efiling.dir.ca.gov/PWCR

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.

The Prime Contractor is required to post job site notices prescribed by regulation See 8 Calif. Code Regulation §16451(d).

Effective April 1, 2015, All Contractors and Subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner. https://apps.dir.ca.gov/ecpr/das/altlogin

5-1.03 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.

In conformance with Section 25914.1 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 delay of work in the area delays the current controlling operation, the delay will be considered a right of way delay and the Contractor will be compensated for the delay in conformance with the provisions in Section 8-1.09, "Right of Way Delays," of the Standard Specifications.

5-1.04 INCREASES AND DECREASES IN QUANTITIES

The City of Alameda reserves the right to increase or decrease the quantity of any item or portion of work, or to omit portions of the work as may be deemed necessary or expedient by the Engineer; also to make such alterations or deviations, increases or decreases, additions or omissions in the plans and specifications, as may be determined during the progress of the work to be necessary and advisable.

5-1.05 EXTRA WORK

New and unforeseen work will be classed as extra work when such work cannot be covered by any of the various items or combination of items for which there is a bid price.

The Contractor shall do no extra work except upon written order from the Engineer. For such extra work the Contractor shall receive payment as previously agreed upon in writing, or he shall be paid on force account.

5-1.06 REMOVAL OF OBSTRUCTIONS

The Contractor shall remove and dispose of all structures, debris, or other obstructions of any character to the construction of the project if and as required by the Engineer.

5-1.07 AUTHORITY OF THE ENGINEER

The Engineer shall decide all questions which may arise as to the quality or acceptability of materials furnished and work performed, the manner of performance and rate of progress of the work; the interpretation of the plans and specifications; the acceptable fulfillment of the contract on the part of Contractor; and all questions as to claims and compensation.

The Engineer's decision shall be final and he shall have executive authority to enforce and make effective such decisions and orders as the Contractor fails to carry out promptly.

5-1.08 PLANS

All authorized alterations affecting the requirements and information given on the approved plans shall be in writing. No changes shall be made of any plans or drawings after the same has been approved by the Engineer, except by direction of the Engineer.

Working drawings of plans for any structure not included in the plans furnished by the Engineer shall be approved by Engineer before any work involving these plans shall be performed, unless approval is waived in writing by Engineer.

Notwithstanding the foregoing, the Contractor agrees that approval by the Engineer of the Contractor's working plans does not relieve the Contractor of any responsibility for accuracy of dimensions and details, and that the Contractor shall be responsible for agreement and conformity of his/her working plans with the approved plans and specifications.

The Contractor shall provide as-built drawings at the completion of the work. As-built drawings shall be prepared by a licensed engineer or surveyor and approved by the City Engineer.

As-built drawings must be in digital format. Any difficulty in providing the digital as-built drawings must be documented and presented to the City Engineer, who may permit manual as-built drawings on 24"x30" vellum. Release of retention is subject to the approval of the as-built drawings, by the Engineer.

Full compensation for furnishing all working drawings and digital as-built drawings shall be considered as included in the prices paid for various contract items of work, and no additional allowance will be made therefore.

5-1.09 CONFORMITY OF WITH PLANS AND ALLOWABLE DEVIATIONS

Finish surfaces in all cases shall conform to the lines, grades, cross sections, and dimensions shown on the approved plans. Deviations from the approved plans, as may be require by the exigencies of the construction will be determined in all cases by the Engineer and authorized in writing.

5-1.10 COORDINATION OF PLANS, SPECIFICATIONS, AND SPECIAL PROVISIONS

These specifications, the plans, special provisions and all supplementary documents are essential parts of the contract, and a requirement occurring in one is as binding as though occurring in all. They are intended to be cooperative, to describe, and to provide for a complete work. Refer to the State Standard Specifications for order of precedence.

5-1.11 INTERPRETATION OF PLANS AND SPECIFICATIONS AND ADDENDA THERETO

Should it appear that the work to be done, or any matter relative thereto, is not sufficiently detailed or explained in these specifications, plans, and the special provisions, the Contractor shall apply to the Engineer for such further explanation as may be necessary. Upon such application by the Contractor or prospective bidder, or in the event that it appears expedient to the Engineer to further explain, clarify, or amend these specifications, special provisions and plans, the Engineer shall issue addenda thereto and such addenda shall constitute a part hereof, and shall be binding on the Contractor.

In the event of any discrepancy between any drawing and the figures written thereon, the figures shall be taken as correct.

5-1.12 SUPERINTENDENCE

Whenever the Contractor is not present on any part of the work where it may be desired to give directions, orders will be given by the Engineer in writing and shall be received and obeyed by the superintendent or foreman in charge of the particular work in reference to which orders are given.

5-1.13 CONSTRUCTION STAKING AND LAYOUT

Construction staking and layout shall be at the contractor’s expense and performed by the contractor’s surveyor or engineer qualified to do surveying work.

All distances and measurements are given and will be made in a horizontal plane. Grades are given from the top of stakes or nails, unless otherwise noted on the plans.

Three consecutive points shown on the same rate of slope must be used in common, in order to detect any variation from a straight grade, and in case any discrepancy exists, it must be reported to the Engineer. If such discrepancy is not reported to the Engineer, the Contractor shall be responsible for any error in the finished work.

The Contractor shall preserve all stakes and points set for lines, grades, or measurements of the work in their proper places until authorized to remove them by the Engineer. All expenses incurred in replacing stakes that have been removed without proper authority shall be paid by the Contractor.

5-1.14 INSPECTION

The Engineer shall at all times have access to the work during construction and shall be furnished with every reasonable facility for ascertaining full knowledge respecting the progress, workmanship, and character of materials used and employed in the work.

The Contractor shall give at least 48 hour notice in writing when he will require inspection on subgrade, formwork, concrete paving, etc. Inspection will routinely be carried out at pre-scheduled times established at the pre-construction meeting. Inspection will only be carried out for substantial quantities of work ready for inspection.

Whenever the Contractor varies the period during which work is carried on each day, he shall give due notice to the Engineer, so that proper inspection may be provided. Any work done in the absence of the Engineer will be subject to rejection.

The inspection of the work shall not relieve the Contractor of any of his obligations to fulfill the contract as prescribed. Defective work shall be made good and unsuitable materials may be rejected, notwithstanding the fact that such defective work and unsuitable materials have been previously overlooked by the Engineer and accepted or estimated for payment.

Working hours in the field are restricted to 8 AM through 5 PM, Monday through Friday, excluding City Holidays, and shall constitute "normal working hours." In some locations, as noted on the Plans, normal working hours may be further restricted to avoid traffic and/or school-related conflicts. Any work in the field performed outside of normal working hours, including but not limited to construction, clean up, placement of traffic control devices, and mobilization/demobilization, shall be subject to removal and the Contractor fined $5,000 per incident, unless such work has been previously authorized by the Engineer in writing.

Inspection hours for construction shall be from 8 AM through 4 PM, Monday through Friday, excluding City Holidays, and shall constitute "normal inspection hours." Unless prior written authorization has been received from the Engineer, the Contractor shall not perform any work requiring the presence of the City's Inspector outside of normal inspection hours except for general clean up, demobilization, and placement of no-parking signs. The Contractor shall pay the salary and benefits, including overtime, of the City employee(s) for inspection of any work performed outside of the normal inspection hours.

Projects financed in whole or in part with State funds shall be subject to inspection at all times by the Director of Public Works of the State of California, or his agents.

5-1.15 REMOVAL OF DEFECTIVE AND UNAUTHORIZED WORK

All work which is defective in its construction or deficient in any of the requirements of these specifications shall be remedied, or removed and replaced by the Contractor in an acceptable manner and no compensation will be allowed for such correction.

Any work done beyond the lines and grades shown on the plans or established by the Engineer, or any extra work done without written authority, shall be considered as unauthorized and will not be paid for.

Upon failure on the part of the Contractor to comply forthwith with any order of the Engineer made under the provisions of this article, the Engineer shall have the authority to cause defective work to be remedied, or removed and replaced, and unauthorized work to be removed, and to deduct the cost thereof from any monies due or to become due the Contractor.

The fact that the work and materials have been inspected from time to time, and payments on account have been made, does not relieve the Contractor from the responsibility of replacing and making good any defective work or materials that may be discovered within one year from the date of the completion of the work by the Contractor and its acceptance by the City.

5-1.16 FINAL INSPECTION

Whenever the work provided and contemplated by the contract shall have been satisfactorily completed, the Engineer will make the final inspection.

5-1.17 FINAL GUARANTEE

It is understood that the Contractor is skilled in the trade or calling necessary to perform the work set forth within the plans and specifications, and that the City of Alameda, not being skilled in such matters, relies upon the Contractor to do and perform all work, acts, and things necessary in completion of the contract in the most skilled and desirable manner, and the Contractor guarantees the workmanship and materials to be the best of their kind. The acceptance of any part or of the whole of the work by the City does not operate to release the Contractor or the Contractor's surety from said guarantee. The City requires the contractor to have a quality assurance program to lead to better contractor control of the product.

The Contractor shall be held responsible for and must make good any defects through faulty, improper or inferior workmanship or materials arising or discovered in any part of the contract work within one year after the completion and acceptance of the same. The bond for faithful performance, furnished by the Contractor, shall cover such defects and protect the City of Alameda against any and all such defects.

Nothing in this section supersedes contractor obligations for repair and replacement of work pursuant to Public Contract Code.

5-1.18 CONTROL OF MATERIAL – SAMPLES AND TESTS

Testing of materials and work shall conform to the provisions in Section 6-3, "Testing," of the Standard Specifications and these special provisions. At the option of the Engineer, the source of supply of each of the materials shall be approved by the Engineer before delivery is started and before such material is used in the work. Representative preliminary samples of the character and quality prescribed shall be submitted by the Contractor or producer of all materials to be used in the work for testing or examination as desired by the Engineer.

All tests of materials furnished by the Contractor shall be made in accordance with commonly recognized standards of national organizations and such special methods and tests as are prescribed in these specifications.

The Contractor shall furnish such samples of materials as are requested by the Engineer without charge. No material shall be used until it has been approved by the Engineer. Samples will be secured and tested whenever necessary to determine the quality of material.

5-1.19 DEFECTIVE MATERIALS

All materials not conforming to the requirements of these specifications shall be considered as defective, and all such materials, whether in place or not, shall be rejected. They shall be removed immediately from the site of the work unless otherwise permitted by the Engineer.

Upon failure on the part of the Contractor to comply with any order of the Engineer made under the provisions of this article, the Engineer shall have the authority to remove and replace defective material and to deduct the cost of removal and replacement from any monies due or to become due the Contractor.

5-1.20 MEASUREMENTS AND PAYMENT

Payment for work done under the contract shall be made on the basis of the sums as calculated from the finally measured quantities of work done and the agreed unit and lump sum prices. Payment shall be full compensation for furnishing all labor, materials, tools and equipment and doing all the work necessary to construct the items for which payment is being made, complete in place as shown on the plans and described in the specifications.

5-1.21 EXTRA AND FORCE ACCOUNT

Extra work as herein before defined under Section 5-1.02, Extra Work, when ordered and accepted, shall be paid for under a written work order in accordance with the terms therein provided. Payment for extra work will be made as agreed upon in writing pursuant to an extra work order signed by both parties, or by force account.

Work performed on force account shall be paid on a time and materials basis plus ten percent (10%). For work done by a subcontractor, an additional five percent (5%) markup is allowed to reimburse the contractor for additional administration cost and no other additional payment will be made; provided, however, that the City reserves the right to furnish such materials required as it deems expedient, and the Contractor shall have no claim for profit on the cost of such materials. Payment for work performed on force account pursuant to this subsection shall include full compensation to the Contractor for contributions made to the State as required by the provisions of the Unemployment Reserve Act, Chapter 352, Statutes of 1935, as amended; for taxes paid to the Federal Government as required by the Social Securities Act, approved August 14, 1935, as amended; for premiums paid on any other insurance of any nature which the Contractor may be required to carry or which he may elect to carry, and for additional premiums paid on faithful performance and labor and materials bonds required by reason of increase in the amount of work to be performed over and above that called for in the original contract. The price paid for labor shall include any compensation insurance paid by the Contractor.

All force account work shall be recorded and tracked daily upon Time and Material Tentative Extra Work Order report sheets furnished by the Contractor to the Engineer and signed by both parties, which daily reports shall thereafter be considered the true record of force account work done. Verification of time and materials shall be made on a daily basis by the Inspector or by his/her designee.

5-1.22 QUALITY ASSURANCE

The Agency uses a Quality Assurance Program (QAP) to ensure a material is produced to comply with the Contract. You may examine the records and reports of tests the Agency performs if they are available at the job site.

Schedule work to allow time for QAP.

5-1.23 CHANGED CONDITIONS

Differing Site Conditions

1. During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract, are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before the site is disturbed and before the affected work is performed.

2. Upon written notification, the engineer will investigate the conditions, and if it is determined that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the contract, an adjustment, excluding anticipated profits, will be made and the contract modified in writing accordingly. The engineer will notify the contractor of the determination whether or not an adjustment of the contract is warranted.
3. No contract adjustment which results in a benefit to the contractor will be allowed unless the contractor has provided the required written notice.
4. No contract adjustment will be allowed under this clause for any effects caused on unchanged work. (This provision may be omitted by the Local Agency, at their option.)

Suspensions of Work Ordered by the Engineer

1. If the performance of all or any portion of the work is suspended or delayed by the engineer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the contractor shall submit to the engineer in writing a request for adjustment within 7 calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.
2. Upon receipt, the engineer will evaluate the contractor's request. If the engineer agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the engineer will make an adjustment (excluding profit) and modify the contract in writing accordingly. The contractor will be notified of the engineer's determination whether or not an adjustment of the contract is warranted.
3. No contract adjustment will be allowed unless the contractor has submitted the request for adjustment within the time prescribed.
4. No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided or excluded under any other term or condition of this contract.

Significant Changes in the Character of Work

1. The engineer reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the contract nor release the surety, and the contractor agrees to perform the work as altered.
2. If the alterations or changes in quantities significantly change the character of the work under the contract, whether such alterations or changes are in themselves significant changes to the character of the work or by affecting other work cause such other work to become significantly different in character, an adjustment, excluding anticipated profit, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the contractor in such amount as the engineer may determine to be fair and equitable.
3. If the alterations or changes in quantities do not significantly change the character of the work to be performed under the contract, the altered work will be paid for as provided elsewhere in the contract.
4. The term “significant change” shall be construed to apply only to the following

circumstances:

- When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction; or
- When a major item of work, as defined elsewhere in the contract, is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125 percent of original contract item quantity, or in case of a decrease below 75 percent, to the actual amount of work performed.

5-1.24 PROGRESS PAYMENTS

Progress payments shall be in accordance with Section 9-1.06 of the Standard Specifications, Partial Payments, and these special provisions. The City shall, once each month, cause an estimate in writing to be made by the City Engineer of the total amount of work done and the acceptable materials furnished and delivered by the Contractor on the ground and not used at the time of such estimate, and the value thereof. The City of Alameda shall retain five percent (5%) of such estimated value of the work done and fifty percent (50%) of the value of the materials so estimated to have been furnished and delivered and unused, as aforesaid, as part security for the fulfillment of the contract by the Contractor, and shall monthly pay to the Contractor, while carrying on the work, the balance not retained, as aforesaid, after deduction therefrom all previous payments and all sums to be kept or retained under the provisions of the contract. No such estimate or payment shall be required to be made, when, in the judgment of the City Engineer, the work is not proceeding in accordance with the provisions of the contract, or when in his judgment, the total value of the work done since the last estimate amounts to less than three hundred dollars ($300.00). No such estimate or payment shall be construed to be an acceptance of any defective work or improper materials.

5-1.25 SUBSTITUTION OF SECURITIES FOR WITHHELD ACCOUNTS

Pursuant to Chapter 13 (commending with Section 4590), Division 5, Title 1 of the Government Code of the State of California, securities may be substituted for any monies withheld by a public agency to ensure performance under a contract. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the public agency, or with a state or federally chartered bank as the escrow agent, who shall pay such monies to the Contractor upon satisfactory completion of the contract.

Securities eligible for substitution under this section shall include those listed in Section 22300 of the Public Contract Code of the State of California or bank or savings and loan certificates of deposit.

Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon.

Any escrow agreement entered into pursuant to this section shall contain, as a minimum, the following provisions:

1. The amount of securities to be deposited.

2. The terms and conditions of conversion to cash in case of the default of the Contractor.

4. The termination of the escrow upon completion of the contract.

5-1.26 NOTICE OF COMPLETION

Whenever the work provided and contemplated by the contract shall have been satisfactorily completed, the Engineer will make the final inspection.

When such final inspection shows that the work has been completed in conformance with the plans, specifications and special provisions, the Engineer will recommend the formal acceptance of the work by the City Council; and upon such acceptance, Notice of Completion will be recorded. The said work shall not be deemed completed until the same is accepted by the City.

5-1.27 FINAL PAYMENT

The City Engineer shall, after the completion of the contract, make a final estimate of the amount of work done thereunder, and the value of such work, and the City of Alameda shall pay the entire sum so found to be due after deducting therefrom all previous payments and all amounts to be kept and all amounts to be retained under the provisions of the contract. All prior partial estimates and payments shall be subject to correction in the final estimate and payment. Final payment shall not be due until the expiration of thirty (30) days after recordation of Notice of Completion pursuant to Section 3184 of the Civil Code of the State of California and only when such notice has been received by City, but in no event later than sixty (60) days provided no liens are filed.

It is mutually agreed between the parties to the contract that no certificate given or payments made under the contract, except the final certificate of final payment, shall be conclusive evidence of the performance of the contract, either wholly or in part, against any claim of the Contractor; and no payment shall be construed to be an acceptance of any defective work or improper materials.

The Contractor further agrees that the payment of the final amount due under the contract, and the adjustment and payment for any work done in accordance with any alterations of the same, shall release the City of Alameda, its officers, employees and agents from any and all claims or liability on account of work performed under the contract or any alteration thereof.

5-1.28 PAYROLL RECORDS

The provisions of Section 7-1.01A (3), "Payroll Records," of the Standard Specifications are amended with the following:

"(h) The Contractor shall permit the Engineer to interview employees during working hours on the job to verify the above mentioned payroll records."

5-1.29 SCOPE OF PAYMENT

The provisions of Section 9-1.02, "Scope of Payment," of the Standard Specifications are amended with the following:

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals necessary to the completed work and for performing all work contemplated and embraced under the contract whose payment is not clearly embraced in the various contract payment clauses shall be considered as included in the various contract items of work and no additional compensation will be allowed.

5-1.30 BUY AMERICA REQUIREMENTS

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

Furnish steel and iron materials to be incorporated into the work with certificates 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 (03124/1995)];
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.

5-1.31 SUBCONTRACTORS

All contractors shall comply with the State Subletting and Subcontracting Fair Practices Act, found in Section 4100 through 4112, Government Code of California. A copy of said Act is available in the office of the City Engineer. Said Act is hereby made a part of the specifications

on the above-mentioned job and all contractors submitting bids shall accompany the bid with information regarding subcontractors as therein provided. All Subcontractors shall have a current City of Alameda business license.

5-1.32 SUBCONTRACTING

Attention is directed to the provisions in Section 8-1.01, "Subcontracting," and these special provisions.

No subcontract releases the Contractor from the contract or relieves the Contractor of their responsibility for a subcontractor's work.

If the Contractor violates Pub Cont Code § 4100 et seq., the City of Alameda may exercise the remedies provided under Pub Cont Code § 4110. The City of Alameda may refer the violation to the Contractors State License Board as provided under Pub Cont Code § 4111.

The Contractor shall perform work equaling at least 30 percent of the value of the original total bid with the Contractor’s own employees and equipment, owned or rented, with or without operators.

Each subcontract must comply with the contract.

Each subcontractor must have an active and valid State contractor's license with a classification appropriate for the work to be performed (Bus & Prof Code, § 7000 et seq.).

Submit copies of subcontracts upon request by the Engineer.

Before subcontracted work starts, submit a Subcontracting Request form.

Do not use a debarred contractor; a current list of debarred contractors is available at the Department of Industrial Relations' Web site, http://www.dir.ca.gov/DLSE/Debar.html.

Upon request by the Engineer, immediately remove and not again use a subcontractor who fails to prosecute the work satisfactorily.

Each subcontract and any lower tier subcontract that may in turn be made shall include the "Required Contract Provisions Federal-Aid Construction Contracts" in Section 14 of these special provisions. Noncompliance shall be corrected. Payment for subcontracted work involved will be withheld from progress payments due, or to become due, until correction is made. Failure to comply may result in termination of the contract.

5-1.33 PROMPT PROGRESS PAYMENT TO SUBCONTRACTORS

A prime contractor or subcontractor shall pay any subcontractor not later than 10 days of receipt of each progress payment in accordance with the provision in Section 7108.5 of the

California Business and Professions Code concerning prompt payment to subcontractors. The 10 days is applicable unless a longer period is agreed to in writing. Any delay or postponement of payment over 30 days may take place only for good cause and with the agency's prior written approval. Any violation of Section 7108.5 shall subject the violating contractor or subcontractor to the penalties, sanction and other remedies of that section. 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 prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

5-1.34 PROMPT PAYMENT OF FUNDS WITHHELD TO SUBCONTRACTORS

The City 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 a subcontractor within seven (7) days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency, unless as agreed to in writing by the prime contractor and subcontractor, pursuant to Section 7108.5 of the Business and Professions Code. Any violation of this provision shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified in Section this code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

5-1.35 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 *Construction Contract DBE Commitment* form unless you receive authorization for a substitution.

The Agency requests the Contractor to:

1. Notify the Resident Engineer or Inspector of any changes to its anticipated DBE participation
2. Provide this notification before starting the affected work
3. Maintain records including:

- Name and business address of each 1st-tier subcontractor
- Name and business address of each DBE subcontractor, DBE vendor, and DBE trucking company, regardless of tier
- Date of payment and total amount paid to each business (see Exhibit 9-F: Monthly Disadvantaged Business Enterprise Payment)

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 15th 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.

5-1.36 DBE CERTIFICATION STATUS

If a DBE subcontractor is decertified during the life of the project, the decertified subcontractor shall notify the Contractor in writing with the date of decertification. If a subcontractor becomes a certified DBE during the life of the project, the subcontractor shall notify the Contractor in writing with the date of certification. The Contractor shall furnish the written documentation to the Engineer.

Upon completion of the contract, "Disadvantaged Business Enterprises (DBE) Certification Status Change" Form CEM-2403(F) indicating the DBEs' existing certification status shall be signed and certified correct by the Contractor. The certified form shall be furnished to the Engineer within 90 days from the date of contract acceptance.

5-1.37 PERFORMANCE OF SUBCONTRACTORS

The subcontractors listed by the Contractor in conformance with Section 2-1.054, “Required Listing of Proposed Subcontractors,” of the Standard Specifications, shall perform the work and supply the materials for which they are listed, unless the Contractor has received prior written authorization to perform the work with other forces or to obtain the materials from other sources.

The Contractor should notify the Engineer in writing of any changes to its anticipated DBE participation. This notice should be provided prior to the commencement of that portion of the work.

5-1.38 PERFORMANCE OF DISADVANTAGED BUSINESS ENTERPRISES

DBEs must perform work or supply materials as listed in the Exhibit 15-G *Construction Contract DBE Commitment* 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 the bidder 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.
9. Listed DBE fails or refuses to perform the work or furnish the listed materials.
10. Listed DBE's work is unsatisfactory and not in compliance with the contract.
11. Listed DBE is ineligible to work on the project because of suspension or debarment.
12. Listed DBE becomes bankrupt or insolvent.
13. Listed DBE voluntarily withdraws with written notice from the Contract
14. Listed DBE is ineligible to receive credit for the type of work required.
15. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.
16. 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 or exceed the DBE goal.

The contractor or consultant shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor or subconsultant obtains the agency's written consent. Unless the agency's consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE on the *Exhibit 15-G: Construction Contract DBE Commitment.*

5-1.39 SUBCONTRACTING PERCENTAGE

Attention is directed to the provisions in Section 8-1.01, "Subcontracting," and these special provisions.

The provisions in the third paragraph of Section 8-1.01, "Subcontracting," of the Standard Specifications, that the Contractor shall perform with the Contractor's own organization contract work amounting to not less than 50 percent of the original contract price, is not changed by the Federal Aid requirement specified under "Required Contract Provisions Federal-Aid Construction Contracts" attached to these special provisions that the Contractor perform not less than 30 percent of the original contract work with the Contractor's own organization.

Each subcontract and any lower tier subcontract that may in turn be made shall include the "Required Contract Provisions Federal-Aid Construction Contracts" in Section 14 of these special provisions. Noncompliance shall be corrected. Payment for subcontracted work involved will be withheld from progress payments due, or to become due, until correction is made. Failure to comply may result in termination of the contract.

Pursuant to the provisions in 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.

5-1.40 PARTNERING

The City/County of Alameda will promote the formation of a "Partnering" relationship with the Contractor in order to effectively complete the contract to the benefit of both parties. The purpose of this relationship will be to maintain cooperative communication and mutually resolve conflicts at the lowest possible management level.

The Contractor may request the formation of such a "Partnering" relationship by submitting a request in writing to the Engineer after approval of the contract. If the Contractor's request for "Partnering" is approved by the Engineer, scheduling of a "Partnering" workshop, selecting the "Partnering" facilitator and workshop site, and other administrative details shall be as agreed to by both parties.

The costs involved in providing a facilitator and a workshop site will be borne equally by the City/County of Alameda and the Contractor. The Contractor shall pay all compensation for the wages and expenses of the facilitator, and of the expenses for obtaining the workshop site. The State's share of such costs will be reimbursed to the Contractor in a change order written by the Engineer. Markups will not be added. All other costs associated with the "Partnering" relationship will be borne separately by the party incurring the costs.

The establishment of a "Partnering" relationship will not change or modify the terms and conditions of the contract and will not relieve either party of the legal requirements of the contract.

Required for ALL construction contracts administered under the Caltrans Standard Specifications.

5-1.41 PAYMENTS.

Attention is directed to Section 9-1.06, "Partial Payments," and 9-1.07, "Payment After Acceptance," of the Standard Specifications and these special provisions.

For the purpose of making partial payments pursuant to Section 9-1.06, "Partial 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 the contract item of work, which will be recognized for progress payment purposes.

After acceptance of the contract pursuant to the provisions in Section 7-1.17, "Acceptance of Contract," 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 the 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.

In determining the partial payments to be made to the Contractor, only the following listed materials will be considered for inclusion in the payment as materials furnished but not incorporated in the work:

Required for ALL construction contracts administered under the Caltrans Standard Specifications where construction activities will either encroach or affect State of California facilities.

5-1.42 ENCROACHMENT PERMIT

Prior to start of work within the State of California’s right-of-way or work affecting the State of California facilities, the contractor will be required to obtain an Encroachment Permit at the following State of California Transportation office:

CALTRANS, DISTRICT 4
Permit Engineer
111 Grand Avenue
Oakland, CA 94612

Caltrans fee exemption may apply. Check with the Caltrans district permit office.

Full compensation for conforming to the requirements in this permit, including the cost of the permit, shall be considered as included in the contract prices paid for the various item or work and no additional compensation will be allowed therefore.

5-1.43 TRAINING

For the Federal training program, the number of trainees or apprentices is Zero (0).

5. SECTION 6. (INTENTIONALLY LEFT BLANK)

6. SECTION 7. LEGAL RELATIONS AND RESPONSIBILITY

7-1.01 LAWS TO BE OBSERVED

The Contractor shall keep himself fully informed of all existing and future state and federal laws and all municipal ordinances and regulations of the City of Alameda which in any manner affect those engaged or employed in the work, or the materials used in the work, or which in any way affect the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same.

7-1.02 HOURS OF LABOR

Eight (8) hours labor shall constitute a legal day's work in the performance of the work herein contemplated. The Contractor shall forfeit, as penalty to the City of Alameda, twenty-five dollars ($25.00) for each workman employed in the execution of the contract by him, or by any subcontractor under him, upon any of the work herein mentioned, for each calendar day during which said workman is required or permitted to labor more than eight hours in violation of the provisions of the Labor Code, and, in particular, Sections 1810 to 1817 thereof, inclusive.

7-1.03 LEGAL HOLIDAYS

Contractor shall not work on a City's legal holiday. Below are the remaining holiday's for 2019:

Memorial Day	Monday, May 27, 2019
Independence Day	Thursday, July 4, 2019
Labor Day	Monday, September 2, 2019
Veteran's Day	Monday, November 11, 2019
Thanksgiving Day	Thursday, November 28, 2019
Day after Thanksgiving Day	Friday, November 29, 2019
Christmas Day	Wednesday, December 25, 2019

The Contractor shall coordinate his work so that July 4th Parade will not be adversely affected. In particular, barricades, excavations, material stockpiling, heavy equipment, newly poured concrete, fresh crack sealing, and other items unsuitable for pedestrian traffic, will not be allowed in the vicinity of the event, on Otis Drive between Willow Street and Grand Street or within one block in any direction on the side streets.

7-1.04 LABOR NONDISCRIMINATION

Attention is directed to the following Notice that is required by Chapter 5 of Division 4 of Title 2, California Code of Regulations.

NOTICE OF REQUIREMENT FOR NONDISCRIMINATION PROGRAM (GOV. CODE, SECTION 12990)

Your attention is called to the "Nondiscrimination Clause", set forth in Section 7-1.01A(4), "Labor Nondiscrimination," of the Standard Specifications, which is applicable to all nonexempt state contracts and subcontracts, and to the "Standard California Nondiscrimination Construction Contract Specifications" set forth therein. The Specifications are applicable to all nonexempt state construction contracts and subcontracts of $5,000 or more. The section states:

"No discrimination shall be made in the employment of persons upon public works because of the race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons, except as provided in Section 12940 of the Government Code, and every Contractor for public works violating this section is subject to all the penalties imposed for a violation of this chapter."

7-1.05 SCHEDULE OF PREVAILING WAGES

In accordance with the provisions of Section 1773 of the Labor Code, the City Council of the City of Alameda has ascertained the general prevailing rate of wages applicable to the work to be done.

Any classification omitted herein shall receive not less than the lowest wage tabulated herein.

Overtime shall be not less than one and one half (1-1/2) times the specified rates.

The Contractor shall forfeit twenty-five dollars ($25.00) for each calendar day, or portion thereof, for each worker paid less than the stipulated prevailing rates for such work or craft in which such workman is employed for the work mentioned herein by any subcontractor under the Contractor.

Pursuant to Section 1773, and following, of the California Labor Code, the Contractor shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. The Contractor shall post a copy of such determination at the job site.

Pursuant to the provisions of the Davis-Bacon Act, the Contractor shall pay not less than the wage rates determined by the Secretary of Labor. The Federal wage rates are applicable

unless the State wage rates are higher. The Federal Wage Rates that apply are those current within ten (10) days of the bid due date.

Attached as Exhibit A are recent determinations for those crafts associated with this project. The latest general prevailing wage determination, issued by the Division of Labor Statistics and Research for those crafts normally associated with public works construction, is on file and can be reviewed in the Public Works Department, Building 1, 950 W. Mall Square, Room 110, Alameda, CA 94501.

For those crafts or job classifications requiring special prevailing wage determinations, please contact the Division of Labor Statistics and Research, Prevailing Wage Unit, P.O. Box 420603, San Francisco, CA 94142-0603, (415) 703-4774 or check out the web site at www.dir.ca.gov. The federal minimum wage rates are available directly from the Department of Labor Home Page under www.gpo.gov/davisbacon.

7-1.06 CERTIFIED PAYROLL

Contractor's attention is directed to California Labor Code Section 1776, which requires Contractor and any subcontractors to keep an accurate payroll record and which establishes inspection and penalty provisions. Certified payrolls shall be prepared and submitted weekly to the inspector by the Contractor and each subcontractor. Contractor is responsible for the submission of copies of payrolls by all subcontractors.

Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his/her agent, who pays or supervises the payment of the persons employed under the contract and shall certify the following:

1. That the payroll for the payroll period contains the name, social security number, and address of each employee, his or her correct classification, including applicable area and group code, hourly rates of wages paid, daily and weekly number of hours worked, deductions made and actual wages paid and that such information is correct and complete;

2. That such laborer or mechanic (including each helper, apprentice and trainee) employed on the contract during the payroll periods 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;

3. 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.

If the Contractor or Subcontractor does not work during the payroll period, a Statement of Non-Working Days must be submitted for each day not worked.

The forms in Exhibit B shall be completed and submitted before the first payment is made by the City of Alameda by the low bidder.

7-1.07 APPRENTICES

Attention is directed to the provisions in Sections 1777.5 and 1777.6 of the Labor Code, concerning the employment of apprentices by the Contractor, or any subcontractor under him, on contracts greater than thirty thousand dollars ($30,000) or twenty (20) working days.

Section 1777.5 requires the Contractor or subcontractor employing tradesmen in any apprenticeable occupation to apply to the joint apprenticeship committee nearest the site of the public works project, and which administers the apprenticeship program in that trade, for a certificate of approval, if they have not previously applied and are covered by the local apprenticeship standards. The certificate will also fix the ratio of apprentices to journeymen that will be used in the performance of the contract. The ratio of apprentices to journeymen in such cases shall not be less than one to five except:

1. When unemployment in the area of coverage by the joint apprenticeship committee has exceeded an average of fifteen percent (15%) in the ninety (90) days prior to the request for certificate, or

2. When the number of apprentices in training in the area exceeds a ratio of one to five, or

3. When the trade can show that it is replacing at least one-thirtieth (1/30) of its membership through apprenticeship training on an annual basis statewide or locally, or,

4. When the Contractor provides evidence that he employs registered apprentices on all of his contracts on an annual average of not less than one apprentice to eight journeymen.

5. When assignment of an apprentice creates a condition jeopardizing his life or the life, safety, or property of fellow employees or the public, or when the specific task is of such nature that training cannot be provided by a journeyman.

The Contractor is required to make contributions to funds established for the administration of apprenticeship programs if: (1) the Contractor employs registered apprentices or journeymen in any apprenticeable trade on such contracts and if other contractors on the public works site are making such contributions; or (2) if the Contractor who is not a signatory to an apprenticeship fund and if the fund's administrator is unable to accept Contractor's required contribution. The Contractor or subcontractor shall pay a like amount to the California Apprenticeship Council.

The Contractor and any subcontractor under him shall comply with the requirements of Sections 1777.5 and 1777.6 in the employment of apprentices.

Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex-officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

7-1.08 REGISTRATION AND LICENSING OF CONTRACTORS AND SUBCONTRACTORS

In accordance with California Public Contract Code 20103.5 when federal funds are involved in local agency contracts, no bid shall be invalidated by the failure of the bidder to be licensed in California at the time of bid opening. However, at the time of award the selected contractor shall be properly licensed in accordance with the laws of the State and City of Alameda. *The Contractor must be properly licensed as a contractor from contract award through Contract acceptance (Public Contract Code Section 10164).* Contractor shall possess a Type "A" license prior to award of Contract or other license qualifying the bidder to bid as a prime Contractor, prior to award of Contract as approved by Council.

All contractors shall comply with the State Subletting and Subcontracting Fair Practices Act, found in Section 4100 through 4112, Government Code of California. A copy of said Act is available in the office of the City Engineer. Said Act is hereby made a part of the specifications on the above-mentioned job and all contractors submitting bids shall accompany the bid with information regarding subcontractors as therein provided. All Subcontractors shall have a current City of Alameda business license prior to award of the Contract as approved by Council.

7-1.09 CITY OF ALAMEDA PERMITS

The Contractor shall procure all permits and licenses, including City of Alameda business licenses and pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work. However the contractor will be reimbursed for construction permit fees. The estimated cost shown as an allowance in the bid proposal is only for bidding purposes. Payment shall be made for the actual cost of the permit. The cost for a City of Alameda business license is not reimbursable. The cost of the purchase of "No Parking/Tow Away" signs is not reimbursable. Each Subcontractor shall have a current City of Alameda business license.

The following permit(s) and/or license(s) are required for this project:

1. A **City of Alameda Business License** from the City of Alameda, 2263 Santa Clara Avenue, Finance Department, Room 220, Alameda. (Not refundable)
2. **"No Parking/Tow Away" signs** from City Hall, 2263 Santa Clara Avenue, Planning and Building Services, Room 190, Alameda. (Not refundable)
3. **Excavation Permit** from City Hall, 2263 Santa Clara Avenue, Planning and Building Services, Room 190, Alameda. (Refundable)

4. **Concrete Permit** from City Hall, 2263 Santa Clara Avenue, Planning and Building Services, Room 190, Alameda. (Refundable)

7-1.10 (INTENTIONALLY LEFT BLANK - NOT USED)

7-1.11 PATENTS

The Contractor shall assume all costs arising from the use of patented materials, equipment, devices or processes used on or incorporated in the work, and agrees to indemnify and hold harmless the City of Alameda, its officers, employees and agents from all suits at law or actions of any nature, damages, royalties and costs on account of the use of any patented materials, equipment, devices or processes.

7-1.12 RESPONSIBILITY FOR DAMAGES

The City of Alameda and State of California, its officers, employees and agents, shall not be answerable or accountable in any manner for any loss or damage to the work or any part thereof, nor to any material or equipment used in performing the work, nor for injury or damage to any person or persons, either workmen or the public, for damage to adjoining property from any cause whatsoever during the progress of the work nor at any time before final acceptance.

7-1.13 CONTRACTOR'S RESPONSIBILITY FOR THE WORK

Except as provided above, until formal acceptance of the work by the City, the Contractor shall have the charge and care thereof and shall bear the risk of injury or damage to any part thereof by the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore and make good all injuries or damages to any portion of the work occasioned by any of the above causes before final acceptance and shall bear the expense thereof, except such injuries or damages occasioned by acts of the Federal Government or the public enemy. The Contractor will not be responsible for the cost of repairing or restoring damage to the work, which damage is determined to have been proximately caused by an act of God, in excess of five percent (5%) of the contracted amount.

7-1.14 SAFETY PROVISIONS

The Contractor shall conform to the rules and regulations pertaining to safety established by the California Division of Occupational Safety and Health of the Industrial Relations Department (CAL-OSHA).

7-1.15 RESPONSIBILITY OF CITY

The City and the State of California shall not be held responsible for the care or protection of any material or parts of the work prior to final acceptance, except as expressly provided in these specifications.

7-1.16 NO PERSONAL LIABILITY

Neither the City Council, City Manager, the City Engineer, nor any other officer or authorized assistant or agent, the State of California, officers or authorized assistant or agent, shall be personally responsible for any liability arising under this contract.

7-1.17 PUBLIC CONVENIENCE AND SAFETY

The Contractor shall so conduct his operations as to cause the least possible obstruction and inconvenience to public traffic. The Contractor shall furnish, erect and maintain such fences, barriers, lights and signs as are necessary in accordance with California Manual of Uniform Traffic Control Devices (CA-MUTCD), Caltran's Standards and Specifications, and Section 10 of the special provisions, or as required by the Engineer to give adequate warning to the public at all times that the work is in progress and of any dangerous conditions to be encountered as a result of the work or of the presence of the Contractor's equipment or machinery.

Contractor shall notify residents and businesses of the proposed work and post temporary, approved, "No Parking" signs along the street and by hanging door hangers at each residence bordering the work area.

7-1.18 NOTICE TO CONTRACTORS

Any notice required to be given to the Contractor by the City of Alameda or by the City Engineer or by any officer of said City may be given to said Contractor at the address shown in the Contractor's proposal. Such notice may be given by mailing a copy of said notice to the Contractor to such address by United States certified mail. Evidence of such mailing shall be deemed the equivalent of personal services of said notice.

7-1.19 UTILITIES

Where High and Low Risk utilities exist within the project limits but outside areas of planned excavation, "no excavation may be made within 1.2m (4 feet) of these utilities unless and until such utilities have been positively located as to horizontal and vertical position".

The location of railroad tracks, utility facilities and other structures shall be the responsibility of the Contractor. The Contractor shall contact the owners of those tracks, facilities and structures for any information that may be required. The Contractor shall contact

Underground Services Alert (USA) at 800-642-2444 forty-eight (48) hours prior to commencement of work.

Where existing sewers and storm drains cross or interfere in any way with construction under this contract, they shall be left in place and the Contractor shall work around them, or where feasible and practical, the Contractor may, with the permission of the City Engineer, remove and replace them at his/her own expense. Precautions shall be exercised to provide bearing under existing sewer lines so encountered to preclude settlement during or after the term of the contract. In the event that some of these sewers are abandoned, they may, with the permission of the City Engineer, be removed and not replaced. The Contractor shall provide submittals for the Engineer's review and approval for supporting utilities.

The owners of pipes, wires, conduits, vaults and other utilities (other than sewers) located in the City streets which could conflict with the proposed work will be notified by the City Engineer to remove or adjust the same, without cost to the Contractor, to such extent as will allow the prosecution of the work described herein according to the necessities thereof and in accordance with these specifications. Wherever and whenever the Contractor anticipates working in an area from which utilities must be removed at the expense of others, he/she shall notify the City Engineer sufficiently in advance (a minimum of ten (10) working days) to permit the owners thereof to rearrange or abandon such utilities, and he/she shall cooperate with the owners thereof in the performance of the work under this contract.

The work will be so prosecuted that a minimum of damage will result to utility services. In the event that utility services are damaged or interrupted, the Contractor shall immediately, at his/her own expense, restore such services in a manner satisfactory to the City Engineer. In the event that an interruption of utility services is sustained for a period of longer than one-half hour, it shall be the responsibility of the Contractor to notify the occupants of the premises to which said services are connected, so that no damage will accrue on or to said premises.

The Contractor shall perform all work in such manner as to prevent damage to utilities lying outside of or below a required excavation of trench area.

7-1.20 SOUND CONTROL REQUIREMENTS

Sound control shall conform to Section 4-10 of the Alameda Municipal Code, which prohibits weekday construction activities between 7 PM and 7 AM.

7-1.21 CONSTRUCTION SITE CONTROLS

Within five (5) business days of the date the work is to commence pursuant to the NTP, the Contractor shall submit an Erosion/Water Pollution Prevention Plan (WPPP) as part of its Initial Project Submittal Package for the Engineer's review." This Plan shall include appropriate erosion and sediment control measures to effectively prevent the entry of soil, dirt, debris and other pollutants to stormwater runoff, the storm drain system, the lagoons or the bay/estuary

during construction. No work under this Contract may begin until the Engineer has approved the Contractor's Erosion/Water Pollution Prevention Plan.

Erosion and sediment control plans/sheets shall indicate the specifications and maintenance schedules for the installation and upkeep of the erosion control mechanisms. Specifications shall be provided for the erosion control practices, perimeter protection(s), any silt fencing and fiber rolls to be used, storm drain inlet protections, stabilized construction entrance(s) and exits, site and excavation dewatering activities, vehicle tire wash area(s), vehicle and equipment servicing area(s), and the materials handling and storage area(s). These specifications should meet the same level of erosion and sediment control effectiveness established by practices identified in the San Francisco Bay Regional Water Quality Control Board's Erosion and Sediment Control Field Manual (510-622-2465), the Association of Bay Area Government's Manual of Standards for Erosion and Sediment Control (510-464-7900) and/or the California Stormwater Quality Association's Stormwater Best Management Practice Handbook – Construction (2003) (www.cabmphandbooks.com). Contact City Public Works Department Clean Water Program Specialist Jim Barse (510-747-7950) for additional assistance in obtaining copies of these reference documents.

The Contractor is responsible for ensuring that all of his/her workers and subcontractors are aware of and implement the specific stormwater quality control measures under the approved Erosion/Water Pollution Prevention Plan. The Contractor(s) shall avoid creating excess dust when breaking asphalt/concrete and during excavation and grading. If water is to be used as a measure for dust control, use as little as possible. All wash water shall be kept out of streets, gutters and storm drains. Controls shall be implemented before construction begins and maintained until the end of construction at which time they shall be removed.

Failure to comply with the following approved construction Best Management Practices ("BMPs") shall result in the issuance of correction notices, citations and/or a project stop order:

1. Gather all construction debris on a regular basis and place it in a dumpster or other container which is emptied or removed on a weekly basis. When appropriate, use tarps on the ground to collect fallen debris or splatters that could contribute to stormwater pollution. After breaking old pavement, remove all pieces to avoid contact with rainfall or runoff.

2. Remove on-site piles from the site on a regular basis. Only temporary storage is allowed. All temporary soil or other stockpiles on site shall be securely covered with a tarp, plastic sheeting or similar material.

3. Remove all dirt/mud, gravel, rubbish, refuse and green waste from the sidewalk, street pavement, and storm drain system adjoining the project site daily and prior to rain. Clean up leaks, drips and spills immediately. Avoid unnecessary driving on unpaved areas during wet weather.

4. Install and maintain stabilized construction entrances to minimize the tracking of dirt, mud, dust and debris onto the public right-of-way.

5. Broom-sweep the sidewalk and public street pavement adjoining the project site daily and prior to rain. Caked-on mud or dirt shall be scraped from these areas before sweeping. At the completion of work the street shall be washed and the wash water collected and disposed offsite.

6. Install filter materials (such as block and gravel bags, sandbags, filter fabric) at the storm drain inlets surrounding the project site. Such inlet protections shall be installed before: the start of the rainy season (October 15), site de-watering activities, saw-cutting activities, or any other activity that may result in the discharge of material to the storm drain. Filter materials shall be maintained and/or replaced as necessary to minimize short-cutting and to remove sediment deposits and buildup. Accumulated sediment/debris shall be disposed of properly.

7. Vacuum or shovel saw-cutting slurry and remove from site. Do not allow saw-cut slurry to enter the storm water conveyance system.

8. Create a contained and covered area on the site for the storage of cement bags, paints, flammables, oils, fertilizers, pesticides, or any other materials used on the project site that have the potential for being discharged to the storm drain system by wind, exposure to rainfall or in the event of a material spill.

9. Never clean machinery, tools, brushes, etc. or rinse containers into a street, gutter, storm drain or stream. See the *Building Maintenance and Remodeling* BMP flyer and ACCWP BMP brochures for more information. Contact the Public Works Department, Environmental Services Division at 747-7950 for assistance with obtaining these documents.

10. Ensure that concrete/granite supply trucks or concrete/plaster finishing operations do not discharge wash water into street gutters or drains. Concrete trucks shall have a self-contained washout system or discharge to a dedicated, secure site washout in order to avoid the possibility of debris on city streets or discharge of wash water to the storm water conveyance system.

11. Minimize removal of natural vegetation or ground cover from the site in order to minimize the potential for erosion and sedimentation problems. Re-plant the area, and stabilize all cut and fill slopes as soon as possible after grading is completed. At a minimum, 4,000 pounds/acre of straw with tackifier should be placed on all exposed soils including those within active work areas and flat lots. **No site grading shall occur between October 1 and May 31 unless approved erosion and sedimentation control measures are in place.**

12. Provide erosion “prevention” and perimeter protection measures (soil stabilization) such as fiber rolls, silt fence, and/or sediment traps or basins. Ensure control measures are adequately maintained and in operable condition. Sediment controls, including inlet protection, are necessary but should be a secondary defense behind good erosion control and site perimeter measures.

13. Design site de-watering operations to prevent the discharge of any sediment, debris or other pollutants to the municipal storm water conveyance system.

14. Maintain and if necessary, repair, all erosion prevention and sediment control measures throughout the (rainy? contract term? execution of the contract?) season. Replacement supplies should be kept on site. Site inspections shall be conducted before and after each storm event, and every 24 hours for extended storm events, to identify areas that contribute to erosion and sediment problems or any other pollutant discharges. If additional measures are needed, inform the City Engineer immediately and document all inspection findings and actions taken.

15. Conduct visual observations before, during, and after storm events. Any breach, malfunction, leakage, or spill observed that could result in the discharge of pollutants to surface waters that might not be visually detectable in stormwater shall trigger the collection of a sample of discharge. The following procedures shall be followed during sampling:

Sampling Procedures:

- For all construction activity, identify a sampling and analysis strategy and sampling schedule for potential discharges discovered through visual monitoring.
- Any breach, malfunction, leakage, or spill observed during visual monitoring which could result in the discharge of pollutants to surface waters that would not be visually detectable in stormwater shall trigger the collection of a sample of discharge.
- Samples shall be collected at all discharge locations which drain the areas identified by the visual observations and which can be safely accessed.
- Personnel trained in water quality sampling procedures shall collect stormwater samples.
- An uncontaminated sample shall be collected for comparison with the discharge sample.
- Sampling shall be conducted during the first two hours of discharge from rain events that occur during daylight hours and which generate runoff.
- The uncontaminated sample shall be compared to the samples of discharge using field analysis or through laboratory analysis. Analyses may include, but are not limited to indicator parameters such as: pH, specific conductance, dissolved oxygen, conductivity, salinity, and TDS
- All field and/or analytical data shall be kept in the SWPPP document, which is to remain at the construction site at all times.

16. Contact the City of Alameda Environmental Services Division in the event of any slope failure, sediment pond overflow, or any other malfunction resulting in sediment-laden runoff. The City shall, in turn, report such incidents to the Regional Water Quality Control Board.

17. Clearly mark with the words, “No Dumping! Drains to Bay” or the equivalent, using methods approved by the City of Alameda, onto the on-site storm drain inlets. All on-site storm drains must be inspected and, if necessary, cleaned, at least once a year immediately prior to the rainy season. Additional cleaning may be required by the City of Alameda.

18. Require all concrete trucks used in the performance of the work to have a self-contained washout system, rather than do washout on the site. The idea is to avoid:

a. An undesirable pile of concrete on the jobsite, and
b. The possibility of debris on city streets.

The objective of these Standard Conditions is to ensure that the City's municipal storm water Permit, the National Pollutant Discharge Elimination System (NPDES) Permit provisions and additional Regional Water Quality Control Board requirements are adequately enforced.

These recommendations are intended to be used in conjunction with the State's Best Management Practices Municipal and Construction Handbooks, local program guidance materials from municipalities, Section 7.1.01, of the Standard Specifications and any other appropriate documents on storm water quality controls for construction. If you need assistance in checking these documents, contact Clean Water Program Specialist at 510-747-7950.

Failure to comply with the above program will result in issuance of noncompliance notices, citations, project stop orders or fines. The fine for noncompliance of the above program is two hundred and fifty dollars ($250.00) per occurrence per day. The State under the Federal Clean Water Act can also impose a fine on the Contractor.

7-1.22 RECYCLING OF CONSTRUCITON AND DEMOLITION DEBRIS REQUIRED

The Contractor shall prepare and submit to alameda.wastetracking.com a Waste Management Plan to recycle at least 65% of construction and/or demolition debris to an approved materials recycling location that has proven and verified recycling rates. Source separation of inerts (concrete, rock, brick, asphalt, etc.) is encouraged where possible. The 65% recycling rate shall be determined by total weight of materials.

The Contractor shall also submit to alameda.wastetracking.com a Summary Report, containing proof of actual recycling results of construction and/or demolition debris hauled from the project (ex. processing facility tonnage receipts verifying at least 65% recycling rate). Proof of an approved Waste Management Plan must be provided to the City Engineer before construction starts and proof of an approved Summary Report must be provided before project acceptance. The Contractor shall submit a request, along with proof in writing, to the City Engineer of the Contractor's inability to comply with this requirement.

Refer to Section 10-1.07, Construction Site Management, of these Special Provisions for additional requirements.

7-1.23 REMOVAL OF ASBESTOS, LEAD, CHROMIUM AND HAZARDOUS SUBSTANCES

Refer to 10-1.12. REMOVE TRAFFIC STRIPE AND PAVEMENT MARKINGS, the special provisions and other sections of these specifications.

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.

In conformance with Section 25914.1 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 delay of work in the area delays the current controlling operation, the delay will be considered a right of way delay and the Contractor will be compensated for the delay in conformance with the provisions in Section 8-1.09, "Right of Way Delays," of the Standard Specifications.

Bidders' attention is directed to Cal/OSHA regulations when working with lead containing materials, such as traffic striping, include 8 CA Code of Regs § 1532.1.

ENVIRONMENTAL PROTECTION AGENCY (EPA) REQUIRES CONTRACTORS TO BECOME CERTIFIED LEAD RENOVATORS. All contractors who perform renovation, repair, or painting projects that may disturb lead paint to be Lead RRP Certified. The Certified Lead Renovator Training Course is now available at www.cleanedison.com. The EPA’s new requirement will affect most contractors conducting common renovation and repair work activities since demolition, deconstruction, sanding, and cutting can generate hazardous lead dust and chips by disturbing lead-based paint. This lead contamination has been proven harmful to both adults and children. To protect against these risks, the EPA is now requiring that all contractors be enrolled in the Lead RRP-Certification by September 30, 2010 in order to perform renovation, repair and painting projects in homes, rental facilities, child-occupied facilities, and schools built before 1978. For any contractor performing this work without the Lead RRP Certification, the EPA may seek penalties of up to $37,500 per violation, per day.

7-1.24 CLEAN AIR ACT OF 1970, ET SEQ. AND FEDERAL WATER POLLUTION CONTROL ACT AS AMENDED BY THE CLEAN WATER ACT OF 1977

The Contractor agrees to comply with Federal clean air and water standards during the performance of this contract and specifically agrees to the following:

The term “facility” means any building, plant, installation, structure, mine, vessel or other floating craft, location or site of operations; owned, leased, or supervised; by the Contractor and the subcontractors; for the construction, supply and service contracts entered into by the Contractor;

Any facility to be utilized in the accomplishment of this contract is not listed on the Environmental Protection Agency’s List of Violating Facilities pursuant to 40 CFR, Part 15.20;

In the event a facility utilized in the accomplishment of this contract becomes listed on the EPA list, this contract may be canceled, terminated, or suspended in whole or in part;

It will comply with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Water Pollution Control Act relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308, respectively, and all regulations and guidelines issued thereunder;

It will promptly notify the Government of the receipt of any notice from the Director, Office of Federal Activities, Environmental Protection Agency, indicating that any facility utilized or to be utilized in the accomplishment of this contract is under consideration for listing on the EPA List of Violating Facilities;

It will include the provisions of Paragraph a. through g. in every subcontract or purchase order entered into for the purpose of accomplishing this contract, unless otherwise exempted pursuant to the EPA regulations implementing the Air or Water Acts above (40 CFR, Part 15.5), so that such provisions will be binding on each subcontractor or vendor.

In the event that the Contractor or the subcontractor for the construction, supply and service contracts entered into for the purpose of accomplishing this contract were exempted from complying with the above requirements under the provisions of 40 CFR, Part 15.5 (a), the exemption shall be nullified should the facility give rise to a criminal conviction (see 40 CFR 15.20) during the accomplishment of this contract. Furthermore, with the nullification of the exemption, the above requirements shall be effective. The Contractor shall notify the Government, as soon as the Contractor’s or the subcontractors’ facility is listed for having given rise to a criminal conviction noted in 40 CFR, Part 15.20.

The Contractor shall avoid creating excess dust when breaking asphalt or concrete and during excavation and grading. If water is used for dust control, contractor shall use as little as necessary. Contractor shall take all steps necessary to keep wash water out of the streets, gutters and storm drains.

The Contractor shall develop and implement erosion and sediment control to prevent pollution of storm drains. Such control includes but is not limited to:

A. Use storm drain inlet protection devices such as sand bag barriers, filter fabric fences, block and gravel filters. (Block storm drain inlets prior to the start of the rainy season

(October 15), in site de-watering activities and saw-cutting activities; shovel or vacuum saw-cut slurry and remove from the site).

B. Cover exposed piles of soil or construction material with plastic sheeting. All construction materials must be stored in containers.

C. Sweep and remove all materials from paved surfaces that drain to streets, gutters and storm drains prior to rain as well as at the end of the each work day. At the completion of the project, the street shall be washed and the wash water shall be collected and disposed of offsite in an appropriate location.

D. After breaking old pavement, Contractor shall remove all debris to avoid contact with rainfall or runoff.

E. Contractor shall maintain a clean work area by removing trash, litter, and debris at the end of each work day. Contractor shall also clean up any leaks, drips, and other spills as they occur.

The objective is to ensure that the City and County of Alameda County-Wide Clean Water Program is adequately enforced. These controls should be implemented prior to the start of construction, up-graded as required, maintained during construction phases to provide adequate protection, and removed at the end of construction

These recommendations are intended to be used in conjunction with the State's Best Management Practices Municipal and Construction Handbooks, local program guidance materials from municipalities, Section 7.1.01 of the Standard Specifications and any other appropriate documents on storm water quality controls for construction.

Failure to comply with this program will result in the issuance of noncompliance notices, citations, project stop orders or fines. The fine for noncompliance of the above program is two hundred and fifty dollars ($250.00) per occurrence per day. The State under the Federal Clean Water Act can also impose a fine on the contractor, pursuant to Cal. Water Code §13385.

7-1.25 SUBMITALS AND REQUESTS FOR INFORMATION (RFI)

When the Contractor submits an RFI or Submittal, the Engineer in charge of the project will have two weeks to answer the RFI and one month to answer a submittal from the date of receipt.

7. SECTION 8. MATERIALS

8. SECTION 8-1. MISCELLANEOUS

8-1.01 PREQUALIFIED AND TESTED SIGNING AND DELINEATION MATERIALS

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

The manufacturer of products on the list of Prequalified 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 on the list of Prequalified 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 on the list of Prequalified 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 Prequalified 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. 3M 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. Reflexite "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)

9. SECTION 9. (INTENTIONALLY LEFT BLANK)

10. SECTION 10. CONSTRUCTION DETAILS

10-1 CONSTRUCTION DETAILS

Note: Where no pay item is listed in the bid schedule, the cost for the work described in these construction details shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefor.

10-1.01 PUBLIC CONVENIENCE AND PUBLIC SAFETY.

The Contractor shall maintain at least one lane of traffic in each direction at all times during construction. The full width of the traveled way shall be open for use by public traffic when construction operations are not actively in progress on working days and times provided. All lane closures shall be subject to the prior approval of the City Engineer.

The provisions in Section 12 of the Standard Specifications, regarding furnishing and installing of signs, cones, lights, flares, temporary railing, barricades and other traffic control facilities used for the temporary traffic control are hereby revised to provide that all signs and other warning devices shall be provided by the Contractor and shall become his property after the completion of the contract. The Contractor shall refer to the current "Manual of Warning Signs, Lighting and Devices for use in the Performance of Work Upon Highways" and the "Uniform Sign Chart" issued by the Department of Transportation, Division of Operations, as well as Chapter 6 of the current MUTCD - California.

Flagging must comply with Section 12-1.

No additional compensation will be allowed the Contractor for providing for the free passage of traffic through the work.

Contractor shall be responsible for posting "No Parking-Tow Away" signs seventy-two (72) hours prior to construction. Contractor must obtain these signs at his/her own expense from the City's Central Permits Office.

The Contractor shall furnish, install and maintain such facilities as barricades, traffic signs, and flagmen, as may be necessary to advise the public of construction hazards and to control traffic.

A traffic control plan **signed by a California licensed traffic engineer** identifying the size and location of such facilities shall be submitted to the Engineer for approval at least **one week prior to the preconstruction meeting. No work shall commence without an approved traffic control plan.** Any work being performed without an approved traffic control plan shall be stopped and not paid for until the traffic control plan is approved by the City. To avoid project delays, the Contractor will be responsible in ensuring a properly designed traffic control

plan is submitted for review by the City. Any delays due to the lack of a properly designed traffic control plan will be the responsibility of the Contractor and no additional compensation will be allowed.

At least 72 hours prior to beginning work on a section of street, curb or sidewalk that will affect use of the parking lane, the Contractor shall notify, by approved "No Parking - Tow Away" signs on barricades, all affected property owners, residents, businesses and agencies adjacent to that section of street. The "No-Parking" signs shall state the days, dates, and hours of parking lane closure, and shall be placed along the street on each side at no more than 50 feet spacing. The Contractor shall notify the Engineer at least one (1) working day in advance of the intent to post No- Parking signs, so that the timely posting can be verified by the Inspector. The Contractor is permitted to list up to one (1) working day before and one (1) working day after the scheduled days of work, as shown in the latest approved schedule on signs, in order to bracket the approved scheduled date of work. The Contractor shall remove the "No Parking" signs as soon as the parking lane is re-opened to parking.

If the Contractor is unable to meet the scheduled and noticed time for the work, the Contractor shall immediately notify the Engineer and remove the posted "No Parking" signs. The Contractor shall submit a new scheduling request in writing to the Engineer. Upon written approval of the Engineer, the Contractor shall post signs at least 72 hours prior to beginning work per the revised schedule.

The provision of this section will not relieve the Contractor from his responsibility to provide such additional devices or take such measures as may be necessary to comply with the provision in Section 7-1.17, “Public Convenience & Safety”, of the Standard Specifications.

Contractor shall submit its project schedule for approval to the Engineer at least one week prior to the construction meeting. The schedule shall allow residents on the streets impacted ample “on street” parking within a reasonable distance from their business. Based upon the submitted schedule, the Contractor shall notify residents and businesses of the proposed work and post temporary “No Parking” signs 72-hours in advance. Requests for changes in the schedule shall be submitted by the Contractor to the Engineer for approval at least 48-hours prior to the scheduled paving of the streets affected. Night work shall be subject to City Manager’s approval.

The provision of this section will not relieve the Contractor from his responsibility to provide such additional devices or take such measures as may be necessary to comply with the provision in Section 7-1.17, “Public Convenience & Safety”, of the Standard Specifications.

10-1.02 ORDER OF WORK

Order of work shall conform to provisions of Section 5, “Control of Work”, of the Standard Specifications and these Special Provisions.

The Contractor shall coordinate his work with all other contractors or utility companies working in the construction area.

Attention is directed to "Miscellaneous Concrete Construction" of these special provisions regarding constructing a 2'x2' test panel prior to constructing curb ramps with integral detectable warning surfaces.

Attention is directed to “Storm Water Pollution Prevention Plan" of these special provisions regarding the submittal and approval of the construction documents prior to performing work having potential to cause water pollution.

Prior to any trenching, Contractor shall complete and submit Potholing Report for review and approval.

Attention is directed to "Maintaining Traffic" and "Temporary Pavement Delineation" of these special provisions and to the stage construction sheets of the plans.

Contractor shall place approved "No Parking - Tow Away" signs at least 72 hours prior to closure of parking lane. Cars parked on streets with less than 72 hours approved posting cannot be towed.

Before obliterating any pavement delineation (traffic stripes, pavement markings, and pavement markers) that is to be replaced on the same alignment and location, as determined by the Engineer, the pavement delineation shall be referenced by the Contractor, with a sufficient number of control points to reestablish the alignment and location of the new pavement delineation. The references shall include the limits or changes in striping pattern, including one- and 2-way barrier lines, limit lines, crosswalks and other pavement markings. Full compensation for referencing existing pavement delineation shall be considered as included in the contract prices paid for new pavement delineation and no additional compensation will be allowed therefor.

Prior to applying Temporary Pavement Striping, the Contractor shall cover all manholes, valve and monument covers, grates, or other exposed facilities located within the area of application, using a plastic or oil resistant construction paper secured to the facility being covered by tape or adhesive. The covered facilities shall be referenced by the Contractor, with a sufficient number of control points to relocate the facilities after the Temporary Pavement Striping has been placed. After completion of the Temporary Pavement Striping operation, all covers shall be removed and disposed of in a manner satisfactory to the Engineer. Full compensation for covering manholes, valve and monument covers, grates, or other exposed facilities, referencing, and removing temporary cover shall be considered as included in the bid items most closely associated, and no additional compensation will be allowed therefor.

Application of Erosion Control may require several move-in/move-outs of erosion control equipment and attention is directed to “Move-in/Move-Out (Erosion Control) specification.

At least three (3) working days prior to the placement of any new traffic striping and pavement markings, the Contractor shall layout cat-tracks for the traffic striping and pavement marking and contact the City inspector for inspection and approval of the cat-tracking. The City shall review, modify as necessary, and approve the cat-tracking prior to the Contractor proceeding with the striping/marking. The Contractor may not proceed with the striping/marking work until the cat-tracks have been approved by the Engineer or approved designee. The Contractor shall post temporary "No Parking" signs in accordance with the provisions of the Section 10-1.01, "PUBLIC CONVENIENCE AND PUBLIC SAFETY" of these Specifications.

City will markout intersection striping end limits for final striping layout. Contractor to coordinate with City at least ten days to allow City to mark limits.

Any work done without proper inspection and approval will be subject to rejection. In the case of rejection, the Contractor shall remove the rejected work, and the striping/marking work shall be reinstalled in accordance with these requirements and based on the direction of the Engineer. The City will not compensate the Contractor for any work associated with replacing striping/marking to the satisfaction of the Engineer, including but not limited to: the full removal of the rejected traffic striping and pavement marking work; the installation of new striping/marking, including blacking out any of the removed and rejected striping/marking; and the re-posting of temporary "No Parking" signs in accordance with the provisions of the Section 10-1.01, "PUBLIC CONVENIENCE AND PUBLIC SAFETY" of these Specifications.

10-1.03 EQUAL AND/OR APPROVED EQUAL

Wherever the term “or equal” and/or “approved equal” are used following a trade name or the mention of any patented product in the specifications, they shall be deemed to read “or their equals in quality and utility” where two or more such trade names or patented products are mentioned. If any trade name or patented product or process is mentioned in these specifications and is not followed by any such term as “or equal”, such trade name or patented product or process shall be deemed to be followed by the words “or its equal in quality and utility” or “or their equals in quality and utility” if more than one is mentioned. Trade names, proprietary products and methods are used merely as standards of quality and utility and to designate the type of material and processes desired. Materials and processes of equal quality and utility may be furnished or used so long as such substitution causes no delay to product delivery and/or installation and the Contractor has received written approval therefor by the Engineer. The Contractor shall allow 30 days for the Engineer's review of the proposed substitution.

10-1.04 EXISTING IMPROVEMENTS

Existing fence, lawn, or other improvements within the area of the work shall be carefully removed without damage and replaced in their present location and condition upon completion of the work, in a manner satisfactory to the Engineer and the owner.

Existing lawn shall be removed only where necessary and shall be replaced if considered by the Engineer to be in good condition. Otherwise, the Contractor shall furnish four inches (4") of new loam and plant new lawn, all as approved by the Engineer. All ground surface and replaced lawn shall be left smoothly graded to the original grade.

All existing irrigation system including electric wire, pipelines, sprinkler heads, damaged as a direct or indirect result of construction activity, shall be replaced by the Contractor at his/her expense at appropriate locations in a manner satisfactory to the Engineer and the owner. Any existing improvements that are damaged or disturbed due to carelessness by the Contractor shall be replaced or adjusted to the satisfaction of the Engineer.

Existing fence or other improvements within the area of the work shall be carefully removed without damage and replaced in their present location and condition upon completion of the work, in a manner satisfactory to the Engineer and the owner.

The Contractor shall not disturb or destroy any permanent survey points and/or monuments without the written consent of the City of Alameda. Any permanent survey points and/or monuments disturbed or destroyed, as a direct or indirect result of construction activity shall be replaced to the satisfaction of the Engineer by a licensed surveyor at the Contractor’s expense.

All decorative landscaping (shrubs, plants, trees, lawn, etc.) and/or hardscaped ground surfaces (exposed aggregate, bricks and mortar, painted concrete, etc.) that are removed, damaged, or destroyed as a direct or indirect result of any work done for this project shall be replaced by the contractor at his expense and in the manner that is satisfactory to the project Engineer and the owner. Unless specified separately by bid items, payment for existing improvements should be included in various bid items and no additional payment will be made.

Unless specified separately by bid items, payment for existing improvements should be included in various bid items and no additional payment will be made.

10-1.05 TREE ROOTS

Where tree roots conflict with the grade for the placement or replacement of concrete work or hot mix asphalt (HMA), the Contractor shall inform the City Maintenance Division immediately. When directed by the City Maintenance Division, the Contractor shall perform the necessary root removal and trimming to a minimum depth of ten inches (10") below the proposed concrete or HMA, to prepare the site for the remainder of work. All cut roots shall be properly painted with an approved root-sealing compound. The Contractor shall then proceed

with the work to completion. The cost of the Contractor cutting the tree roots involved shall be included in the cost of the work.

10-1.06 UTILITY RELOCATIONS

The known existing utilities and pipelines except building connections (laterals) are shown on the Drawings in their approximate location. The Contractor shall exercise care in avoiding damage to all utilities, as he/she will be held responsible for their repair if damaged. There is no guarantee that all utilities or obstructions are shown, or that locations indicated are accurate. Utilities are piping, conduits, wire, cable, poles, ducts, manholes, pull boxes and the like, located at the project site.

The Contractor shall be responsible for locating, protecting and supporting all utilities, which are to remain whether shown or not shown on the plans. Full compensation for this work shall be considered as included in the prices paid for the various contract items of work, and no additional allowance will be made.

The Contractor shall contact all affected utility owners and request them to locate their respective utilities prior to the start of "potholing" procedures. The utility owner shall be given seven days written notice prior to commencing potholing. If a utility owner is not equipped to locate its utility, the Contractor shall locate it.

The location of all affected utility underground pipes; conduits and other utilities shall be clearly marked on the pavement or with suitable markers if not on pavement. In addition to the location of metallic pipes and conduits, non-metallic pipe, ducts and conduits shall also be similarly located using surface indicators and shall then be similarly marked.

After the utility survey is completed, potholing shall commence to determine the actual location of the utilities. Prior to excavating for any new pipelines or structures, the Contractor shall locate and uncover all existing utilities to a point one foot below the utility. Pothole for all utilities where crossings, interferences, or connections to the new pipelines are shown on the Drawings, marked by the utility companies, or indicated by surface signs. The Contractor shall submit a report identifying each underground utility and its depth and station. Any variation in the actual elevations and the indicated elevations shall be brought to the Engineer's attention.

Any necessary relocations of utilities, whether shown on the Drawings or not, shall be coordinated with the affected utility. The Contractor shall perform the relocation only if instructed to do so in writing from the utility and the Engineer. Payment for work not shown on the Drawings shall be in accordance with these specifications or for a price previously agreed upon in writing, by the Contractor and the Engineer. If the Contractor does not expose all required utilities, he shall not be entitled to additional compensation for work necessary to avoid interferences, nor for repair to damaged utilities.

Excavations around underground electrical ducts and conduits shall be performed using extreme caution to prevent injury to workmen or damage to electrical ducts or conduits. Similar precautions shall be exercised around gas lines, telephone and television cables.

Backfill and pave with one inch of cutback after completing potholing.

If interferences occur at locations other than shown on the Drawings, the Contractor shall notify the Engineer, and a method for correcting said interferences shall be supplied by the Engineer. Payment for interferences that are not shown on the plans, nor for which there are surface indications, shall be in accordance with the provisions of the General Conditions.

Planned utility service shutdowns shall be accomplished during periods of minimum use. In some cases this may require night or weekend work, at no additional cost to the City. The Contractor shall program his work so that service will be restored in the minimum possible time, and shall cooperate with the utility companies in reducing shutdowns of utility systems to a minimum.

No utility shall be disconnected without prior written approval from the utility owner. When it is necessary to disconnect a utility, the Contractor shall give the utility owner not less than 72 hours notice when requesting written approval. The Contractor shall program his work so that service will be restored in the minimum possible time.

There are existing overhead electric and telephone transmission lines along the project route. These overhead utilities are not shown on the Drawings. Extreme caution shall be used when working in the vicinity of overhead utilities so as to prevent injury to workmen or damage to the utilities. The Contractor shall be required to comply with the applicable provisions of the California Construction Safety Orders when working anywhere on this project.

Existing gas, water, sewer and telephone house laterals are not specifically shown on the Drawings but do exist along the project routes. Protect all service laterals from damage due to construction operations. If any laterals are damaged, notify the Engineer and the affected utility immediately. The cost of repair shall be borne by the Contractor.

10-1.07 CONSTRUCTION SITE MANAGEMENT (BID ITEM #1)

Construction site management shall consist of controlling potential sources of water pollution before they come in contact with storm water systems or watercourses. The Contractor shall control material pollution and manage waste and non-storm water existing at the construction site by implementing effective handling, storage, use, and disposal practices.

Attention is directed to "Water Pollution Control" of these special provisions regarding the Contractor's appointment of a water pollution control manager (WPCM) for the project.

The Contractor shall train all employees and subcontractors regarding:

A. Material pollution prevention and control;
B. Waste management;
C. Non-storm water management;
D. Identifying and handling hazardous substances; and
E. Potential dangers to humans and the environment from spills and leaks or exposure to toxic or hazardous substances.

Training shall take place before starting work on this project. New employees shall receive the complete training before starting work on this project. The Contractor shall have regular meetings to discuss and reinforce spill prevention and control; material delivery, storage, use, and disposal; waste management; and non-storm water management procedures.

Instructions for material and waste handling, storage, and spill reporting and cleanup shall be posted at all times in an open, conspicuous, and accessible location at the construction site.

Nonhazardous construction site waste and excess material shall be recycled when practical or disposed of in accordance with the provisions in Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the Standard Specifications, unless otherwise specified.

Vehicles and equipment at the construction site shall be inspected by the WPCM on a frequent, predetermined schedule, and by the operator each day of use. Leaks shall be repaired immediately, or the vehicle or equipment shall be removed from the construction site.

SPILL PREVENTION AND CONTROL

The Contractor shall implement spill and leak prevention procedures when chemicals or hazardous substances are stored. Spills of petroleum products; substances listed under CFR Title 40, Parts 110, 117, and 302; and sanitary and septic waste shall be contained and cleaned up as soon as is safe.

Minor spills involve small quantities of oil, gasoline, paint, or other material that can be controlled by the first responder upon discovery of the spill. Cleanup of minor spills includes:

A. Containing the spread of the spill,
B. Recovering the spilled material using absorption,
C. Cleaning the contaminated area, and
D. Disposing of contaminated material promptly and properly.

Semi-significant spills are those that can be controlled by the first responder with the help of other personnel. Cleanup of semi-significant spills shall be immediate. Cleanup of semi-significant spills includes:

A. Containing the spread of the spill;
B. Recovering the spilled material using absorption if the spill occurs on paved or an impermeable surface;
C. Containing the spill with an earthen dike and digging up contaminated soil for disposal if the spill occurs on dirt;
D. Covering the spill with plastic or other material to prevent contaminating runoff if the spill occurs during precipitation; and
E. Disposing of contaminated material promptly and properly.

Significant or hazardous spills are those that cannot be controlled by construction personnel. Notifications of these spills shall be immediate. The following steps shall be taken:

A. Construction personnel shall not attempt to cleanup the spill until qualified staff have arrived;
B. Notify the Engineer and follow up with a written report;
C. Obtain the services of a spills contractor or hazardous material team immediately;
D. Notify the local emergency response team by dialing 911 and county officials at the emergency phone numbers kept on the construction site;
E. Notify the Governor's Office of Emergency Services Warning Center at (805) 852-7550;
F. Notify the National Response Center at (800) 424-8802 regarding spills of Federal reportable quantities in conformance with CFR Title 40, Parts 110, 119, and 302;
G. Notify other agencies as appropriate, including:
    1. Fire Department,
    2. Public Works Department,
    3. Coast Guard,
    4. Highway Patrol,
    5. City Police or County Sheriff Department,
    6 Department of Toxic Substances,
    7. California Division of Oil and Gas,
    8. Cal OSHA, or
    9. Regional Water Resources Control Board.

The WPCM shall oversee and enforce proper spill prevention and control measures. Minor, semi-significant, and significant spills shall be reported to the Contractor's WPCM who shall notify the Engineer immediately.

The Contractor shall prevent spills from entering storm water runoff before and during cleanup. Spills shall not be buried or washed with water.

The Contractor shall keep material or waste storage areas clean, well organized, and equipped with enough cleanup supplies for the material being stored. Plastic shall be placed under paving equipment when not in use to catch drips.

MATERIAL MANAGEMENT

Material shall be delivered, used, and stored for this contract in a manner that minimizes or eliminates discharge of material into the air, storm drain systems, or watercourses.

The Contractor shall implement the practices described in this section when taking delivery of, using, or storing the following materials:

A. Hazardous chemicals including:
    1. Acids,
    2. Lime,

3. Glues,
1. Adhesives,
1. Paints,
6. Solvents, and
7. Curing compounds;

B. Soil stabilizers and binders;
C. Fertilizers;
D. Detergents;
E. Plaster;
F. Petroleum products including:
1. Fuel,
2. Oil, and
3. Grease;

G. Asphalt components and concrete components; and
H. Pesticides and herbicides.

The Contractor shall supply the Material Safety Data Sheet to the Engineer for material used or stored. The Contractor shall keep an accurate inventory of material delivered and stored at the construction site.

Employees trained in emergency spill cleanup procedures shall be present when hazardous materials or chemicals are unloaded.

The Contractor shall use recycled or less hazardous products when practical.

Material Storage

The Contractor shall store liquids, petroleum products, and substances listed in CFR Title 40, Parts 110, 117, and 302 in containers or drums approved by the United States Environmental Protection Agency, and place them in secondary containment facilities.

Secondary containment facilities shall be impervious to the materials stored there for a minimum contact time of 72 hours.

Throughout the rainy season secondary containment facilities shall be covered during non-working days and when precipitation is predicted. Secondary containment facilities shall be adequately ventilated.

The Contractor shall keep the secondary containment facility free of accumulated rainwater or spills. After precipitation, or in the event of spills or leaks, accumulated liquid shall be collected and placed into drums within 24 hours. These liquids shall be handled as hazardous waste in accordance with the provisions in "Hazardous Waste" of these special provisions, unless testing determines them to be nonhazardous.

Incompatible materials, such as chlorine and ammonia, shall not be stored in the same secondary containment facility.

Materials shall be stored in the original containers with the original product labels maintained in legible condition. Damaged or illegible labels shall be replaced immediately.

The secondary containment facility shall have the capacity to contain precipitation from a 24-hour-long, 25-year storm; and 10 percent of the aggregate volume of all containers, or all of the volume of the largest container within the facility, whichever is greater.

The Contractor shall store bagged or boxed material on pallets. Throughout the rainy season, bagged or boxed material shall be protected from wind and rain during non-working days and when precipitation is predicted.

The Contractor shall provide sufficient separation between stored containers to allow for spill cleanup or emergency response access. Storage areas shall be kept clean, well organized, and equipped with cleanup supplies appropriate for the materials being stored.

The Contractor shall repair or replace perimeter controls, containment structures, covers, and liners as needed. Storage areas shall be inspected before and after precipitation, and at least weekly during other times.

Stockpile Management

The Contractor shall reduce or eliminate potential air and water pollution from stockpiled material including soil, paving material, or pressure treated wood. Stockpiles shall be located out of floodplains when possible, and at least 50 feet from concentrated flows of storm water, drainage courses, or inlets unless written approval is obtained from the Engineer.

The Contractor may discontinue adding or removing material for up to 21 days and a stockpile will still be considered active.

The Contractor shall protect active stockpiles with plastic or geotextile cover, soil stabilization measures, or with linear sediment barrier when precipitation is predicted. Active stockpiles of cold mix asphalt concrete shall be placed on an impervious surface and covered with plastic when precipitation is predicted.

The Contractor shall protect inactive soil stockpiles with a plastic or geotextile cover, or with soil stabilization measures at all times during the rainy season. A linear sediment barrier around the perimeter of the stockpile shall also be used. During the non-rainy season soil stockpiles shall be covered and protected with a linear sediment barrier when precipitation is predicted. The Contractor shall control wind erosion during dry weather as provided in Section 10, "Dust Control," of the Standard Specifications.

Stockpiles of Portland cement concrete rubble, asphalt concrete (AC), hot mix asphalt (HMA), AC and HMA rubble, aggregate base, or aggregate subbase shall be covered with plastic or geotextile, or protected with a linear sediment barrier at all times during the rainy season, and when precipitation is predicted during the non-rainy season.

Stockpiles of cold mix asphalt concrete shall be placed on and covered with impermeable material at all times during the rainy season, and when precipitation is predicted during the non-rainy season.

Stockpiles of pressure treated wood shall be covered with impermeable material and placed on pallets at all times during the rainy season, and when precipitation is predicted during the non-rainy season.

The Contractor shall repair or replace linear sediment barriers and covers as needed or as directed by the Engineer to keep them functioning properly. Sediment shall be removed when it accumulates to 1/3 of the linear sediment barrier height.

WASTE MANAGEMENT

Solid Waste

The Contractor shall not allow litter or debris to accumulate anywhere on the construction site, including storm drain grates, trash racks, and ditch lines. The Contractor shall pick up and remove trash and debris from the construction site at least once a week. The WPCM shall monitor solid waste storage and disposal procedures on the construction site. The Contractor shall provide enough dumpsters of sufficient size to contain the solid waste generated by the project. Dumpsters shall be emptied when refuse reaches the fill line. Dumpsters shall be watertight. The Contractor shall not wash out dumpsters on the construction site. The Contractor shall provide additional containers and more frequent pickup during the demolition phase of construction.

Solid waste includes:

A. Brick,
B. Mortar,
C. Timber,
D. Metal scraps,
E. Sawdust,
F. Pipe,
G. Electrical cuttings,
H. Non-hazardous equipment parts,
I. Styrofoam and other packaging materials,
J. Vegetative material and plant containers from highway planting, and
K. Litter and smoking material, including litter generated randomly by the public.

Trash receptacles shall be provided and used in the Contractor's yard, field trailers, and locations where workers gather for lunch and breaks.

Hazardous Waste

The Contractor shall implement hazardous waste management practices when waste is generated on the construction site from the following substances:

A. Petroleum products,

B. Asphalt products,
C. Concrete curing compound,
D. Pesticides,
E. Acids,
F. Paints,
G. Stains,
H. Solvents,
I. Wood preservatives,
J. Roofing tar, and
K. Materials classified as hazardous by California Code of Regulations, Title 22, Division 4.5; or listed in CFR Title 40, Parts 110, 117, 261, or 302.

Nothing in these special provisions shall relieve the Contractor of the responsibility for compliance with Federal, State, and local laws regarding storage, handling, transportation, and disposal of hazardous wastes.

The WPCM shall oversee and enforce hazardous waste management practices. Production of hazardous materials and hazardous waste on the construction site shall be kept to a minimum. Perimeter controls, containment structures, covers, and liners shall be repaired or replaced when damaged.

The Contractor shall have a laboratory certified by the Department of Health Services (DHS) sample and test waste when hazardous material levels are unknown to determine safe methods for storage and disposal.

The Contractor shall segregate potentially hazardous waste from nonhazardous waste at the construction site. Hazardous waste shall be handled, stored, and disposed of as required in California Code of Regulations, Title 22, Division 4.5, Section 66262.34; and in CFR Title 49, Parts 261, 262, and 263.

The Contractor shall store hazardous waste in sealed containers constructed and labeled with the contents and date accumulated as required in California Code of Regulations, Title 22, Division 4.5; and in CFR Title 49, Parts 172, 173, 178, and 179. Hazardous waste containers shall be kept in temporary containment facilities conforming to the provisions in "Material Storage" of these special provisions.

There shall be adequate storage volume and containers shall be conveniently located for hazardous waste collection. Containers of hazardous waste shall not be overfilled and hazardous wastes shall not be mixed. Containers of dry waste that are not watertight shall be stored on pallets. The Contractor shall not allow potentially hazardous waste to accumulate on the ground. Hazardous waste shall be stored away from storm drains, watercourses, moving vehicles, and equipment.

The Contractor shall clean water based or oil based paint from brushes or equipment within a contained area and shall not contaminate soil, watercourses, or storm drain systems. Paints, thinners, solvents, residues, and sludges that cannot be recycled or reused shall be

disposed of as hazardous waste. When thoroughly dry, latex paint and paint cans, used brushes, rags, absorbent materials, and drop cloths shall be disposed of as solid waste.

The Contractor shall dispose of hazardous waste within 90 days of being generated. Hazardous waste shall be disposed of by a licensed hazardous waste transporter using uniform hazardous waste manifest forms and taken to a Class I Disposal Site. A copy of the manifest shall be provided to the Engineer.

Contaminated Soil

The Contractor shall identify contaminated soil from spills or leaks by noticing discoloration, odors, or differences in soil properties. Soil with evidence of contamination shall be sampled and tested by a laboratory certified by DHS. If levels of contamination are found to be hazardous, the soil shall be handled and disposed of as hazardous waste.

The Contractor shall prevent the flow of water, including ground water, from mixing with contaminated soil by using one or a combination of the following measures:

A. Berms,
B. Cofferdams,
C. Grout curtains,
D. Freeze walls, or
E. Concrete seal course.

If water mixes with contaminated soil and becomes contaminated, the water shall be sampled and tested by a laboratory certified by the DHS. If levels of contamination are found to be hazardous, the water shall be handled and disposed of as hazardous waste.

Concrete Waste

The Contractor shall implement practices to prevent the discharge of portland cement concrete, AC, or HMA waste into storm drain systems or watercourses.

Portland cement concrete, AC, or HMA waste shall be collected at the following locations and disposed of:

A. Where concrete material, including grout, is used;
B. Where concrete dust and debris result from demolition;
C. Where sawcutting, coring, grinding, grooving, or hydro-concrete demolition of portland cement concrete, AC, or HMA creates a residue or slurry; or
D. Where concrete trucks or other concrete-coated equipment is cleaned at the construction site.

Liquid Waste

The Contractor shall not allow construction site liquid waste, including the following, to enter storm drain systems or watercourses:

A. Drilling slurries or fluids,
B. Grease-free or oil-free wastewater or rinse water,
C. Dredgings,

D. Liquid waste running off a surface including wash or rinse water, or
E. Other non-storm water liquids not covered by separate permits.

The Contractor shall hold liquid waste in structurally sound, leak proof containers such as:

A. Sediment traps,
B. Roll-off bins, or
C. Portable tanks.

Liquid waste containers shall be of sufficient quantity and volume to prevent spills and leaks. The containers shall be stored at least 50 feet from storm drains, watercourses, moving vehicles, and equipment.

The Contractor shall remove and dispose of deposited solids from sediment traps as provided in "Solid Waste" of these special provisions, unless determined infeasible by the Engineer.

Liquid waste may require testing to determine hazardous material content before disposal.

Drilling fluids and residue shall be disposed of outside the highway right of way. If the Engineer determines that an appropriate location is available, fluids and residue exempt under California Code of Regulations, Title 23, Section 2511(g) may be dried by infiltration and evaporation in a leak proof container. The remaining solid waste may be disposed of as provided in "Solid Waste" of these special provisions.

NON-STORM WATER MANAGEMENT

Water Control and Conservation

The Contractor shall prevent erosion or the discharge of pollutants into storm drain systems or watercourses by managing the water used for construction operations. The Contractor shall obtain the Engineer's approval before washing anything on the construction site with water that could discharge into a storm drain system or watercourse. Discharges shall be reported to the Engineer immediately.

The Contractor shall implement water conservation practices when water is used on the construction site. Irrigation areas shall be inspected and watering schedules shall be adjusted to prevent erosion, excess watering, or runoff. The Contractor shall shut off the water source to broken lines, sprinklers, or valves, and they shall be repaired as soon as possible. When possible, water from waterline flushing shall be reused for landscape irrigation. Paved areas shall be swept and vacuumed, not washed with water.

Construction water runoff, including wat3er from water line repair, shall be directed to areas to infiltrate into the ground and shall not be allowed to enter storm drain systems or watercourses. Spilled water shall not be allowed to escape water truck filling areas. When

possible, the Contractor shall direct water from off-site sources around the construction site, or shall minimize contact with the construction site.

Illegal Connection and Discharge Detection and Reporting

The Contractor shall inspect the construction site and the site perimeter before beginning work for evidence of illegal connections, discharges, or dumping. Subsequently, the construction site and perimeter shall be inspected on a frequent, predetermined schedule.

The Contractor shall immediately notify the Engineer when illegal connections, discharges, or dumping are discovered. The Contractor shall take no further action unless directed by the Engineer. Unlabeled or unidentifiable material shall be assumed to be hazardous.

The Contractor shall look for the following evidence of illegal connections, discharges, or dumping:

A. Debris or trash piles,
B. Staining or discoloration on pavement or soils,
C. Pungent odors coming from drainage systems,
D. Discoloration or oily sheen on water,
E. Stains or residue in ditches, channels or drain boxes,
F. Abnormal water flow during dry weather
G. Excessive sediment deposits,
H. Nonstandard drainage junction structures, or
I. Broken concrete or other disturbances near junction structures.

Vehicle and Equipment Cleaning

The Contractor shall limit vehicle and equipment cleaning or washing on the construction site to that necessary to control vehicle tracking or hazardous waste. Vehicles and equipment shall not be cleaned on the construction site with soap, solvents, or steam until the Engineer has been notified. The resulting waste shall be contained and recycled, or disposed of as provided in "Liquid Waste" or "Hazardous Waste" of these special provisions, whichever is applicable. The Contractor shall not use diesel to clean vehicles or equipment, and shall minimize the use of solvents.

The Contractor shall clean or wash vehicles and equipment in a structure equipped with disposal facilities. If using a structure is not possible, vehicles and equipment shall be cleaned or washed in an outside area with the following characteristics:

A. Located at least 50 feet from storm drainage systems or watercourses,
B. Paved with AC, HMA, or portland cement concrete,
C. Surrounded by a containment berm, and
D. Equipped with a sump to collect and dispose of wash water.

When washing vehicles or equipment with water, the Contractor shall use as little water as possible. Hoses shall be equipped with a positive shutoff valve.

Wash racks shall discharge to a recycle system or to another system approved by the Engineer. Sumps shall be inspected regularly, and liquids and sediments shall be removed as needed.

Vehicle and Equipment Fueling and Maintenance

The Contractor shall fuel or perform maintenance on vehicles and equipment off the construction site whenever practical. When fueling or maintenance must be done at the construction site, the Contractor shall designate a site, or sites, and obtain approval from the Engineer before using. The fueling or maintenance site shall be protected from storm water, shall be on level ground, and shall be located at least 50 feet from drainage inlets or watercourses. The WPCM shall inspect the fueling or maintenance site regularly. Mobile fueling or maintenance shall be kept to a minimum.

The Contractor shall use containment berms or dikes around the fueling and maintenance area. Adequate amounts of absorbent spill cleanup material and spill kits shall be kept in the fueling and maintenance area and on fueling trucks. Spill cleanup material and kits shall be disposed of immediately after use. Drip pans or absorbent pads shall be used during fueling or maintenance unless performed over an impermeable surface.

Fueling or maintenance operations shall not be left unattended. Fueling nozzles shall be equipped with an automatic shutoff control. Vapor recovery fueling nozzles shall be used where required by the Air Quality Management District. Nozzles shall be secured upright when not in use. Fuel tanks shall not be topped-off.

The Contractor shall recycle or properly dispose of used batteries and tires.

Material and Equipment Used Over Water

Drip pans and absorbent pads shall be placed under vehicles or equipment used over water, and an adequate supply of spill cleanup material shall be kept with the vehicle or equipment. Drip pans or plastic sheeting shall be placed under vehicles or equipment on docks, barges, or other surfaces over water when the vehicle or equipment will be idle for more than one hour.

The Contractor shall provide watertight curbs or toe boards on barges, platforms, docks, or other surfaces over water to contain material, debris, and tools. Material shall be secured to prevent spills or discharge into water due to wind.

Structure Removal Over or Adjacent to Water

The Contractor shall not allow demolished material to enter storm water systems or watercourses. The Contractor shall use covers and platforms approved by the Engineer to collect debris. Attachments shall be used on equipment to catch debris on small demolition operations. Debris catching devices shall be emptied regularly and debris shall be handled as provided in "Waste Management" of these special provisions.

The WPCM shall inspect demolition sites within 50 feet of storm water systems or watercourses every day.

Paving, Sealing, Sawcutting, and Grinding Operations

The Contractor shall prevent the following material from entering storm drain systems or water courses:

A. Cementitious material,
B. Asphaltic material,
C. Aggregate or screenings,
D. Grinding or sawcutting residue,
E. Pavement chunks, or
F. Shoulder backing.

The Contractor shall cover drainage inlets and use linear sediment barriers to protect downhill watercourses until paving, sealing, sawcutting, or grinding operations are completed and excess material has been removed. Drainage inlets and manholes shall be covered during the application of seal coat, tack coat, slurry seal, or fog seal.

During the rainy season or when precipitation is predicted, paving, sawcutting, and grinding operations shall be limited to places where runoff can be captured. Seal coat, tack coat, slurry seal, or fog seal operations shall not begin if precipitation is predicted for the application or the curing period. The Contractor shall not excavate material from existing roadways during precipitation.

The Contractor shall vacuum up slurry from sawcutting operations immediately after the slurry is produced. Slurry shall not be allowed to run onto lanes open to public traffic or off the pavement.

The Contractor shall collect residue from Portland Cement Concrete grinding operations with a vacuum attachment on the grinding machine. The residue shall not be left on the pavement or allowed to flow across the pavement.

Material excavated from existing roadways may be stockpiled as provided in "Stockpile Management" of these special provisions if approved by the Engineer. AC or HMA chunks used in embankment shall be placed above the water table and covered by at least one foot of material.

Substances used to coat asphalt trucks and equipment shall not contain soap, foaming agents, or toxic chemicals.

Thermoplastic Striping and Pavement Markers

Thermoplastic striping and preheating equipment shutoff valves shall work properly at all times when on the construction site. The Contractor shall not preheat, transfer, or load thermoplastic within 50 feet of drainage inlets or watercourses. The Contractor shall not fill the preheating container to more than 6 inches from the top. Truck beds shall be cleaned daily of scraps or melted thermoplastic.

The Contractor shall not unload, transfer, or load bituminous material for pavement markers within 50 feet of drainage inlets or watercourses. All pressure shall be released from melting tanks before removing the lid to fill or service. Melting tanks shall not be filled to more than 6 inches from the top.

The Contractor shall collect bituminous material from the roadway after marker removal.

Concrete Curing

The Contractor shall not overspray chemical curing compound. Drift shall be minimized by spraying as close to the concrete as possible. Drainage inlets shall be covered before applying curing compound.

The Contractor shall minimize the use and discharge of water by using wet blankets or similar methods to maintain moisture when curing concrete.

Concrete Finishing

The Contractor shall collect and dispose of water and solid waste from high-pressure water blasting. Drainage inlets within 50 feet shall be covered before sandblasting. The nozzle shall be kept as close to the surface of the concrete as possible to minimize drift of dust and blast material. Blast residue may contain hazardous material.

Containment structures for concrete finishing operations shall be inspected for damage before each day of use and before predicted precipitation. Liquid and solid waste shall be removed from the containment structure after each work shift.

Dewatering

Dewatering shall consist of discharging accumulated storm water, ground water, or surface water from excavations or temporary containment facilities. The Contractor shall discharge water within the limits of the project.

Dewatering discharge shall not cause erosion, scour, or sedimentary deposits that impact natural bedding materials.

The Contractor shall conduct dewatering activities in accordance with the Field Guide for Construction Dewatering available at:

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

Before dewatering the Contractor shall submit a Dewatering and Discharge Plan to the Engineer in conformance with the provisions in Section 5-1.02, "Plans and Working Drawings," of the Standard Specifications and "Water Pollution Control," of these special provisions. At a minimum, the Dewatering and Discharge Plan shall include the following:

A. A title sheet and table of contents;
B. A description of the dewatering and discharge operations detailing the locations, quantity of water, equipment, and discharge point;
C. The estimated schedule for dewatering and discharge (begin and end dates, intermittent or continuous);

D. Discharge alternatives such as dust control or percolation; and
E. Visual monitoring procedures with inspection log.

The Contractor shall not discharge storm water or non-storm water that has an odor, discoloration other than sediment, an oily sheen, or foam on the surface and shall notify the Engineer immediately upon discovery.

If water cannot be discharged within the project limits due to site constraints it shall be disposed of in the same manner specified for material in Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the Standard Specifications.

Payment

The contract lump sum price paid for construction site management shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in spill prevention and control, material management, waste management, non-storm water management, and dewatering and identifying, sampling, testing, handling, and disposing of hazardous waste, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

10-1.08 WATER POLLUTION CONTROL PROGRAM (BID ITEM #2)

Water pollution control work shall conform to the provisions in Section 7-1.01G, "Water Pollution," of the Standard Specifications, section of these special provisions entitled "Relations With California Regional Water Quality Control Board," and these special provisions.

The Contractor shall perform water pollution control work in conformance with the requirements in the "Storm Water Pollution Prevention Plan (SWPPP) and Water Pollution Control Program (WPCP) Preparation Manual" and its addenda in effect on the day the Notice to Bidders is dated. This manual is referred to as the "Preparation Manual." Copies of the Preparation Manual may be obtained from:

State of California
Department of Transportation
Publication Distribution Unit
1900 Royal Oaks Drive
Sacramento, CA 95815
Telephone: (916) 445-3520
OR
http://www.dot.ca.gov/hq/construc/stormwater/stormwater1.htm

Before the start of job site activities, the Contractor shall provide training for project managers, supervisory personnel, and employees involved with water pollution control work. The training shall include:

A. Rules and regulations
B. Implementation and maintenance for:

1. Temporary Soil Stabilization
   (1) Temporary Sediment Control
   (2) Tracking Control
4. Wind Erosion Control

The Contractor shall designate in writing a Water Pollution Control Manager (WPCM). The Contractor shall submit a statement of qualifications describing the training, work history, and expertise of the proposed WPCM. The qualifications shall include either:

A. A minimum of 24 hours of Department approved storm water management training described at Department's Construction Storm Water and Water Pollution Control web site.
B. Certification as a Certified Professional in Erosion and Sediment Control (CPESC).

The WPCM shall be:

A. Responsible for water pollution control work.
B. The primary contact for water pollution control work.
C. Have authority to mobilize crews to make immediate repairs to water pollution control practices.

The Contractor may designate one manager to prepare the WPCP and a different manager to implement the plan. The WPCP preparer shall meet the training requirements for the WPCM.

Water Pollution Control Program

The Contractor shall submit a Water Pollution Control Program (WPCP) to the Engineer for approval. The WPCP shall conform to the requirements in the Preparation Manual and these special provisions.

The WPCP shall include water pollution control practices:

A. For storm water and non-storm water from areas outside of the job site related to construction activities for this contract such as:

   1. Staging areas.
   2. Storage yards.
   3. Access roads.

B. Appropriate for each season as described in "Implementation Requirements" of these special provisions.

The WPCP shall include a schedule that:

A. Describes when work activities that could cause water pollution will be performed.
B. Identifies soil stabilization and sediment control practices for disturbed soil area.
C. Includes dates when these practices will be 25, 50, and 100 percent complete.
D. Shows 100 percent completion of these practices before the rainy season.

The WPCP shall include the following temporary water pollution control practices and their associated contract items of work as shown on the plans or specified in these special provisions:

A. Temporary Soil Stabilization
B. Temporary Sediment Control
C. Tracking Control
D. Wind Erosion Control
E. Non-Storm Water Management
F. Waste Management and Materials Pollution Control

Within 7 days after contract approval, the Contractor shall submit 2 copies of the WPCP to the Engineer. The Contractor shall allow 15 days for the Engineer's review. If revisions are required, the Engineer will provide comments and specify the date that the review stopped. The Contractor shall revise and resubmit the WPCP within 7 days of receipt of the Engineer's comments. The Engineer's review will resume when the complete WPCP is resubmitted. When the Engineer approves the WPCP, the Contractor shall submit 3 copies of the approved WPCP to the Engineer.

The Contractor may proceed with construction activities if the Engineer conditionally approves the WPCP while minor revisions are being completed. If the Engineer fails to complete the review within the time allowed and if, in the opinion of the Engineer, completion of the work is delayed or interfered with by reason of the Engineer's delay, the Contractor will be compensated for resulting losses, and an extension of time will be granted, as provided for in Section 8-1.09, "Right of Way Delays," of the Standard Specifications.

If there is a change in construction schedule or activities, the Contractor shall prepare an amendment to the WPCP to identify additional or revised water pollution control practices. The Contractor shall submit the amendment to the Engineer for review within a time agreed to by the Engineer not to exceed the number of days specified for the initial submittal of the WPCP. The Engineer will review the amendment within the same time allotted for the review of the initial submittal of the WPCP.

If directed by the Engineer or requested in writing by the Contractor and approved by the Engineer, changes to the water pollution control work specified in these special provisions will be allowed. Changes may include addition of new water pollution control practices. The

Contractor shall incorporate these changes in the WPCP. Additional water pollution control work will be paid for as extra work in accordance with Section 4-1.03D, "Extra Work," of the Standard Specifications.

The Contractor shall keep a copy of the approved WPCP at the job site. The WPCP shall be made available when requested by a representative of the Regional Water Quality Control Board, State Water Resources Control Board, United States Environmental Protection Agency, or the local storm water management agency. Requests from the public shall be directed to the Engineer.

Implementation Requirements

The Contractor's responsibility for WPCP implementation shall continue throughout any temporary suspension of work ordered in conformance with the provisions in Section 8-1.05, "Temporary Suspension of Work," of the Standard Specifications.

If the Contractor or the Engineer identifies a deficiency in the implementation of the approved WPCP, the deficiency shall be corrected immediately, unless an agreed date for correction is approved in writing by the Engineer. The deficiency shall be corrected before the onset of precipitation. If the Contractor fails to correct the deficiency by the agreed date or before the onset of precipitation, the City may correct the deficiency and deduct the cost of correcting deficiencies from payments.

The Contractor shall construct permanent water pollution control items identified in the WPCP as specified in "Order of Work" of these special provisions. The Contractor shall maintain the permanent water pollution control items in the locations and condition shown on the plans throughout the duration of the project.

Year-Round

The Contractor shall monitor the National Weather Service weather forecast on a daily basis during the contract. The Contractor may use an alternative weather forecasting service if approved by the Engineer. Appropriate water pollution control practices shall be in place before precipitation.

The Contractor may discontinue earthwork operations for a disturbed area for up to 21 days and the disturbed soil area will still be considered active. When earthwork operations in the disturbed area have been completed, the Contractor shall implement appropriate water pollution control practices within 15 days or before predicted precipitation, whichever occurs first.

Soil stabilization and sediment control practices conforming to these special provisions shall be in place during the rainy season between October 15th and May 1st.

The Contractor shall implement soil stabilization and sediment control practices a minimum of 10 days before the start of the rainy season.

Inspection And Maintenance

The WPCM shall inspect the water pollution control practices identified in the WPCP as follows:

A. Before a forecasted storm,
B. After precipitation that causes site runoff,
C. At 24-hour intervals during extended precipitation,
F. On a predetermined schedule, a minimum of once every 2 weeks outside of the defined rainy season, and
G. On a predetermined schedule, a minimum of once a week during the defined rainy season.

The WPCM shall oversee the maintenance of the water pollution control practices.

The WPCM shall use the Storm Water Quality Construction Site Inspection Checklist provided in the Preparation Manual or an alternative inspection checklist provided by the Engineer. A copy of the completed site inspection checklist shall be submitted to the Engineer within 24 hours of finishing the inspection.

The Contractor may suspend inspections of water pollution control practices during plant establishment work upon written approval from the Engineer.

Reporting Requirements

If the Contractor identifies discharges into surface waters or drainage systems causing or potentially causing pollution or if the project receives a written notice or order from a regulatory agency, the Contractor shall immediately inform the Engineer. The Contractor shall submit a written report to the Engineer within 7 days of the discharge, notice, or order. The report shall include the following information:

A. The date, time, location, and nature of the operation, type of discharge and quantity, and the cause of the notice or order.
B. The water pollution control practices used before the discharge, or before receiving the notice or order.
C. The date of placement and type of additional or altered water pollution control practices placed after the discharge or after receiving the notice or order.
D. A maintenance schedule for affected water pollution control practices.

Payment

During each estimate period the Contractor fails to conform to the provisions in this section, "Water Pollution Control," or fails to implement the water pollution control practices shown on the plans or specified elsewhere in these special provisions as items of work, the City will withhold 25 percent of the progress payment.

Withholds for failure to perform water pollution control work will be in addition to all other withholds provided for in the contract. The City will return performance-failure withholds in the progress payment following the correction for noncompliance.

The contract lump sum price paid for prepare water pollution control program shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in preparing, obtaining approval of, and amending the WPCP and inspecting water pollution control practices as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

Payments for prepare water pollution control program will be made as follows:

A. After the WPCP has been approved by the Engineer, up to 75 percent of the contract item price for prepare water pollution control program will be included in the monthly progress estimate.

B. After acceptance of the contract in conformance with the provisions in Section 7-1.17, "Acceptance of Contract," of the Standard Specifications, payment for the remaining percentage of the contract item price for prepare water pollution control program will be made in conformance with the provisions in Section 9-1.07A, "Payment Prior to Proposed Final Estimate."

Implementation of water pollution control practices in areas outside the street right of way not specifically provided for in the WPCP or in these special provisions will not be paid for.

Water pollution control practices for which there are separate contract items of work will be measured and paid for as those contract items of work.

10-1.09 TRAFFIC CONTROL SYSTEMS (BID ITEM # 4)

A. DESCRIPTION. A traffic control system shall consist of closing traffic lanes in accordance with the details shown on T-11 of the most current State Standard Plans (as amended), the contract plans, the provisions of Section 12, "Temporary Traffic Control" of the 2018 edition of the State Standard Specifications and these Special Provisions. All traffic control plans proposed by the Contractor shall be reviewed and approved by the City Engineer prior to implementation.

The provisions in this section will 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 2018 edition of the State Standard Specifications.

Each vehicle used to place, maintain, and remove components of a traffic control system on multilane streets shall be equipped with a Type II flashing arrow sign which shall be in operation when the vehicle is being used for placing, maintaining, or removing said components. The sign shall be controllable by the operator of the vehicle while the vehicle is in motion.

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

At the end of each work day or shorter duration 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 provide a Traffic Control Plan and Pedestrian Safety Plan to the Project Engineer prior to commencement of construction.

Personal vehicles of the Contractor's employees shall not be parked in the parking lanes or the traveled way, including any section closed to public traffic.

The Contractor shall notify local authorities of his intent to begin work at least 5 days before work is begun. The Contractor shall cooperate with local authorities relative to handling traffic through the area and shall make his own arrangements relative to keeping the working area clear of parked vehicles.

The Contractor shall notify residents and businesses by door hanger of lane closures, temporary loss of access, and curb & gutter work, stating the date(s) of work, limits of access, and hours of construction. The door hangers shall be delivered no later than 24 hours prior to road closure. Prior to dissemination the Engineer shall approve the door hanger and present a copy to the City Engineer.

A minimum of one paved traffic lane in each direction, not less than 11 foot- wide, shall be open for use by public traffic at all times. To minimize damage to exposed road subgrade areas during the project, the Contractor will be required to partially or completely repave subgrade areas within 24 hours of exposure.

If traffic signal inductive vehicle loop detectors and lead-in wiring not designated to be replaced on the Plans are damaged during the course of the construction period, they shall be replaced as soon as work is completed or as directed by the Engineer. The cost of replacing damaged loop detectors including detector hand holes or any other necessary repairs to the components of the traffic signal system shall be included in the cost of traffic control. No additional payment shall be made therefor.

The location of traffic control devices shall be checked by the Contractor especially at the beginning of the work period and periodically throughout the work day, to ensure that the devices are properly placed and maintained.

Flaggers shall not be used during the hours of darkness unless authorized by the City.

The Contractor shall conduct all operations with the least possible obstruction and inconvenience to the public. The Contractor shall have under construction no greater length or amount of work than can be completed within a workday with due regards to the rights of the public.

Contractor will coordinate with AC Transit to maintain bus stops or to relocate bus stops during the various stages of construction.

Work shall be accomplished in such a manner as to provide access to all intersecting streets and adjacent properties whenever possible. If access to any property cannot be provided, then adequate nearby parking shall be provided and maintained until direct access can again be restored. If during the course of the work, it is necessary to restrict access to certain driveways for an extended period of time, the Contractor shall notify the affected residents, in writing, at least seventy two (72) hours in advance.

To minimize the disruption to public traffic, the Contractor shall:

1. Permit local traffic to pass through the work with the least possible inconvenience or delay.

2. Maintain 24-hour access to existing driveways, commercial and residential, within the vicinity of the work area, keeping them open and in good, safe condition at all times (includes constructing temporary ramps for access).

3. Remove or repair any condition resulting from the work that might impede traffic or create a hazard.

4. Keep existing traffic signal and roadway lighting systems in operation throughout the construction work.

To protect the right of abutting property owners, the Contractor shall:

1. Conduct the construction so that the least inconvenience as possible is caused to abutting property owners.

2. Maintain ready access to houses or businesses along the line of work, including the construction of temporary ramps for access.

3. Notify all parties at least five (5) days, and again in 72 hours, in advance of work which would affect their access.

The following are requirements for Pedestrian Safety:

1. Contractor shall submit a redlined Pedestrian Safety Plan prior to each stage of construction. The Pedestrian Safety Plan will be prepared at 1”=20’ scale on base plots provided by the City.

2. Pedestrian Safety Plan will show approved devices for directing pedestrians away from construction hazards.

3. Contractor will provide continuous ADA access through the site at all times, keeping in mind especially pedestrians with mobility, visual or auditory impairments.

4. Pedestrian Safety Plan will show trench plating and pedestrian safety from open excavations.

5. Pedestrian Safety Plan will show notes and sketches for providing continuous access to business owners, school driveways, bus stops and residential driveways.

6. Pedestrian Safety Plan will show notes and devices for providing continuous safe access to crosswalks and curb ramps.

7. Pedestrian Safety Plan will include access to and from Lum Elementary School and Rittler Park, for pedestrians, cyclists, transit users, and people using on-street parking.

8. Contractor shall host a monthly safety meeting for his crews and the subcontractor crews. Contractor shall provide written proof of Contractor Safety Meeting. Safety Meeting topics will include, but not be limited to:

a. Review of the requirements for Pedestrian Safety Plan
b. Hours for adjacent school children entering site
c. Proper conduct towards the public, businesses, park users, school children, cyclists, people with disabilities, and residents.
d. Proper driving requirements
e. Excavation and trenching protection

The Contractor shall be responsible for providing adequate safeguards, safety devices, protective equipment, and any other needed actions to protect life, health, and safety of the public, and to protect property in connection with the performance of the work covered by the contract. The Contractor shall perform any measures or actions the City or the Engineer may deem necessary to protect the public and property.

The full width of the traveled way shall be open for use by public traffic on Saturdays, Sundays and designated legal holidays, and when construction operations are not actively in progress.

Temporary differences in height of surfacing of over one-inch (1”), between one lane and another, shall be clearly marked with appropriate traffic control devices. Such differences in height shall not be allowed during non-working hours, unless approved beforehand by the City Engineer.

Minor deviations from the requirements of this section concerning hours of work which do not significantly change the cost of the work may be permitted upon the written request of the

Contractor if in the opinion of the Engineer public traffic will be better served and the work expedited. Such deviations shall not be adopted until the Engineer has indicated his written approval. All other modifications will be made by contract change order.

The adjustment provisions in the May 2006 edition of the State Standard Specifications, Section 4.1.03, Changes, shall not apply to the item of traffic control system. Any adjustment in compensation for traffic control systems due to an increase or decrease in the amount of traffic control system required by changes ordered by the City Engineer will be made on the basis of the cost of the increased or decreased traffic control necessary. Such adjustment will be made on a force-account basis as provided in Section 9-1.03, Force Account payment of the May 2006 edition of the State Standard Specifications for increased work.

B. MEASUREMENT. The quantity for "**Traffic Control & Pedestrian Access"** will be measured on a lump sum basis.

C. PAYMENT. The contract lump sum price paid for **"Traffic Control & Pedestrian Access"** shall include full compensation for furnishing all labor, materials, including signs, tools, equipment, mobilization, and incidentals, and for doing all the work involved in providing Traffic Control Plans, preparing Pedestrian Safety Plans, hosting Contractor Safety Meetings, placing, removing, storing, maintaining, moving to new locations, replacing and disposing of the components of the traffic control system, including supervision, as shown on the plans, as required by these Special Provisions, and as directed by the City Engineer.

Full compensation for flagging costs shall be considered as included in the contract lump sum price paid for Traffic Control and no additional compensation will be allowed therefore, the shared cost for providing flagging as specified in 12-2.02 "Flagging Cost", of the Standard Specifications, shall not apply to the item of traffic control.

10-1.10 TEMPORARY PAVEMENT DELINEATION

Temporary pavement delineation shall be furnished, placed, maintained, and removed in conformance with the provisions in Section 12-3.01, "General," of the Standard Specifications and these special provisions. Nothing in these special provisions shall be construed as reducing the minimum standards specified in the California MUTCD or as relieving the Contractor from the responsibilities specified in Section 7-1.09, "Public Safety," of the Standard Specifications.

General

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

The Contractor shall perform the work necessary to establish the alignment of temporary pavement delineation, including required lines or markers. Surfaces to receive application of 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, or as determined by the Engineer.

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

Temporary Laneline and Centerline Delineation

When lanelines or centerlines are obliterated and temporary pavement delineation to replace the lines is not shown on the plans, the minimum laneline and centerline delineation to be provided for that area shall be temporary pavement markers placed at longitudinal intervals of not more than 24 feet. The temporary pavement markers shall be the same color as the laneline or centerline the pavement markers replace. Temporary 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 "Prequalified and Tested Signing and Delineation Materials" of these special provisions. The temporary pavement markers shall be placed in conformance with the manufacturer's instructions. Temporary pavement markers for long term day/night use (6 months or less) shall be cemented to the surfacing with the adhesive recommended by the manufacturer, except epoxy adhesive shall not be used to place the temporary pavement markers in areas where removal of the temporary pavement markers will be required.

Temporary laneline or centerline delineation consisting entirely of temporary pavement markers listed for short term day/night use (14 days or less), shall be placed on longitudinal intervals of not more than 24 feet and shall be used for a maximum of 14 days on lanes opened to public traffic. Before the end of the 14 days the permanent pavement delineation shall be placed. If the permanent pavement delineation is not placed within the 14 days, the Contractor shall replace the temporary pavement markers and provide additional temporary pavement delineation and shall bear the cost thereof.

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.

Temporary Pavement Markers

Temporary pavement markers shall be applied complete in place before opening the traveled way to public traffic.

Temporary pavement markers shall be, at the option of the Contractor, one of the temporary pavement markers for long term day/night use (6 months or less) listed in "Prequalified and Tested Signing and Delineation Materials" of these special provisions.

Temporary 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 in areas where removal of the pavement markers will be required.

Retroreflective pavement markers conforming to the provisions in "Pavement Markers" of these special provisions, Section 85, "Pavement Markers," of the Standard Specifications may be used in place of temporary pavement markers for long term day/night use (6 months or less) except to simulate patterns of broken traffic stripe.

Full compensation for furnishing, placing, maintaining, and removing the temporary pavement markers (including underlying adhesive, layout (dribble) lines to establish alignment of temporary pavement markers or used for temporary laneline and centerline delineation) shall be considered as included in the contract prices paid for the items of work that obliterated the laneline and centerline pavement delineation and no separate payment will be made therefor.

10-1.11. REMOVE EXISTING PAVEMENT MARKER:

This paragraph also covers Detail 10, Detail 23, Detail 33 and Detail 38C.

Existing pavement markers, including underlying adhesive, within the limits of work, shall be removed and disposed of prior to resurfacing or when no longer required for traffic lane delineation as determined by the Engineer.

Full compensation for removing and disposing of pavement markers and underlying adhesive shall be considered as included in the contract price paid per ton for HMA and no separate payment will be made therefor.

10-1.12. REMOVE TRAFFIC STRIPE AND PAVEMENT MARKINGS (BID ITEM #5, ITEM #6 and ITEM #7)

All existing traffic stripe and pavement marking shall be removed by the contractor within the project limits shown on the plans and as directed by the Engineer.

Attention is directed to "Water Pollution Control" of these special provisions.

Waste from removal of yellow and white thermoplastic and yellow and white painted traffic stripe and pavement marking may contain lead chromate in average concentrations greater than or equal to 5 mg/L Soluble Lead or 1000 mg/kg Total Lead. Yellow and white thermoplastic and yellow and white paint traffic stripe and pavement marking exist as shown on the plans. Residue produced from the removal of yellow and white thermoplastic and yellow and white paint may contain heavy metals in concentrations that exceed thresholds established by the California Health and Safety Code and Title 22 of the California Code of Regulations. The Contractor shall assume that the residue is not regulated under the Federal Resource Conservation and Recovery Act (RCRA). Yellow and white thermoplastic and yellow and white paint may produce toxic fumes when heated.

The removed yellow and white thermoplastic and yellow and white paint shall be disposed of at a Class 1 disposal facility in conformance with the requirements of the disposal

facility operator within 90 days after accumulating 220 pounds of residue and dust. The Contractor shall make necessary arrangements to test the yellow and white thermoplastic and yellow and white paint residue as required by the disposal facility and these special provisions. Testing shall include, at a minimum, (1) Total Lead by EPA Method 6010B and Chromium by EPA Method 7000 series, (2) Soluble Lead and Chromium by California Waste Extraction Test, and (3) Soluble Lead and Chromium by Toxicity Characteristic Leaching Procedure. From the first 222 gallons of waste, or portion thereof if less than 222 gallons of waste are produced, a minimum of four randomly selected samples shall be taken and analyzed individually. Samples shall not be composited. From each additional 888 gallons of waste, or portion thereof if less than 888 gallons are produced, a minimum of one additional random sample shall be taken and analyzed. Each sample shall be homogenized prior to analysis by the laboratory performing the analyses. A sample aliquot sufficient to cover the amount necessary for the total and the soluble analyses shall then be taken. This aliquot shall be homogenized a second time and the total and soluble (if necessary) run on this aliquot. The homogenization process shall not include grinding of the samples. The Contractor shall submit the name and location of the disposal facility and analytical laboratory along with the testing requirements to the Engineer not less than 5 days prior to the start of removal of yellow and white thermoplastic and yellow and white painted traffic stripe and pavement marking. The analytical laboratory shall be certified by the Department of Health Services Environmental Laboratory Accreditation Program for all analyses to be performed. Test results shall be provided to the Engineer for review prior to signing a waste profile as requested by the disposal facility, prior to issuing an EPA identification number, and prior to allowing removal of the waste from the site.

The Contractor shall prepare a **project specific Lead Compliance Plan** to prevent or minimize worker exposure to lead while handling removed yellow and white thermoplastic and yellow and white paint residue. Attention is directed to Title 8, California Code of Regulations, Section 1532.1, "Lead," for specific Cal OSHA requirements when working with lead.

The Lead Compliance Plan shall contain the elements listed in Title 8, California Code of Regulations, Section 1532.1(e)(2)(B). Before submission to the Engineer, the Lead Compliance Plan shall be approved by an Industrial Hygienist certified in Comprehensive Practice by the American Board of Industrial Hygiene. The Plan shall be submitted to the Engineer at least 7 days prior to beginning removal of yellow and white thermoplastic and yellow and white paint.

Prior to removing yellow and white thermoplastic and yellow and white painted traffic stripe and pavement marking, personnel who have no prior training, including City personnel, shall complete a safety training program provided by the Contractor that meets the requirements of Title 8, California Code of Regulations, Section 1532.1, "Lead," and the Contractor's Lead Compliance Program.

Personal protective equipment, training, and washing facilities required by the Contractor's Lead Compliance Plan shall be supplied to City personnel by the Contractor. The number of City personnel will be 2.

Where grinding or other methods approved by the Engineer are used to remove yellow and white thermoplastic and yellow and white painted traffic stripe and pavement marking, the

removed residue, including dust, shall be contained and collected immediately. Collection shall be by a high efficiency particulate air (HEPA) filter equipped vacuum attachment operated concurrently with the removal operations or other equally effective methods approved by the Engineer. The Contractor shall submit a written work plan for the removal, storage, and disposal of yellow and white thermoplastic and yellow and white painted traffic stripe and pavement marking to the Engineer for approval not less than 15 days prior to the start of the removal operations. Removal operations shall not be started until the Engineer has approved the work plan.

The removed yellow and white thermoplastic and yellow and white painted traffic stripe and pavement marking residue shall be stored and labeled in covered containers. Labels shall conform to the provisions of Title 22, California Code of Regulations, Sections 66262.31 and 66262.32. Labels shall be marked with date when the waste is generated, the words "Hazardous Waste," composition and physical state of the waste (for example, asphalt grindings with thermoplastic or paint), the word "Toxic," the name and address of the Engineer, the Engineer's telephone number, contract number, and Contractor or subcontractor. The containers shall be a type approved by the United States Department of Transportation for the transportation and temporary storage of the removed residue. The containers shall be handled so that no spillage will occur. The containers shall be stored in a secured fenced enclosure at a location within the project limits until disposal, as approved by the Engineer.

If the yellow and white thermoplastic and yellow and white painted traffic stripe and pavement marking residue is transported to a Class 1 disposal facility as a hazardous waste, a manifest shall be used, and the transporter shall be registered with the California Department of Toxic Substance Control. The Contractor shall submit a written request for the United States Environmental Protection Agency Identification Number (US EPA ID Number) to the Engineer. The Engineer will obtain the US EPA ID Number and sign all manifests as the generator within 2 working days of receiving sample test results, approving the test methods, and receiving the written request for the US EPA ID Number from the Contractor. The Contractor shall submit receiving landfill documentation of proper disposal to the Engineer.

Additional disposal costs for removal residue regulated under RCRA, as determined by test results, will be paid for as extra work as provided in Section 4 1.03D, "Extra Work," of the Standard Specifications.

Nothing in these special provisions shall relieve the Contractor of the Contractor's responsibilities as specified in Section 7 1.09, "Public Safety," of the Standard Specifications.

Full compensation for providing a written work plan for the removal, storage, and disposal of yellow and white thermoplastic and yellow and white painted traffic stripe and pavement marking and for providing receiving landfill documentation of proper disposal of yellow and white thermoplastic and yellow and white painted traffic stripe and pavement marking shall be considered as included in the contract prices paid per foot for remove yellow and white thermoplastic/painted traffic stripe and paid per square foot for pavement marking and no separate payment will be made therefor.

Full compensation for the removal and disposal of yellow and white thermoplastic and yellow and white painted traffic stripe and pavement marking that are removed as a part of cold planing or roadway excavation shall be considered as included in the contract price paid per square yard for cold planing or roadway excavation, as applicable, and no separate payment will be made. Yellow and white thermoplastic and yellow and white painted traffic strip and pavement markings collected with cold planing and/or excavation shall be considered sufficiently diluted by the asphalt collected concurrently to be non-hazardous, and will not be subject to the collection or disposal requirements described above.

10-1.13. ADJUST MANHOLE TO GRADE (BID ITEM #8)

Frames and covers of existing manholes, cleanouts, junction structures or other facilities shall be set flush with the adjacent surface in conformance with the provisions in Section 15-2.05, "Reconstruction," of the Standard Specifications.

The work shall be accomplished by adding brick and mortar shimming devices or chipping the structure material directly under the castings in fresh cement mortar. The excavations around the adjusted frames shall be filled with compacted Portland cement concrete to a level 1 ½" below the finished pavement surface. Ring risers will be permitted on manholes and cleanouts prior to resurfacing.

Payment shall be at the contract unit price per manhole or cleanout adjusted; such payment shall include full compensation for furnishing all labor, tools, equipment and materials and doing all work involved in adjusting the rim elevation to the grade as specified above.

10-1.14. COLD PLANE ASPHALT CONCRETE PAVEMENT (BID ITEM #9 and BID ITEM #10)

Existing asphalt concrete pavement shall be cold planed at the locations and to the dimensions shown on the plans or as directed by the Engineer in the field.

Note that the Contractor is required to recycle the asphalt removed, and that the asphalt in this contract may contain a layer of engineered fabric. The Contractor is advised to include the cost of fabric separation in his total bid, if the recycling facility will not accept asphalt contaminated fabric.

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 plans or as designated by the Engineer. The final cut shall result in a uniform surface conforming to the plans. 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.

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.

All loose material planed from the street surface, including material deposited in the existing gutter or on the adjacent traveled way, shall immediately be removed from the work site. The removal crew shall follow within fifty (50) feet of the planer, unless otherwise directed by the Engineer. The Contractor shall furnish and operate a self-loading motor sweeper with spray nozzles for the final clean-up work and shall keep the planed area clean at all times until the street is resurfaced.

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 Hot Mix Asphalt (HMA) has not been placed to the level of existing pavement before the pavement is to be opened to public traffic a temporary HMA taper shall be constructed. HMA for temporary tapers shall be placed to the level of the existing pavement and tapered on a slope of 30:1 (Horizontal: Vertical) or flatter to the level of the planed area. HMA tapers shall be placed adjacent to driveways as directed by the Engineer to prevent cars from scraping the pavement/driveway surfaces when using the driveway after the planing operation. HMA tapers shall also be placed at pedestrian crosswalks to meet ADA accessibility guidelines.

HMA for temporary tapers shall be the same quality as the HMA used elsewhere on the project. HMA for tapers shall be compacted by any method that will produce a smooth riding surface. Temporary HMA tapers shall be completely removed, including the removal of loose material from the underlying surface, before placing the permanent surfacing. The removed material shall be disposed of outside the highway right of way in conformance with the provisions in Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the Standard Specifications.

Operations shall be scheduled so that not more than seven (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 7-1.13, "Disposal of Material Outside the Highway Right of Way," 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, Full Plane (BID ITEM #9) 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.

Existing asphalt concrete pavement shall be planed per limits shown on plans and in accordance with “Wedge Cut” listed below, except as follows.

The depth of cut shall be two and one-half inches (2.5”) below the surface of the existing asphalt concrete. The outside lines of the planed area shall be neat and uniform. The street surfacing to remain in place and the existing concrete curb and gutter shall not be damaged in any way.

Resurface planed AC areas the same working day from the day the areas were planed. The streets shall be swept, repeatedly if necessary, to minimize loose material.

Cold Plane Asphalt Concrete Pavement, Wedge Cut (BID ITEM #10). Planing and removing asphalt concrete pavement will be measured by the linear foot. The quantity to be paid for will be the actual length of half street cold planed with a wedge cut, irrespective of the number of passes required to obtain the depth shown on the plans. Each half street will be counted separately. The depth of cut shall be one and one-half inches (1.5”) below the surface along the gutter lip, along curb face, or along limits of wedge cut as shown on the plans, tapered out to zero depth over a minimum six-foot (6’) width for wedge cut. The street surfacing to remain in place and the existing concrete curb and gutter shall not be damaged in any way.

Payment: The contract price paid per square yard for cold plane asphalt concrete pavement **(Bid Item #9),** and the contract unit price paid per linear foot for cold plane asphalt concrete pavement, wedge cut **(Bid Item #10)** shall include full compensation for furnishing all labor, materials, tools, equipment, mobilization, and incidentals, and for doing all the work involved in cold planing asphalt concrete surfacing and off hauling and disposing of materials removed, removal and disposal of fabric membrane; and constructing, maintaining, removing, and disposing of temporary HMA tapers, as specified in the Standard Specifications and these special provisions and as directed by the Engineer.

Full compensation for furnishing and removing HMA for tapers shall be considered as included in the contract unit price for installing HMA and no additional compensation will be allowed therefore.

10-1.15 HOT MIX ASPHALT (BID ITEM #13)

This work includes producing and placing hot mix asphalt type A in accordance with Section 39, "Hot Mix Asphalt," of the Standard Specifications AS CURRENTLY AMENDED. This section was completely replaced in the 06-05-09 Amendments. Quality control and quality assurance will be determined under the "Standard" section.

Asphalt binder for HMA shall be PG 64-10.

The maximum size of aggregate for HMA shall be 1/2 - inch for all lifts.

At least three (3) days prior to the beginning of work, the Contractor shall notify all affected property owners, residents, business, schools and agencies by an approved, written notice detailing streets and limits of work to be done and the hour of work. The contractor shall,

prior to the beginning of Work, post on all streets that are to be worked upon with approved “No Parking – Tow Away” signs. The signs shall also state the day of the week and hours of no parking.

Prior to the HMA overlay operation, the contractor shall remove and off haul all existing pavement striping, legends and raised pavement markers within the HMA overlay limits.

If contractor cannot perform HMA overlay on the same day after removing the existing traffic striping from the street, the contractor shall install temporary traffic markers on that street.

Do not leave a vertical joint more than 0.15 foot high between adjacent lanes open to public traffic. Place W8-11 "UNEVEN LANES" signs adjacent to the traveled way's outside edge. Place the first W8-11 sign where the vertical joint begins in the direction of travel on that lane. Place the W8-11 signs at 1,000-foot maximum intervals and at public roads entering the traffic lane.

A tack coat of SS-1 emulsified asphalt shall be applied to the existing asphalt and concrete areas prior to placement of HMA.

The Contractor will be required to furnish a minimum of one 12-ton, 3-wheel roller or tandem roller and one 8-ton, 2-axle tandem roller for each asphalt paver, unless otherwise approved by the Engineer.

Rolling shall be performed in such a manner that cracking, shoving, or displacement occurring as a result of reversing the direction of the roller or from any other cause, shall at once be corrected by the use of rakes and fresh HMA mixture where required.

Weight Certificates. A duplicate certified ticket giving the weight of material in the truck and the date and time of weighing shall be given to the Inspector on the job as soon as the truck arrives at the work. All trucks used for hauling HMA shall be weighed empty daily at such times as directed by the Engineer.

All loose HMA material deposited on adjacent street surfaces, gutters, and sidewalks, at the jobsite and on all routes traveled between the HMA source and the jobsite, shall immediately be removed. The Contractor shall furnish and operate a minimum of one self-loading motor sweeper for this work during the entire HMA placement and subsequent HMA clean up.

Where work is unfinished at a pedestrian crosswalk at the end of a working day, the edge of the paved surface to said crosswalk shall be feathered to provide a smooth pathway for foot traffic that conforms with ADA accessibility guidelines. The pavement shall be protected from traffic until thoroughly cooled and set.

Damage to existing curb, gutter or reconstruction required by the Engineer, caused by carelessness or inefficiency of the Contractor, shall be repaired or replaced at his expense.

Existing pavement markers, including underlying adhesive, when no longer required for traffic lane delineation as determined by the Engineer, shall be removed and disposed of. Full

compensation for removing and disposing of pavement markers and underlying adhesive shall be considered as included in the contract price paid per ton for HMA and no separate payment will be made therefore.

MEASUREMENT AND PAYMENT. Payment shall be made at the contract unit price per ton of HMA, such payment shall include full compensation for furnishing all labor, tools, equipment, mobilization, noticing, and materials, including surface preparation, leveling course, removing all traffic striping, markers, tack coat, protection of work and traffic control, and doing all the work involved in installing the HMA complete in place.

10-1.16 REPLACE ASPHALT CONCRETE SURFACING (BID ITEM #12)

This work includes removing existing asphalt concrete surfacing and replacing with hot mix asphalt (HMA). The Engineer determines the exact limits of replaced asphalt concrete surfacing.

Materials

HMA Type A and tack coat shall comply with the specifications in Section 39-1.02, "Materials" of the Standard Specifications.

The grade of asphalt binder mixed with aggregate for HMA shall be PG 64-10.

All aggregate for HMA shall comply with the 1/2 - inch grading.

Construction

Pave replacement HMA under Section 39-2, "Standard," of the Standard Specifications, as currently amended.

At least three (3) days prior to the beginning of work, the Contractor shall notify all affected property owners, residents, business, schools and agencies by an approved, written notice detailing streets and limits of work to be done and the hour of work. The contractor shall, prior to the beginning of Work, post on all streets that are to be worked upon with approved “No Parking – Tow Away” signs. The signs shall also state the day of the week and hours of no parking.

Pavement failure areas marked in the field with the minimum width of six feet and half (6.5’) and/or noted on the plan shall be reconstructed. Pavement areas shall be repaired prior to grinding and shall be flush with existing pavement.

The failure areas shall be excavated to required depth of 6” as shown in the typical sections and marked on site. Reconstruction shall consist of placing asphalt concrete as detailed on plan. HMA shall be placed in two lifts for locations with 4” deep and three lifts for locations with 6” deep. A tack coat of SS-1 emulsified asphalt shall be applied to the existing ground prior to placement of HMA. The finish HMA shall be rolled flush with the adjacent existing pavement. Subgrade may be tested by qualified personnel, arranged by the Engineer, to assure that the required compaction has been obtained.

Failed area locations shall be backfilled and resurfaced the same working day as the start of break out.

Replace asphalt concrete in a lane before the lane is specified to be opened to public traffic under "Maintaining Traffic" of these special provisions.

Before removing asphalt concrete, outline the replacement area and cut neat lines with a saw or grind to full depth of the existing asphalt concrete. Do not damage asphalt concrete and base remaining in place.

Dispose of removed material under Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the Standard Specifications.

Measurement and Payment

The Engineer measures replace asphalt concrete surfacing based on the specified dimensions and any adjustments ordered. In the cases where HMA is specified to be placed to a level below final finished grade, in anticipation of cold planing the remainder of the street, only the volume from the bottom of the specified plane to the bottom of the anticipated cold planing will be measured.

The contract price paid per cubic yard for replace asphalt concrete surfacing includes full compensation for furnishing all labor, materials, tools, equipment, mobilization, and incidentals, and for doing all the work involved in replacing asphalt concrete surfacing including surface preparation, public noticing, saw-cutting, removal and disposal of excavated material, removal and disposal of fabric, tree root trimming, compaction, tack coat and HMA , complete in place as shown on the plans, as specified in the Standard Specifications and the special provisions, and as directed by the Engineer. Cost for compaction testing will be borne by the City and is not included in the contract unit price for replace asphalt concrete surfacing. The Contractor shall furnish and supply water with no additional payment to be made therefor.

You may request the Engineer's approval to leave rejected replacement HMA in place. If the Engineer approves, you must accept a reduction in the payment for the rejected replacement HMA.

10-1.17. REMOVE CONCRETE (CURB, GUTTER, SIDEWALK, DRIVEWAY, AND CURB RAMP) (BID ITEM #11)

The Contractor should be aware that existing curbs may be more than fifteen inches in depth and existing gutters may be more than eight inches in thickness and sidewalk may be more than three inches in thickness.

A power driven pavement saw shall be used to cut existing Portland cement concrete sidewalk, driveway, curb ramp, curb and gutter where it is necessary to remove the concrete. The depth of the cut shall be a minimum of 1-1/2" and straight; and, if two cuts are made, they shall be parallel. The cut shall be deep enough to permit complete breakage of the concrete without

ragged edges. Sawcut debris is not permitted to enter the storm drain system and shall be vacuumed up by the contractor

Payment shall be at the contract unit price per cubic yard of removal of concrete, such payment shall include full compensation for furnishing all labor, tools, equipment, and incidentals, and for doing all the work involved in mobilization, saw-cutting, excavated material, removal and disposal of excess material, including existing concrete curb, gutter, driveway, curb ramp and sidewalk as directed by the Engineer.

10-1.18. INSTALL CONCRETE (CURB, GUTTER, DRIVEWAY, SIDEWALK, AND CURB RAMP) (BID ITEM #14)

Curbs, Curb & Gutter, Sidewalk, Driveway and Curb Ramps shall be Portland Cement Concrete Class "A" unless otherwise specified. They shall conform to the provisions in Section 73 "Concrete Curbs and Sidewalks" and Section 90 "Portland Cement Concrete" of the Standard Specifications as currently amended. Note that Section 90 was completely replaced by the 11-30-10 Standard Amendments.

All edges of concrete shall be edged with a cement edger of the size 2-3/4" in width with a 3/16" radius. All joints or grooves that are indicated on the plans or required by the Engineer shall be marked with cement grooves or jointers 4" in width and having a groove 3/8" wide at the top and a depth of l/4" to l/2".

All concrete with exposed surfaces, such as sidewalk, curb, gutter, local depressions, driveway and catch basins tops shall be colored by adding to the mix a proportionate amount of the best quality lampblack, such proportion to be 1½ lbs. lampblack per each cubic yard.

All new or previously existing concrete surfaces shall be left neat, clean and free from concrete droppings. The Contractor shall be responsible for preventing vandals or others from disfiguring or defacing the finished surfaces. Any new concrete surfaces disfigured due to pouring late in the day, or due to the failure on the part of the Contractor to provide adequate protection or covering to the new surfaces, shall be replaced at the Contractor's expense. The work shall conform to Construction Site Control and Clean Up sections herein.

All exposed surfaces shall be cured by the impervious membrane method to the satisfaction of the Engineer.

Gutter shall be eight-inch (8") in thickness and width shall be 1'.5 as shown on plan or conform with existing gutter.

Sidewalk shall be three-inch (3"). Curb ramps and driveway shall be four-inch (4") in thickness. Score line shall be spaced as shown on plan or as directed by the construction inspector. All sidewalk constructed shall be given the same surface finish as the surrounding sidewalk except that the smooth jointed edge finish on both sides of the score mark will not be required.

The name of the Contractor and the year the work is performed shall be stamped upon both ends of each single piece of any concrete work, as called for by Section No. 22-5.3 of the Municipal Code. Contractor shall obtain a load slip from each delivery and give one copy of said slip to the Engineer at the point of deliver of the material.

Damage to existing sidewalk or driveways beyond the limits shown on the plans, field or reconstruction required by the Engineer, caused by carelessness or inefficiency of the Contractor, shall be repaired or replaced at his expense.

Aggregate base shall be placed under new curb and gutter and shall be four-inches (4") in thickness except where additional depth is indicated on the plans.

Asphalt concrete pavement areas opened for curb and gutter shall be backfill with aggregate base and repaved with 6 " HMA plug. Maximum width for pavement shall be one-foot (1').

Payment for construction of new concrete work and reconstruction of existing concrete work will be at the contract price per cubic yard. Such payment shall include full compensation for furnishing all labor, tools, equipment, mobilization, and materials, and doing all the work necessary for construction of concrete work including mobilization, preparation and compaction of aggregate base, excavation, aggregate base and backfill, HMA backfill, and disposal of excess material.

10-1.19. DETECTABLE WARNINGS (BID ITEM #15)

Detectable warnings shall be ADA Solutions, Inc., Surface Applied Panel System, or approved equal. Contractor shall apply a single panel on each new ramp, a single panel on each existing curb ramp that does not have detectable warnings, and two or three panels at each flush return, at corners with adjacent new pavement installations, in accordance with manufacturer's instructions and as directed by the Engineer.

Curb ramp detectable warning surface shall consist of prefabricated panels of raised truncated domes installed on curb ramps in conformance with the details shown on the plans and these special provisions. The color of the detectable warning surface shall be yellow or black, as indicated on the plans.

Prefabricated detectable warning surface shall be in conformance with the requirements established by the Department of General Services, Division of State Architect and be attached in conformance with the manufacturer's recommendations.

The finished surfaces of the detectable warning surface shall be free from blemishes.

The manufacturer shall provide a written 5-year warranty for prefabricated detectable warning surfaces, guaranteeing replacement when there is defect in the dome shape, color fastness, sound-on-cane acoustic quality, resilience, or attachment. The warranty period shall begin upon acceptance of the contract.

Payment. Full compensation for furnishing and installing curb ramp detectable warning surfaces shall be paid for at the contract price per square foot for detectable warning surfaces. Such payment shall include full compensation for furnishing all labor, tools, equipment, mobilization, and materials, and doing all the work necessary for construction of work including mobilization, preparation, cleaning of concrete and clean up.

10-1.20. THERMOPLASTIC PAVEMENT MARKING (BID ITEM #26)

Thermoplastic pavement markings shall be applied in conformance with the provisions in Section 84, "Traffic Stripes and Pavement Markings," of the Standard Specifications and these special provisions.

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

Retroreflectivity of the thermoplastic and pavement markings shall conform to the requirements in ASTM Designation: D 6359-99. White thermoplastic pavement markings shall have a minimum initial retroreflectivity of 250 mcd $m^{-2}lx^{-1}$.

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

All additional work necessary to establish satisfactory layout work required for pavement markings shall be performed by the Contractor at his expense, including correction to minor irregularities in the line established by the Engineer. Correction of minor irregularities shall be accomplished by the application of cat tracks or dribble lines, the use of laser guidance devices, or by a combination of these techniques.

Thermoplastic pavement markings shall be applied only on dry surfaces and only during periods of favorable weather. Thermoplastic materials shall not be performed when the atmospheric temperature is below 50°F; when freshly thermoplastic surfaces may become damaged by rain, fog, or condensation; nor when it can be anticipated that the atmospheric temperature will drop below 50°F during the drying period.

Glass beads shall be applied to thermoplastic stripes and markings in accordance with the Standard Specifications.

Payment for pavement markings shall be at the contract unit price per square foot and shall include full compensation for furnishing all labor, materials, tools, equipment, mobilization, protection of work, noticing, and incidentals, and shall include but not be limited to, doing all work involved in pavement markings, establishing alignment for markings, layout work, complete in place, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

10-1.21 THERMOPLASTIC TRAFFIC STRIPE (SPRAYABLE) (BID ITEMS #16 through 25)

This paragraph covers Detail 22 (Bid Item #16), Detail 21 (Bid Item #17), Detail 27B (Bid Item #18), Detail 28 (Bid Item #19), Detail 38 (Bid Item #20), Detail 39 (Bid Item #21), Detail 40 (Bid Item #22), Detail 48 (Bid Item #23), Install Parking 'T' (Bid Item #24), and 12" Wide Thermoplastic Stripe (Bid Item #26).

Sprayable thermoplastic traffic stripes (traffic lines) shall be applied in conformance with the provisions in Section 84, "Traffic Stripes and Pavement Markings," of the Standard Specifications and these special provisions.

Sprayable thermoplastic material shall be free of lead and chromium, and shall conform to the requirements in State Specification No. PTH-02SPRAY.

Retroreflectivity of the sprayable traffic stripes shall conform to the requirements in ASTM Designation: D 6359-99. White sprayable thermoplastic traffic stripes shall have a minimum initial retroreflectivity of 250 mcd $m^{-2}lx^{-1}$. Yellow sprayable thermoplastic traffic stripes shall have a minimum initial retroreflectivity of 150 mcd $m^{-2}lx^{-1}$.

At the option of the Contractor, permanent traffic striping and pavement marking tape conforming to the provisions in "Prequalified and Tested Signing and Delineation Materials" of these special provisions may be placed instead of the sprayable thermoplastic traffic stripes. Permanent tape, if used, shall be installed in conformance with the manufacturer's 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.

Sprayable thermoplastic material shall be applied to the pavement at a temperature between 351 F and 401 F, unless a different temperature is recommended by the manufacturer.

Sprayable thermoplastic traffic stripes shall be free of runs, bubbles, craters, drag marks, stretch marks, and debris.

If permanent tape is placed instead of sprayable thermoplastic traffic stripes, the tape will be measured and paid for by the linear foot as thermoplastic traffic stripe (sprayable).

Sprayable thermoplastic traffic stripes will be measured by the linear foot along the line of the traffic stripes, without deductions for gaps in broken traffic stripes. A double traffic stripe, consisting of two 4-inch wide yellow stripes, will be measured as one traffic stripe.

Payment. The contract price paid per linear foot for thermoplastic traffic stripe (sprayable) and per each for parking tees shall include full compensation for furnishing all labor, materials, tools, equipment, mobilization, and incidentals, and for doing all the work involved in applying sprayable thermoplastic traffic stripes and tees (regardless of the number, widths, and

patterns of individual stripes involved in each traffic stripe) including establishing alignment for stripes and tees, and layout work, complete in place, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

10-1.22 PAVEMENT MARKERS (FDP) BLUE REFLECTIVE) (BID ITEM #27) & TRAFFIC MARKERS (BID ITEM # 31 THRU BID ITEM # 34)

This paragraph covers Detail 10 (Bid Item #31), Detail 23 (Bid Item #32), Detail 33 (Bid Item #33), Detail 38 C (Bid Item #34), Install Pavement marker (FDP) (Bid Item #27).

Pavement markers shall be placed in conformance with the provisions in Section 85, "Pavement Markers," of the Standard Specifications and these special provisions.

The Contractor shall furnish the Engineer certificates of compliance for the pavement markers in conformance with the provisions in Section 6-1.07, "Certificates of Compliance," of the Standard Specifications.

Retroreflective pavement markers shall be marked as abrasion resistant on the body of the markers.

Pavement markers shall be installed in accordance with Traffic Manual or as directed by the Engineer. Locations for replacement of Fire Department pavement (FDP) markers for fire hydrant

Payment for installation of pavement markers shall be at the contract unit price per pavement marker for Bid #27 and contract price per linear foot for Bid Item #31 thru Bid Item #34 and shall include full compensation for furnishing all labor, materials, tools, equipment, mobilization, protection of work, and incidentals, and shall include but not be limited to, doing all work involved in blue Fire Department pavement markers.

10-1.23. INSTALL SIGNAL LOOP DETECTOR, TYPE ‘D’ AND ‘A’ (BID ITEM # 30).

Loop detector lead-in cable shall be Type B. Conductor for each inductive detector loop shall be continuous and unspliced and shall be Cal-Tran Type 2, moisture and heat resistant insulated, No. 14 stranded copper wire.

In lieu of the requirements in the fourth paragraph of Section 86-5.01A(5), “Installation Details”, of the Standard Specifications, slots in asphalt concrete pavement shall be filled as follows:

After conductors are installed in the slots cut in the pavement, slots shall be filled with Over Kote® loop filler or approved equal, meeting Caltrans inductive loop filler specification #8040-41A-15.

The conductor shall megger the loops in the presence of the Engineer prior to the installation of the sealant. Minimum results of 100 megohms at 500 volts required. After the sealant is installed the loops will be meggered by the City with minimum results of 100 megohms at 500 volts required.

The Contractor shall test the detectors with a motor-driven cycle, as defined in the California Vehicle Code, that is licensed for street use by the Department of Motor Vehicles of the State of California. The unladen weight of the vehicle shall not exceed 220 pounds and the engine displacement shall not exceed 100 cubic centimeters. Special features, components, or vehicles designed to activate the detector will not be permitted. The Contractor shall provide an operator who shall drive the motor-driver cycle through the response or detection area of the detector at not less than three (3) miles per hour nor more than 25 miles per hour. The detector shall provide an indication in response to this test.

Inductive loop conductors shall run continuously from the lead-in at the nearest pull box through the loop and return to the lead-in. Splices will not be allowed.

Inductive loop detector conductors from individual loops shall be tagged in the pull box nearest the loop. Detector lead-in shall be tagged at the terminal board in the controller cabinet. Tags shall conform to Section 86-2.08 of the Standard Specifications. All loop conductor connections shall be soldered, taped with rubber tape, plastic tape, and sealed with Scotchkote® or approved equal.

Loop detector conductors shall be run in 2” conduit from detector handhole near gutter lip to pull box. Conductors shall be installed only in the presence of the Engineer. Loop lead-ins shall run continuously from the pull box nearest to the terminal board in the controller cabinet.

There are total of **10 loops type D** (5 turns) and **30 loops type A** (3 turns) at the following locations:

Traffic Loop Replacement: 2 Type D Loop Detectors and 6 Type A Loop Detectors on Pacific Avenue westbound direction approaching Main Street.

Traffic Loop Replacement: 1 Type D Loop Detectors and 3 Type A Loop Detectors on Pacific Avenue eastbound direction approaching Main Street.

Payment. Payment for installation of traffic signal loop detector, detector handhole and 2” new PVC conduit shall conform to the provisions in Section 86-8, "Payment" of the Standard Specifications and these Special Provisions.

Payment shall be at the contract unit price per traffic loop detector signal, construction shall include full compensation for furnishing all labor, materials, tools, equipment, mobilization, and incidentals, and for doing all work involved in installing, furnishing and installing loop detectors, maintaining traffic and connections, service, and making all tests and adjustments to provide a complete operating and functional system.

Full compensation for all additional materials and labor not shown on the plans or specified, which are necessary to complete the traffic signal loop detector construction, shall be considered as included in the unit price bid and no additional compensation will be allowed therefore.

10-1.24 CITY, STATE, AND UTILITY PERMITS (BID ITEM #35)

Contractor will directly pay for fees and services as shown on the Bid Form. Fees to be paid by Contractor include City Permit Fees.

The amounts shown in the bid form are allowance, which will change after the contract is awarded. Contractor will provide copies of receipts as proof of payment.

10-1.25 INSTALL 3" PVC CONDUIT (BID ITEM # 28) AND INSTALL SIGNAL PULLBOX, No. 6 (BID ITEM #29)

No. 6 PULL BOXES:

Pull boxes shall conform to the provisions in Section 86-2.06, "Pull Boxes," of the Standard Specifications, Plan Number ES-8 of the Standard Plans contained within these Specifications, and to these Special Provisions.

Pull boxes and extensions shall be plastic of the size shown on the plan. Covers shall be plastic labeled "Traffic Signals"

No pull boxes shall be labeled "Caltrans."

Pull boxes and covers located in streets or subject to traffic shall be approved for H-20 traffic loading. Steel or cast iron covers shall be used. Covers shall be inscribed as specified above.

Pull boxes shall not have locking type covers and pull box covers shall not have bolt holes unless noted otherwise. All pull boxes shall have extensions.

Grounding shall be required in all pull boxes.

Recesses for suspension of ballast will not be required.

All pull boxes shall have concrete bottoms.

Where pull boxes are located in unpaved areas, the tops shall be set level approximately two inches (2") above finished grade. Pull boxes located in paved areas shall be set flush with surrounding paved surface. Pull boxes located in wheelchair ramp areas shall be set flush and inclined at a slope in conformance to the existing ramp.

Final exact pull box locations will be determined in the field. The Engineer shall have the right to relocate boxes up to a radius of thirty feet (30') from the position shown on the plans without additional charge.

NEW 3" PVC CONDUIT:

Conduit shall conform to the provisions in Section 86-2.05, "Conduit," of the Standard Specifications and these Special Provisions.

Conduit installation shall be performed by trenching across traveled ways.

Non-metallic type, Schedule 40 conduit shall be used unless otherwise noted.

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

Underground conduit without conductors to be incorporated into a new system shall be cleaned with a mandrel or cylindrical wire brush and blown out with compressed air prior to pulling string.

Deviations from these specifications shall be requested from the City Engineer in writing.

Conduit shall be laid to a depth of not less than 18" below grade in concrete sidewalk areas and curbed paved median areas, and 30" below finished grade in all other areas.

Street Patching: Existing pavement that is removed by the Contractor during construction shall be replaced by compacting the subgrade and constructing a four-inch (4") asphaltic concrete pavement surface course on an 18" minimum thickness aggregate base(Class II) in all trenches in the street area. The work shall conform to the Engineer's Drawing No. 2930, Case 22, and the following requirements:

1. Asphaltic concrete surfacing shall be Type A, one-half inch (1/2") maximum aggregate size asphalt concrete and shall conform to the applicable requirements of Section 39 and 92 of the Standard Specifications. Paving asphalt of the performance grade PG64-10 shall be used unless otherwise permitted by the Engineer. A tack coat of SS-1 emulsified asphalt shall be applied to the existing ground surface, asphalt and concrete areas prior to replacement of asphalt concrete.

2. Portland cement concrete pavement base shall be Class "II" concrete and shall conform to the applicable requirements of Sections 40 and 90 of the Standard Specifications.

Temporary Patch: It shall be mandatory for the Contractor to maintain a good temporary patch upon all trenches from the time they are backfilled until they are satisfactorily completed.

The Engineer will determine whether the temporary patch is satisfactory. In general, the patch shall not be lower than the surrounding pavement and shall be topped with cutback.

Trenching and Backfilling: Trenching and backfilling shall conform to the provisions in Section 86-2.01, "Excavation and Backfilling" of the Standard Specifications, and these Special Provisions. Underground conduit, where subject to vehicular traffic, shall have a minimum depth of thirty inches (30") and shall be constructed according to the City Standard Drawing 2930, Case 22.

All trenches shall be shored where required for safety or to eliminate interference with other work being performed. All trenches shall be excavated with straight walls. Conduits shall be installed with three inches (3") radial clearance. This shall include right-angle crossings as well as parallel installations. Trenches shall not be excavated wider than necessary for the proper installation of the electrical appurtenances and foundations.

Approved local or imported material shall be used for backfill. When material from the excavation is unsuitable for backfill, it shall be disposed of as directed in Section XII, Paragraph C, of these specifications, and suitable material, free from rocks or abrasive materials, and approved by the Engineer, shall be furnished by the Contractor for the backfill. Backfill material shall be placed in horizontal, uniform layers not exceeding six inches (6") in thickness, before compaction, and shall be brought up uniformly on all sides of the structure or facility. Relative compaction shall be ninety-five percent (95%) or more as determined by the impact or field method compaction test.

A continuous plastic marker tape shall be installed above all conduits to show the location of the conduit to prevent damage that might be caused by future excavations in the vicinity of the conduit.

The tape shall be laid in a horizontal plane above the conduit. Under paved areas and sidewalks the tape shall be laid directly on top of the compacted earth subgrade before installation of standard street patch. In unpaved areas the tape shall be laid during the backfilling operation on smooth, compacted backfill eight inches (8") below finished grade surface.

Marker tape shall be polyethylene film, six inches (6") wide, four (4) mils thick, color red, marked with black lettering, which is an integral part of the plastic, with the following words repeated continuously along the tape, "CAUTION" and "BURIED ELECTRICAL LINE BELOW."

Payment shall be the contract unit price as shown on the Bidder's Proposal, and shall include full compensation for furnishing all labor, tools, material and equipment, and doing all the work necessary for furnishing and installing a complete conduit system, including foundation, conduits, pull box, utility trench crossing, including but not limited to mobilization, demobilization, disposal of material, traffic and pedestrian control, street patch.

Full compensation for all additional materials and labor not shown on the plans or specified, which are necessary to complete the installation of new 3" conduit, shall be considered as included in the unit price bid and no additional compensation will be allowed therefore.

10-1.26 ADJUST SURVEY MONUMENT (BID ITEM #3)

The Contractor shall not disturb or destroy any permanent survey points and/or monuments without the written consent of the City of Alameda. Any permanent survey points and/or monuments disturbed or destroyed as a direct or indirect result of construction activity shall be replaced to the satisfaction of the Engineer by a licensed surveyor at the Contractor's expense.

Frames and covers of existing survey monument cover shall be set flush with the adjacent surface. Ring risers will be permitted on survey monument prior to resurfacing.

Payment shall be at the contract unit price per survey monument such payment shall include full compensation for furnishing all labor, tools, mobilization, equipment and materials and doing all work involved in adjusting the rim elevation to the grade as specified above.

11. SECTION 11. (INTENTIONALLY LEFT BLANK)

12. SECTION 12. WORK ZONE SAFETY AND MOBILITY WORK ZONE SAFETY AND MOBILITY WORK ZONE SAFETY AND MOBILITY

See Section 7-1.07, Public Convenience and Safety, Section 12 Temporary Traffic Control.

The Contractor shall abide by the California Manual of Uniform Traffic Control Devices (CA-MUTCD).

13. SECTION 13. (INTENTIONALLY LEFT BLANK)

14. SECTION 14. FEDERAL REQUIREMENTS FOR FEDERAL-AID CONSTRUCTION PROJECTS.

I. General
II. Nondiscrimination
III. No segregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subletting or Assigning the Contract
VII. Safety: Accident Prevention
VIII. False Statements Concerning Highway Projects
IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
X. Compliance with Government wide Suspension and Debarment Requirements
XI. Certification Regarding Use of Contract Funds for Lobbying

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 design-build 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.

3. 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-job training."

FHWA-1273 -- Revised May 1, 2012

2. EEO Officer: The contractor will designate and make known to the contracting officers and EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting and 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.

c. 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).

c. 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.

8. 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):

a. 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:

(1) The number and work hours of minority and non-minority 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 Form FHWA-1391. 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.

FHWA-1273 -- Revised May 1, 2012

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.

FHWA-1273 -- Revised May 1, 2012

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

FHWA-1273 -- Revised May 1, 2012

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.

5. 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.

FHWA-1273 -- Revised May 1, 2012

8. 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.

2. 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.

5. 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 falsification, 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:

1. 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.

2. 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.

FHWA-1273 -- Revised May 1, 2012

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 fact 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 (https://www.epls.gov/), 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.

* * *

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:

(1) 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.

FHWA-1273 -- Revised May 1, 2012

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 (https://www.epls.gov/), 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 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.

* * * * *

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

1. 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.

2. 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.

* * * * *

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 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.

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 information of participant is not required to exceed that which is $100,000 and that all such recipients shall certify and disclose accordingly.

FHWA-1273 -- Revised May 1, 2012

FEMALE AND MINORITY GOALS

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

The nationwide goal for female utilization is 6.9 percent.

The goals for minority utilization [45 Fed Reg 65984 (10/3/1980)] are as follows:

Minority Utilization Goals

	Economic Area	Goal(Percent)
174	Redding CA: Non-SMSA (Standard Metropolitan Statistical Area) Counties: CA Lassen; CA Modoc; CA Plumas; CA Shasta; CA Siskiyou; CA Tehama	6.8
175	Eureka, CA Non-SMSA Counties: CA Del Norte; CA Humboldt; CA Trinity	6.6
176	San Francisco-Oakland-San Jose, CA: SMSA Counties: 7120 Salinas-Seaside-Monterey, CA CA Monterey 7360 San Francisco-Oakland CA Alameda; CA Contra Costa; CA Marin; CA San Francisco; CA San Mateo 7400 San Jose, CA CA Santa Clara, CA 7485 Santa Cruz, CA CA Santa Cruz 7500 Santa Rosa CA Sonoma 8720 Vallejo-Fairfield-Napa, CA CA Napa; CA Solano Non-SMSA Counties: CA Lake; CA Mendocino; CA San Benito	 28.9 25.6 19.6 14.9 9.1 17.1 23.2
177	Sacramento, CA: SMSA Counties: 6920 Sacramento, CA CA Placer; CA Sacramento; CA Yolo Non-SMSA Counties CA Butte; CA Colusa; CA El Dorado; CA Glenn; CA Nevada; CA Sierra; CA Sutter; CA Yuba	16.1 14.3

i.

178	Stockton-Modesto, CA: SMSA Counties: 5170 Modesto, CA CA Stanislaus 8120 Stockton, CA CA San Joaquin Non-SMSA Counties CA Alpine; CA Amador; CA Calaveras; CA Mariposa; CA Merced; CA Toulumne	 12.3 24.3 19.8
179	Fresno-Bakersfield, CA SMSA Counties: 0680 Bakersfield, CA CA Kern 2840 Fresno, CA CA Fresno Non-SMSA Counties: CA Kings; CA Madera; CA Tulare	 19.1 26.1 23.6
180	Los Angeles, CA: SMSA Counties: 0360 Anaheim-Santa Ana-Garden Grove, CA CA Orange 4480 Los Angeles-Long Beach, CA CA Los Angeles 6000 Oxnard-Simi Valley-Ventura, CA CA Ventura 6780 Riverside-San Bernardino-Ontario, CA CA Riverside; CA San Bernardino 7480 Santa Barbara-Santa Maria-Lompoc, CA CA Santa Barbara Non-SMSA Counties CA Inyo; CA Mono; CA San Luis Obispo	 11.9 28.3 21.5 19.0 19.7 24.6
181	San Diego, CA: SMSA Counties 7320 San Diego, CA CA San Diego Non-SMSA Counties CA Imperial	 16.9 18.2

For the last full week July during which work is performed under the contract, you 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.

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:

(1) 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) Nondiscrimination: 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) Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: 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) Information and Reports: 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) Sanctions for Noncompliance: 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) Incorporation of Provisions: 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.

USE OF UNITED STATES-FLAG VESSELS (CARGO PREFERENCE ACT)

The CONTRACTOR agrees-

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 carries, 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 State 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 (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

FEDERAL TRAINEE PROGRAM SPECIAL PROVISIONS (to be used when applicable)

Training

This section applies if a number of trainees or apprentices is specified in the special provisions.

As part of your equal opportunity affirmative action program, provide on-the-job training to develop full journeymen in the types of trades or job classifications involved.

You have primary responsibility for meeting this training requirement.

If you subcontract a contract part, determine how many trainees or apprentices are to be trained by the subcontractor.

Include these training requirements in your subcontract.

Where feasible, 25 percent of apprentices or trainees in each occupation must be in their 1st year of apprenticeship or training.

Distribute the number of apprentices or trainees among the work classifications on the basis of your needs and the availability of journeymen in the various classifications within a reasonable recruitment area.

Before starting work, submit to the City of Alameda:

1. Number of apprentices or trainees to be trained for each classification
2. Training program to be used
3. Training starting date for each classification

Obtain the City of Alameda's approval for this submitted information before you start work. The City of Alameda credits you for each apprentice or trainee you employ on the work who is currently enrolled or becomes enrolled in an approved program.

The primary objective of this section is to train and upgrade minorities and women toward journeymen status. Make every effort to enroll minority and women apprentices or trainees, such as conducting systematic and direct recruitment through public and private sources likely to yield minority and women apprentices or trainees, to the extent they are available within a reasonable recruitment area. Show that you have made the efforts. In making these efforts, do not discriminate against any applicant for training.

Do not employ as an apprentice or trainee an employee:

1. In any classification in which the employee has successfully completed a training course leading to journeyman status or in which the employee has been employed as a journeyman
2. Who is not registered in a program approved by the US Department of Labor, Bureau of Apprenticeship and Training.

Ask the employee if the employee has successfully completed a training course leading to journeyman status or has been employed as a journeyman. Your records must show the employee's answers to the questions.

In your training program, establish the minimum length and training type for each classification. The City/County of Alameda and FHWA approves a program if one of the following is met:

1. It is calculated to:
   - Meet the your equal employment opportunity responsibilities
   - Qualify the average apprentice or trainee for journeyman status in the classification involved by the end of the training period
2. It is registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training and it is administered in a way consistent with the equal employment responsibilities of federal-aid highway construction contracts

Obtain the State's approval for your training program before you start work involving the classification covered by the program.

Provide training in the construction crafts, not in clerk-typist or secretarial-type positions. Training is allowed in lower level management positions such as office engineers, estimators, and timekeepers if the training is oriented toward construction applications. Training is allowed in the laborer classification if significant and meaningful training is provided and approved by the division office. Off-site training is allowed if the training is an integral part of an approved training program and does not make up a significant part of the overall training.

The City/County of Alameda reimburses you 80 cents per hour of training given an employee on this contract under an approved training program:

1. For on-site training
2. For off-site training if the apprentice or trainee is currently employed on a federal-aid project and you do at least one of the following:
   - 2.1. Contribute to the cost of the training
   - 2.2. Provide the instruction to the apprentice or trainee
   - 2.3. Pay the apprentice's or trainee's wages during the off-site training period
3. If you comply this section.

Each apprentice or trainee must:

1. Begin training on the project as soon as feasible after the start of work involving the apprentice's or trainee's skill
2. Remain on the project as long as training opportunities exist in the apprentice's or trainee's work classification or until the apprentice or trainee has completed the training program

Furnish the apprentice or trainee:

1. Copy of the program you will comply with in providing the training.

Exhibit 'A'

PREVAILING WAGES

Federal Wage Rates (dated 2/22/2019)

State Wage Rates (dated 8/22/2028)

FEDERAL WAGE RATES

For the latest Davis Bacon Rates for the State of California, go to: https://www.wdol.gov/dba.aspx

Select search "by State". Select California. Look in the Alameda County Table. Choose the number with the highest value in the "Highway" column. This links to the latest General Decision Number for highway construction.

The latest General Decision, published not less than 10 days before bid opening, shall be used for this contract.

As of the publishing date of these specifications, the most current General Decision is dated February 22, 2019 and is attached.

Notification will be sent to alert plan holders of any revisions posted on this website, up to 10 days before the bid opening date. Notification will be sent to all persons on the City's contractor data base, builders' exchanges, plus any contractor who attended the mandatory prebid meeting. Notification will also be posted on the City's website https://www.alamedaca.gov/BUSINESS/Bid-on-City-Contracts for this project.

All bidders are strongly urged to check this website nine (9) days or less before bid opening.

FEDERAL WAGE RATES
(DAVIS BACON)

General Decision Number: CA190018 02/22/2019 CA18

Superseded General Decision Number: CA20180029

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 $10.60 for calendar year 2019 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 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 $10.60 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2019. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate,if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/04/2019
1	02/01/2019
2	02/15/2019
3	02/22/2019

ASBE0016-004 05/01/2018

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.....$ 28.20 9.45
Area 2.....$ 35.03 9.45

ASBE0016-008 08/01/2018

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

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

	Rates	Fringes
Asbestos Workers/Insulator (Includes the application of all insulating materials, Protective Coverings, Coatings, and Finishes to all types of mechanical systems)		
Area 1	$ 68.11	23.28
Area 2	$ 51.71	23.28

BOIL0549-001 10/01/2016

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

AREA 2: REMAINING COUNTIES

	Rates	Fringes
BOILERMAKER		
Area 1	$ 43.28	37.91
Area 2	$ 39.68	35.71

BRCA0003-001 08/01/2017

	Rates	Fringes
MARBLE FINISHER	$ 32.60	15.31

BRCA0003-003 08/01/2017

	Rates	Fringes
MARBLE MASON	$ 44.60	26.83

BRCA0003-005 05/01/2017

	Rates	Fringes
BRICKLAYER		
(1) Fresno, Kings,		

Madera, Mariposa, Merced	$ 38.45	21.22
(7) San Francisco, San Mateo	$ 42.34	25.83
(8) Alameda, Contra Costa, San Benito, Santa Clara	$ 44.16	21.71
(9) Calaveras, San Joaquin, Stanislaus, Toulumne	$ 39.66	20.76
(16) Monterey, Santa Cruz	$ 39.51	23.49

BRCA0003-008 09/01/2017

	Rates	Fringes
TERRAZZO FINISHER	$ 35.14	16.87
TERRAZZO WORKER/SETTER	$ 44.11	26.36

BRCA0003-011 04/01/2018

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	$ 28.56	15.87
Area 2	$ 25.60	14.30
Area 3	$ 25.88	15.17
Tile Layer		
Area 1	$ 47.77	18.29
Area 2	$ 42.67	16.81
Area 3	$ 38.15	17.70

CARP0022-001 07/01/2018

San Francisco County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 48.40	29.32
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 48.55	29.32
Journeyman Carpenter	$ 48.40	29.32
Millwright	$ 48.50	30.91

CARP0034-001 07/01/2018

	Rates	Fringes
Diver		
Assistant Tender, ROV Tender/Technician	$ 47.65	32.52
Diver standby	$ 52.61	32.52
Diver Tender	$ 51.82	32.52

Diver wet	$ 97.17	32.52
Manifold Operator (mixed gas)	$ 56.82	32.52
Manifold Operator (Standby)	$ 51.82	32.52

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.

CARP0034-003 07/01/2017

	Rates	Fringes
Piledriver	$ 46.65	31.91

CARP0035-007 07/01/2017

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

AREA 2: Monterey, San Benito, Santa Cruz Counties

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

	Rates	Fringes
Modular Furniture Installer		
Area 1		
Installer I	$ 25.61	20.42
Installer II	$ 22.18	20.42
Lead Installer	$ 29.06	20.92
Master Installer	$ 33.28	20.92
Area 2		
Installer I	$ 22.96	20.42
Installer II	$ 20.01	20.42
Lead Installer	$ 25.93	20.92
Master Installer	$ 29.56	20.92
Area 3		
Installer I	$ 22.01	20.42

Installer II	$ 19.24	20.42
Lead Installer	$ 24.81	20.92
Master Installer	$ 31.83	20.92

CARP0035-008 08/01/2018

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	$ 48.40	29.76
Area 2	$ 42.52	29.76
Area 3	$ 41.02	29.15
Area 4	$ 41.67	29.76
Drywall Stocker/Scrapper		
Area 1	$ 24.20	17.29
Area 2	$ 21.26	17.29
Area 3	$ 20.51	16.88
Area 4	$ 20.84	17.29

CARP0152-001 07/01/2018

Contra Costa County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 48.40	29.32
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 48.55	29.32
Journeyman Carpenter	$ 48.40	29.32
Millwright	$ 48.50	30.91

CARP0152-002 07/01/2018

San Joaquin County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 48.40	29.32
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 42.67	29.32
Journeyman Carpenter	$ 42.52	29.32
Millwright	$ 45.02	30.91

CARP0152-004 07/01/2018

Calaveras, Mariposa, Merced, Stanislaus and Tuolumne Counties

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 48.40	29.32
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 41.32	29.32
Journeyman Carpenter	$ 41.17	29.32
Millwright	$ 43.67	30.91

CARP0217-001 07/01/2018

San Mateo County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 48.40	29.32
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 48.55	29.32
Journeyman Carpenter	$ 48.40	29.32
Millwright	$ 48.50	30.91

CARP0405-001 07/01/2018

Santa Clara County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 48.40	29.32
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 48.55	29.32
Journeyman Carpenter	$ 48.40	29.32
Millwright	$ 48.50	30.91

CARP0405-002 07/01/2018

San Benito County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 48.40	29.32
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 42.58	29.32
Journeyman Carpenter	$ 42.52	29.32

Millwright	$ 45.02	30.91

CARP0505-001 07/01/2018

Santa Cruz County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 48.40	29.32
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 42.67	29.32
Journeyman Carpenter	$ 42.52	29.32
Millwright	$ 45.02	30.91

CARP0605-001 07/01/2018

Monterey County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 48.40	29.32
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 42.67	29.32
Journeyman Carpenter	$ 42.52	29.32
Millwright	$ 45.02	30.91

CARP0701-001 07/01/2018

Fresno and Madera Counties

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 48.40	29.32
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 41.32	29.32
Journeyman Carpenter	$ 41.17	29.32
Millwright	$ 43.67	30.91

CARP0713-001 07/01/2018

Alameda County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 48.40	29.32
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold &		

Steel Shoring Erector, Saw		
Filer	$ 48.55	29.32
Journeyman Carpenter	$ 48.40	29.32
Millwright	$ 48.50	30.91

CARP1109-001 07/01/2018

Kings County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 48.40	29.32
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 41.32	29.32
Journeyman Carpenter	$ 41.17	29.32
Millwright	$ 43.67	30.91

ELEC0006-004 12/01/2018

SAN FRANCISCO COUNTY

	Rates	Fringes
Sound & Communications		
Installer	$ 40.52	3%+19.05
Technician	$ 46.60	3%+19.05

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.

ELEC0006-007 06/01/2018

SAN FRANCISCO COUNTY

	Rates	Fringes
ELECTRICIAN	$ 71.00	3%+31.215

ELEC0100-002 09/01/2018

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
ELECTRICIAN	$ 38.25	22.55

ELEC0100-005 12/01/2018

FRESNO, KINGS, MADERA

	Rates	Fringes
Communications System		
Installer	$ 33.59	19.55
Technician	$ 38.63	19.71

SCOPE OF WORK

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

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

B. FIRE ALARM SYSTEMS Installation, wire pulling and testing

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

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

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

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

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

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* ELEC0234-001 12/24/2018

MONTEREY, SAN BENITO AND SANTA CRUZ COUNTIES

	Rates	Fringes
ELECTRICIAN		
Zone A	$ 46.15	25.48
Zone B	$ 54.23	25.73

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

ELEC0234-003 12/01/2018

MONTEREY, SAN BENITO, AND SANTA CRUZ COUNTIES

	Rates	Fringes
Sound & Communications		
Installer	$ 40.02	19.75
Technician	$ 46.02	19.75

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.

ELEC0302-001 01/01/2018

CONTRA COSTA COUNTY

	Rates	Fringes
CABLE SPLICER	$ 56.17	26.59

ELECTRICIAN.....$ 49.76 26.59

ELEC0302-003 12/01/2018

CONTRA COSTA COUNTY

	Rates	Fringes
Sound & Communications		
Installer	$ 38.42	19.70
Technician	$ 44.18	19.88

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.

ELEC0332-001 06/01/2018

SANTA CLARA COUNTY

	Rates	Fringes
CABLE SPLICER	$ 75.35	35.491
ELECTRICIAN	$ 65.52	35.196

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.

ELEC0332-003 12/01/2018

SANTA CLARA COUNTY

	Rates	Fringes
Sound & Communications		
Installer	$ 40.02	19.75
Technician	$ 46.02	19.93

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.

ELEC0595-001 06/01/2018

ALAMEDA COUNTY

	Rates	Fringes
CABLE SPLICER	$ 61.03	3%+35.72
ELECTRICIAN	$ 54.25	3%+35.72

ELEC0595-002 06/01/2018

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
CABLE SPLICER	$ 42.55	7.45%+24.58
ELECTRICIAN		
(1) Tunnel work	$ 38.85	7.45%+24.58
(2) All other work	$ 37.00	7.45%+24.58

ELEC0595-006 12/01/2018

ALAMEDA COUNTY

	Rates	Fringes
Sound & Communications		
Installer	$ 40.02	3%+18.96
Technician	$ 46.02	3%+18.96

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.

ELEC0595-008 12/01/2018

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
Communications System		
Installer	$ 33.59	3%+18.86
Technician	$ 38.63	3%+18.86

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.

ELEC0617-001 06/01/2018

SAN MATEO COUNTY

	Rates	Fringes
ELECTRICIAN	$ 61.00	34.62

ELEC0617-003 12/01/2018

SAN MATEO COUNTY

	Rates	Fringes
Sound & Communications		
Installer	$ 40.02	19.93
Technician	$ 46.02	19.93

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.

ELEC0684-001 12/01/2018

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES

	Rates	Fringes
ELECTRICIAN	$ 38.29	3%+22.29

CABLE SPLICER = 110% of Journeyman Electrician

ELEC0684-004 12/01/2018

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES

	Rates	Fringes
Communications System		
Installer	$ 33.59	19.56
Technician	$ 38.63	19.71

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.

ELEC1245-001 01/01/2019

	Rates	Fringes

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LINE CONSTRUCTION
     (1) Lineman; Cable splicer..$ 56.79            17.41
     (2) Equipment specialist
     (operates crawler
     tractors, commercial motor
     vehicles, backhoes,
     trenchers, cranes (50 tons
     and below), overhead &
     underground distribution
     line   equipment)...........$ 45.36            16.24
     (3) Groundman...............$ 34.68            15.86
     (4) Powderman...............$ 49.55          3%+17.65

  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 01/01/2019

                                  Rates          Fringes

ELEVATOR MECHANIC...............$ 67.56       34.125+a+b

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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 ENGI0003-001 06/26/2017

"AREA 1" WAGE RATES ARE LISTED BELOW

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

SEE AREA DEFINITIONS BELOW


                                  Rates          Fringes

OPERATOR:  Power Equipment
(AREA 1:)
     GROUP 1.....................$ 44.67            30.39
     GROUP 2.....................$ 43.14            30.39
     GROUP 3.....................$ 41.66            30.39
     GROUP 4.....................$ 40.28            30.39
     GROUP 5.....................$ 39.01            30.39
     GROUP 6.....................$ 37.69            30.39
     GROUP 7.....................$ 36.55            30.39
     GROUP 8.....................$ 35.41            30.39
     GROUP 8-A...................$ 33.20            30.39
OPERATOR:  Power Equipment
(Cranes and Attachments -
AREA 1:)
     GROUP 1
      Cranes.....................$ 46.30            30.39
      Oiler......................$ 36.63            30.39
      Truck crane oiler..........$ 39.20            30.39
     GROUP 2
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Cranes.....$ 43.79 30.39
Oiler.....$ 36.36 30.39
Truck crane oiler.....$ 38.98 30.39
GROUP 3
Cranes.....$ 42.05 30.39
Hydraulic.....$ 38.32 30.39
Oiler.....$ 36.14 30.39
Truck Crane Oiler.....$ 38.71 30.39
GROUP 4
Cranes.....$ 39.01 30.39
OPERATOR: Power Equipment
(Piledriving - AREA 1:)
GROUP 1
Lifting devices.....$ 45.89 30.39
Oiler.....$ 36.63 30.39
Truck crane oiler.....$ 39.20 30.39
GROUP 2
Lifting devices.....$ 44.07 30.39
Oiler.....$ 36.36 30.39
Truck Crane Oiler.....$ 38.98 30.39
GROUP 3
Lifting devices.....$ 42.39 30.39
Oiler.....$ 36.14 30.39
Truck Crane Oiler.....$ 38.71 30.39
GROUP 4
Lifting devices.....$ 40.62 30.39
GROUP 5
Lifting devices.....$ 39.32 30.39
GROUP 6
Lifting devices.....$ 37.98 30.39
OPERATOR: Power Equipment
(Steel Erection - AREA 1:)
GROUP 1
Cranes.....$ 46.30 30.39
Oiler.....$ 36.63 30.39
Truck Crane Oiler.....$ 39.20 30.39
GROUP 2
Cranes.....$ 43.79 30.39
Oiler.....$ 36.36 30.39
Truck Crane Oiler.....$ 38.98 30.39
GROUP 3
Cranes.....$ 42.05 30.39
Hydraulic.....$ 38.32 30.39
Oiler.....$ 36.14 30.39
Truck Crane Oiler.....$ 38.71 30.39
GROUP 4
Cranes.....$ 39.01 30.39
GROUP 5
Cranes.....$ 35.13 30.39
OPERATOR: Power Equipment
(Tunnel and Underground Work
- AREA 1:)
SHAFTS, STOPES, RAISES:
GROUP 1.....$ 40.77 30.39
GROUP 1-A.....$ 43.24 30.39
GROUP 2.....$ 39.51 30.39
GROUP 3.....$ 38.18 30.39
GROUP 4.....$ 37.04 30.39
GROUP 5.....$ 35.90 30.39
UNDERGROUND:
GROUP 1.....$ 40.67 30.39
GROUP 1-A.....$ 43.14 30.39
GROUP 2.....$ 39.41 30.39
GROUP 3.....$ 38.08 30.39
GROUP 4.....$ 36,94 30.39

GROUP 5.....$ 35.80 30.39

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;

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

STEEL ERECTORS

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

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

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

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

GROUP 5: Boom cat

TUNNEL AND UNDERGROUND WORK

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

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

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

GROUP 3: Drill doctor; Mine or shaft hoist

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

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

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AREA DESCRIPTIONS:

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

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

AREA 2 -NOTED BELOW

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

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

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

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

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

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

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

ENGI0003-008 07/01/2017

	Rates	Fringes
Dredging: (DREDGING: CLAMSHELL & DIPPER DREDGING; HYDRAULIC SUCTION DREDGING:)		
AREA 1:		
(1) Leverman	$ 44.77	31.25
(2) Dredge Dozer; Heavy duty repairman	$ 39.81	31.25
(3) Booster Pump Operator; Deck Engineer; Deck mate; Dredge Tender; Winch Operator	$ 38.69	31.25
(4) Bargeman; Deckhand; Fireman; Leveehand; Oiler	$ 35.39	31.25
AREA 2:		
(1) Leverman	$ 46.77	31.25
(2) Dredge Dozer; Heavy duty repairman	$ 41.81	31.25
(3) Booster Pump Operator; Deck Engineer; Deck mate; Dredge Tender; Winch Operator	$ 40.69	31.25
(4) Bargeman; Deckhand; Fireman; Leveehand; Oiler	$ 37.39	31.25

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

ENGI0003-019 07/26/2017

SEE AREA DESCRIPTIONS BELOW

	Rates	Fringes
OPERATOR: Power Equipment (LANDSCAPE WORK ONLY)		
GROUP 1		
AREA 1	$ 34.05	28.73
AREA 2	$ 36.05	28.73
GROUP 2		
AREA 1	$ 30.45	28.73
AREA 2	$ 32.45	28.73
GROUP 3		
AREA 1	$ 25.84	28.73
AREA 2	$ 27.84	28.73

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

IRON0377-002 01/01/2019

	Rates	Fringes
Ironworkers:		
Fence Erector	$ 32.58	23.41
Ornamental, Reinforcing and Structural	$ 39.00	32.05

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

LABO0067-002 12/01/2018

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

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

TUOLUMNE COUNTIES

	Rates	Fringes
Asbestos Removal Laborer		
All Counties	$ 24.00	11.13
LABORER (Lead Removal)		
Area A	$ 31.81	22.71
Area B	$ 30.81	22.71

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.

LABO0073-002 06/25/2018

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person	$ 29.54	23.65
Traffic Control Person I	$ 29.84	23.65
Traffic Control Person II	$ 27.34	23.65

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.

LABO0073-003 07/01/2018

SAN JOAQUIN COUNTY

	Rates	Fringes
LABORER		
Mason Tender-Brick	$ 31.20	22.20

LABO0073-005 06/25/2018

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1	$ 37.82	24.11
GROUP 2	$ 37.59	24.11
GROUP 3	$ 37.34	24.11
GROUP 4	$ 36.89	24.11
GROUP 5	$ 36.35	24.11
Shotcrete Specialist	$ 38.34	24.11

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

LABO0073-007 06/25/2018

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS)		
Construction Specialist Group	$ 30.49	23.20
GROUP 1	$ 29.79	23.20
GROUP 1-a	$ 30.01	23.20
GROUP 1-c	$ 29.84	23.20
GROUP 1-e	$ 30.34	23.20
GROUP 1-f	$ 30.37	23.20
GROUP 2	$ 29.64	23.20
GROUP 3	$ 29.54	23.20
GROUP 4	$ 23.23	23.20
See groups 1-b and 1-d under laborer classifications.		
LABORER (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS)		
(1) New Construction	$ 29.54	23.20
(2) Establishment Warranty Period	$ 23.23	23.20
LABORER (GUNITE)		
GROUP 1	$ 29.75	22.31
GROUP 2	$ 29.25	22.31
GROUP 3	$ 28.66	22.31
GROUP 4	$ 28.54	22.31
LABORER (WRECKING)		
GROUP 1	$ 29.79	23.20
GROUP 2	$ 29.64	23.20

FOOTNOTES:

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

LABORER CLASSIFICATIONS

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

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

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

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

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

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

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

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

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

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

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

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

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

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

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

LABO0073-009 07/01/2018

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
LABORER (Plaster Tender)	$ 32.02	23.00

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

LABO0261-003 06/25/2018

SAN FRANCISCO AND SAN MATEO COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person	$ 20.54	23.65
Traffic Control Person I	$ 30.84	23.65
Traffic Control Person II	$ 28.34	23.65

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

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

LABO0261-005 06/25/2018

SAN FRANCISCO AND SAN MATEO COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1	$ 37.82	24.11
GROUP 2	$ 37.59	24.11
GROUP 3	$ 37.34	24.11
GROUP 4	$ 36.89	24.11
GROUP 5	$ 36.35	24.11
Shotcrete Specialist	$ 38.34	24.11

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

LABO0261-009 06/25/2018

SAN FRANCISCO, AND SAN MATEO COUNTIES

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA A:)		
Construction Specialist Group	$ 31.49	23.20
GROUP 1	$ 30.79	23.20
GROUP 1-a	$ 31.01	23.20
GROUP 1-c	$ 30.84	23.20
GROUP 1-e	$ 31.34	23.20
GROUP 1-f	$ 31.37	23.20
GROUP 2	$ 30.64	23.20
GROUP 3	$ 30.54	23.20
GROUP 4	$ 24.23	23.20
See groups 1-b and 1-d under laborer classifications.		
LABORER (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA A:)		
(1) New Construction	$ 30.54	23.20
(2) Establishment Warranty Period	$ 24.23	23.20
LABORER (WRECKING - AREA A:)		
GROUP 1	$ 30.79	23.20
GROUP 2	$ 30.64	23.20
Laborers: (GUNITE - AREA A:)		
GROUP 1	$ 30.75	22.31
GROUP 2	$ 30.25	22.31
GROUP 3	$ 29.66	22.31
GROUP 4	$ 29.54	22.31

FOOTNOTES:

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

below.

LABORER CLASSIFICATIONS

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

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

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

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

rates.

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

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

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

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

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

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

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

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

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

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

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

LABO0261-011 05/01/2018

SAN FRANCISCO AND SAN MATEO COUNTIES:

	Rates	Fringes
MASON TENDER, BRICK	$ 35.37	20.70

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.

LABO0261-014 07/01/2017

SAN FRANCISCO AND SAN MATEO COUNTIES:

	Rates	Fringes
PLASTER TENDER	$ 34.70	23.11

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

LABO0270-003 06/25/2018

AREA A: SANTA CLARA

AREA B: MONTEREY, SAN BENITO AND SANTA CRUZ COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person		
Area A	$ 30.54	23.65
Area B	$ 29.54	23.65
Traffic Control Person I		
Area A	$ 30.84	23.65
Area B	$ 29.84	23.65
Traffic Control Person II		
Area A	$ 28.34	23.65

Area B.....$ 27.34 23.65

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.

LABO0270-004 06/25/2018

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

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1	$ 37.82	24.11
GROUP 2	$ 37.59	24.11
GROUP 3	$ 37.34	24.11
GROUP 4	$ 36.89	24.11
GROUP 5	$ 36.35	24.11
Shotcrete Specialist	$ 38.34	24.11

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

LABO0270-005 07/01/2018

MONTEREY AND SAN BENITO COUNTIES

	Rates	Fringes
LABORER		
Mason Tender-Brick	$ 31.20	22.20

LABO0270-007 06/25/2018

MONTEREY, SAN BENITO, AND SANTA CRUZ, COUNTIES

	Rates	Fringes

LABORER (CONSTRUCTION CRAFT
LABORERS - AREA B)

Construction Specialist Group	$ 30.40	23.20
GROUP 1	$ 29.79	23.20
GROUP 1-a	$ 30.01	23.20
GROUP 1-c	$ 29.84	23.20
GROUP 1-e	$ 30.34	23.20
GROUP 1-f	$ 30.37	23.20
GROUP 2	$ 29.64	23.20
GROUP 3	$ 29.54	23.20
GROUP 4	$ 23.23	23.20

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

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

(1) New Construction	$ 29.54	23.20
(2) Establishment Warranty Period	$ 23.23	23.20

LABORER (GUNITE - AREA B)

GROUP 1	$ 29.75	22.31
GROUP 2	$ 29.25	22.31
GROUP 3	$ 28.66	22.31
GROUP 4	$ 28.54	22.31

LABORER (WRECKING - AREA B)

GROUP 1	$ 29.79	23.20
GROUP 2	$ 29.64	23.20

FOOTNOTES:

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

LABORER CLASSIFICATIONS

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

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite,

epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

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

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

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

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

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

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

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

High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

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

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

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

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

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

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

LABO0270-010 06/25/2018

SANTA CLARA COUNTY

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA A:)		
Construction Specialist		

Group	$ 31.49	23.20
GROUP 1	$ 30.79	23.20
GROUP 1-a	$ 31.01	23.20
GROUP 1-c	$ 30.84	23.20
GROUP 1-e	$ 31.34	23.20
GROUP 1-f	$ 30.37	23.20
GROUP 2	$ 30.64	23.20
GROUP 3	$ 30.54	23.20
GROUP 4	$ 24.23	23.20

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

LABORER (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA A:)		
(1) New Construction	$ 30.54	23.20
(2) Establishment Warranty Period	$ 24.23	23.20
LABORER (GUNITE - AREA A:)		
GROUP 1	$ 30.75	22.31
GROUP 2	$ 30.25	22.31
GROUP 3	$ 29.66	22.31
GROUP 4	$ 29.54	22.31
LABORER (WRECKING - AREA A:)		
GROUP 1	$ 30.79	23.20
GROUP 2	$ 30.64	23.20

FOOTNOTES:

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

LABORER CLASSIFICATIONS

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

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

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

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

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

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

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

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

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

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush

shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

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

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

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

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

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

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

LABO0270-011 07/01/2017

MONTEREY, SAN BENITO, SANTA CRUZ, SANTA CLARA COUNTIES

	Rates	Fringes
LABORER (Plaster Tender).....	$ 34.70	21.22

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

LABO0294-001 07/01/2018

FRESNO, KINGS AND MADERA COUNTIES

	Rates	Fringes
LABORER (Brick)		
Mason Tender-Brick	$ 31.20	22.20

LABO0294-002 06/25/2018

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person	$ 29.54	23.65
Traffic Control Person I	$ 29.84	23.65
Traffic Control Person II	$ 27.34	23.65

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.

LABO0294-005 06/25/2018

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1	$ 37.82	24.11
GROUP 2	$ 37.59	24.11
GROUP 3	$ 37.34	24.11
GROUP 4	$ 36.89	24.11
GROUP 5	$ 36.35	24.11
Shotcrete Specialist	$ 38.34	24.11

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

LABO0294-008 06/25/2018

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA B:)		
Construction Specialist Group	$ 30.49	23.20
GROUP 1	$ 29.79	23.20
GROUP 1-a	$ 30.01	23.20
GROUP 1-c	$ 29.84	23.20
GROUP 1-e	$ 30.34	23.20
GROUP 1-f	$ 30.37	23.20
GROUP 2	$ 29.64	23.20
GROUP 3	$ 29.54	23.20
GROUP 4	$ 23.23	23.20
See groups 1-b and 1-d under laborer classifications.		
LABORER (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA B:)		
(1) New Construction	$ 29.54	23.20
(2) Establishment Warranty Period	$ 23.23	23.20
LABORER (GUNITE - AREA B:)		
GROUP 1	$ 29.75	22.31
GROUP 2	$ 29.25	22.31
GROUP 3	$ 28.66	22.31
GROUP 4	$ 28.54	22.31
LABORER (WRECKING - AREA B:)		
GROUP 1	$ 29.79	23.20
GROUP 2	$ 29.64	23.20

FOOTNOTES:

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

LABORER CLASSIFICATIONS

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

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or

over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

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

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

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

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

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

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

or shot crete

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

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

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

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

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

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

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

LAB00294-010 07/01/2018

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

	Rates	Fringes
Plasterer tender	$ 32.02	23.00

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

LABO0294-011 07/01/2017

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
LABORER (Plaster Tender)	$ 31.02	22.52

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

LABO0304-002 06/25/2018

ALAMEDA COUNTY

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person	$ 30.54	23.65
Traffic Control Person I	$ 30.84	23.65
Traffic Control Person II	$ 28.34	23.65

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.

LABO0304-003 06/26/2017

ALAMEDA COUNTY

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1	$ 36.60	24.83
GROUP 2	$ 36.37	24.83
GROUP 3	$ 36.12	24.83
GROUP 4	$ 35.67	24.83
GROUP 5	$ 35.13	24.83
Shotcrete Specialist	$ 37.12	24.83

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

LABO0304-004 06/25/2018

ALAMEDA COUNTY

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT		
LABORERS - AREA A:)		
Construction Specialist		
Group.....$	31.49	23.20
GROUP 1.....$	30.79	23.20
GROUP 1-a.....$	31.01	23.20
GROUP 1-c.....$	30.84	23.20
GROUP 1-e.....$	31.34	23.20
GROUP 1-f.....$	30.37	23.20
GROUP 2.....$	30.64	23.20
GROUP 3.....$	30.54	23.20
GROUP 4.....$	24.23	23.20
See groups 1-b and 1-d under laborer classifications.		
LABORER (GARDENERS,		
HORTICULTURAL & LANDSCAPE		
LABORERS - AREA A:)		
(1) New Construction.....$	30.54	23.20
(2) Establishment Warranty		
Period.....$	24.23	23.20
LABORER (GUNITE - AREA A:)		
GROUP 1.....$	30.75	22.31
GROUP 2.....$	30.25	22.31
GROUP 3.....$	29.66	22.31
GROUP 4.....$	29.54	22.31
LABORER (WRECKING - AREA A:)		
GROUP 1.....$	30.79	23.20
GROUP 2.....$	30.64	23.20

FOOTNOTES:

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

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer;

Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

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

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

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

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

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive $ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to

apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

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

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

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

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

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

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

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

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

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

LABO0304-005 05/01/2018

ALAMEDA COUNTY

	Rates	Fringes
Brick Tender	$ 35.37	20.70

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.

LABO0304-008 07/01/2017

ALAMEDA AND CONTRA COSTA COUNTIES:

	Rates	Fringes
Plasterer tender	$ 34.70	23.11

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

LABO0324-002 06/25/2018

CONTRA COSTA COUNTY

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person	$ 30.54	23.65
Traffic Control Person I	$ 30.84	23.65
Traffic Control Person II	$ 28.34	23.65

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

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

LABO0324-006 06/25/2018

CONTRA COSTA COUNTY

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1	$ 37.82	24.11
GROUP 2	$ 37.59	24.11
GROUP 3	$ 37.34	24.11

GROUP 4	$ 36.89	24.11
GROUP 5	$ 36.35	24.11
Shotcrete Specialist	$ 38.34	24.11

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

LABO0324-012 06/25/2018

CONTRA COSTA COUNTY

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA A:)		
Construction Specialist Group	$ 31.49	23.20
GROUP 1	$ 30.79	23.20
GROUP 1-a	$ 31.01	23.20
GROUP 1-c	$ 30.84	23.20
GROUP 1-e	$ 31.34	23.20
GROUP 1-f	$ 30.37	23.20
GROUP 1-g	$ 30.99	23.20
GROUP 2	$ 30.64	23.20
GROUP 3	$ 30.54	23.20
GROUP 4	$ 24.23	23.20
See groups 1-b and 1-d under laborer classifications.		
LABORER (GARDENERS, HORTICULURAL & LANDSCAPE LABORERS - AREA A:)		
(1) New Construction	$ 30.54	23.20
(2) Establishment Warranty Period	$ 24.23	23.20
LABORER (GUNITE - AREA A:)		
GROUP 1	$ 30.75	22.31
GROUP 2	$ 30.25	22.31
GROUP 3	$ 29.66	22.31
GROUP 4	$ 29.54	22.31
LABORER (WRECKING - AREA A:)		
GROUP 1	$ 30.79	23.20
GROUP 2	$ 30.64	23.20

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

LABORER CLASSIFICATIONS

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

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

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

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

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

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

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

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LABO0324-014 05/01/2018

CONTRA COSTA COUNTY:

	Rates	Fringes
Brick Tender	$ 35.37	20.70

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.

LABO0324-018 07/01/2018

ALAMEDA AND CONTRA COSTA COUNTIES:

	Rates	Fringes
Plasterer tender	$ 37.14	22.32

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

LABO1130-002 06/25/2018

MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person	$ 29.54	23.65
Traffic Control Person I	$ 29.84	23.65
Traffic Control Person II	$ 27.34	23.65

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 06/26/2017

MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1	$ 36.60	24.83
GROUP 2	$ 36.37	24.83
GROUP 3	$ 36.12	24.83
GROUP 4	$ 35.67	24.83
GROUP 5	$ 35.13	24.83
Shotcrete Specialist	$ 37.12	24.83

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 07/01/2018

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES

	Rates	Fringes
LABORER		
Mason Tender-Brick	$ 31.20	22.20

LAB01130-007 06/25/2018

MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE , COUNTIES

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA B:)		
Construction Specialist Group	$ 30.49	23.20
GROUP 1	$ 29.79	23.20
GROUP 1-a	$ 30.01	23.20
GROUP 1-c	$ 29.84	23.20
GROUP 1-e	$ 30.34	23.20
GROUP 1-f	$ 29.37	23.20
GROUP 2	$ 29.64	23.20
GROUP 3	$ 29.54	23.20
GROUP 4	$ 23.23	23.20
See groups 1-b and 1-d under laborer classifications.		
LABORER (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA B:)		
(1) New Construction	$ 29.54	23.20
(2) Establishment Warranty Period	$ 23.23	23.20
LABORER (GUNITE - AREA B:)		
GROUP 1	$ 29.75	22.31
GROUP 2	$ 29.25	22.31
GROUP 3	$ 28.66	22.31
GROUP 4	$ 28.54	22.31
LABORER (WRECKING - AREA B:)		
GROUP 1	$ 29.79	23.20
GROUP 2	$ 29.64	23.20

FOOTNOTES:

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

LABORER CLASSIFICATIONS

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

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete

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

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

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

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

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

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

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

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

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

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

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

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

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

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

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

LABO1130-008 07/01/2018

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

	Rates	Fringes
Plasterer tender	$ 32.02	23.00

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

LABO1130-009 07/01/2018

MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE COUNTIES

	Rates	Fringes
LABORER (Plaster Tender)	$ 32.02	23.00

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

PAIN0016-001 01/01/2018

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

	Rates	Fringes
Painters:	$ 40.62	23.83

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 houir additional

PAIN0016-003 01/01/2018

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	$ 45.16	26.74
AREA 2	$ 41.03	25.34

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* PAIN0016-012 01/01/2019

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

	Rates	Fringes
SOFT FLOOR LAYER	$ 48.60	27.43

PAIN0016-015 01/01/2018

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

	Rates	Fringes
PAINTER		
Brush	$ 32.91	19.26

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.

PAIN0016-022 01/01/2018

SAN FRANCISCO COUNTY

	Rates	Fringes
PAINTER	$ 44.24	23.83

PAIN0169-001 01/01/2018

FRESNO, KINGS, MADERA, MARIPOSA AND MERCED COUNTIES:

	Rates	Fringes
GLAZIER	$ 35.00	26.26

PAIN0169-005 07/01/2018

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

	Rates	Fringes
GLAZIER	$ 49.13	28.09

PAIN0294-004 01/01/2018

FRESNO, KINGS AND MADERA COUNTIES

	Rates	Fringes
PAINTER		
Brush, Roller	$ 29.78	18.11
Drywall Finisher/Taper	$ 34.87	23.68

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.

PAIN0294-005 01/01/2018

FRESNO, KINGS & MADERA

	Rates	Fringes
SOFT FLOOR LAYER	$ 31.49	20.48

PAIN0767-001 07/01/2018

CALAVERAS, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
GLAZIER	$ 37.57	38.30

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.

PAIN1176-001 01/01/2017

HIGHWAY IMPR0VEMENT

	Rates	Fringes
Parking Lot Striping/Highway Marking:		
GROUP 1	$ 34.41	16.31
GROUP 2	$ 29.25	16.31
GROUP 3	$ 29.59	16.31

CLASSIFICATIONS

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

GROUP 2: Gamecourt & Playground Installer

GROUP 3: Protective Coating, Pavement Sealing

PAIN1237-003 10/01/2018

CALAVERAS; SAN JOAQUIN COUNTIES; STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
SOFT FLOOR LAYER	$ 36.81	21.51

PLAS0066-002 07/01/2017

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

	Rates	Fringes
PLASTERER	$ 40.51	27.13

PLAS0300-001 07/01/2018

	Rates	Fringes
PLASTERER		
AREA 188: Fresno	$ 32.70	31.68
AREA 224: San Benito, Santa Clara, Santa Cruz	$ 32.88	31.68
AREA 295: Calaveras & San Joaquin Couonties	$ 32.70	31.68
AREA 337: Monterey County	$ 32.88	31.68
AREA 429: Mariposa, Merced, Stanislaus, Tuolumne Counties	$ 32.70	31.68

PLAS0300-005 07/01/2017

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER	$ 33.49	23.67

PLUM0038-001 07/01/2018

SAN FRANCISCO COUNTY

	Rates	Fringes
PLUMBER (Plumber, Steamfitter, Refrigeration Fitter)	$ 72.00	41.94

PLUM0038-005 07/01/2018

SAN FRANCISCO COUNTY

	Rates	Fringes
Landscape/Irrigation Fitter (Underground/Utility Fitter)	$ 61.20	30.17

PLUM0062-001 01/01/2019

MONTEREY AND SANTA CRUZ COUNTIES

	Rates	Fringes
PLUMBER & STEAMFITTER	$ 43.05	33.44

PLUM0159-001 07/01/2018

CONTRA COSTA COUNTY

	Rates	Fringes
Plumber and steamfitter		
(1) Refrigeration	$ 59.42	35.94
(2) All other work	$ 55.92	34.44

PLUM0246-001 01/01/2019

FRESNO, KINGS & MADERA COUNTIES

	Rates	Fringes
PLUMBER & STEAMFITTER	$ 40.15	32.64

PLUM0246-004 01/01/2017

FRESNO, MERCED & SAN JOAQUIN COUNIES

	Rates	Fringes
PLUMBER (PIPE TRADESMAN)	$ 13.00	10.74

PIPE TRADESMAN SCOPE OF WORK:
Installation of corrugated metal piping for drainage, as well as installation of corrugated metal piping for culverts in connection with storm sewers and drains; Grouting, dry packing and diapering of joints, holes or chases including paving over joints, in piping; Temporary piping for dirt work for building site preparation; Operating jack hammers, pavement breakers, chipping guns, concrete saws and spades to cut holes, chases and channels for piping systems; Digging, grading, backfilling and ground preparation for all types of pipe to all points of the jobsite; Ground preparation including ground leveling, layout and planting of shrubbery, trees and ground cover, including watering, mowing, edging, pruning and fertilizing, the breaking of concrete, digging, backfilling and tamping for the preparation and completion of all work in connection with lawn sprinkler and landscaping; Loading, unloading and distributing materials at jobsite; Putting away materials in storage bins in jobsite secure storage area; Demolition of piping and fixtures for remodeling and additions; Setting up and tearing down work benches, ladders and job shacks; Clean-up and sweeping of jobsite; Pipe wrapping and waterproofing where tar or similar material is applied for protection of buried piping; Flagman

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* PLUM0342-001 07/01/2018

ALAMEDA & CONTRA COSTA COUNTIES

	Rates	Fringes
PIPEFITTER		
CONTRA COSTA COUNTY	$ 58.68	42.40
PLUMBER, PIPEFITTER, STEAMFITTER		
ALAMEDA COUNTY	$ 58.68	42.40

PLUM0355-004 07/01/2018

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.....$ 27.10 16.30

PLUM0393-001 07/01/2018

SAN BENITO AND SANTA CLARA COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER.....	$ 62.66	41.93

PLUM0442-001 01/01/2019

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

	Rates	Fringes
PLUMBER & STEAMFITTER.....	$ 42.25	30.64

PLUM0467-001 07/01/2018

SAN MATEO COUNTY

	Rates	Fringes
Plumber/Pipefitter/Steamfitter...	$ 65.11	35.25

ROOF0027-002 01/01/2019

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
ROOFER.....	$ 28.21	14.21

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

ROOF0040-002 09/21/2018

SAN FRANCISCO & SAN MATEO COUNTIES:

	Rates	Fringes
ROOFER.....	$ 39.88	18.72

ROOF0081-001 08/01/2018

ALAMEDA AND CONTRA COSTA COUNTIES:

	Rates	Fringes
Roofer.....	$ 39.40	17.58

ROOF0081-004 08/01/2018

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

	Rates	Fringes
ROOFER	$ 39.40	17.58

ROOF0095-002 08/30/2018

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

	Rates	Fringes
ROOFER		
Journeyman	$ 42.59	18.89
Kettle person (2 kettles); Bitumastic, Enameler, Coal Tar, Pitch and Mastic worker	$ 44.59	18.89

SFCA0483-001 07/01/2018

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

	Rates	Fringes
SPRINKLER FITTER (FIRE)	$ 63.87	30.62

SFCA0669-011 04/01/2018

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

	Rates	Fringes
SPRINKLER FITTER	$ 38.85	21.87

SHEE0104-001 07/02/2018

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	$ 51.87	37.91
All Other Work	$ 59.11	38.51
AREA 2	$ 48.90	32.70
AREA 3	$ 51.21	30.26

SHEE0104-003 07/01/2018

CALAVERAS AND SAN JOAQUIN COUNTIES:

	Rates	Fringes
SHEET METAL WORKER	$ 40.34	32.80

SHEE0104-005 07/01/2018

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
SHEET METAL WORKER (Excluding metal deck and siding)	$ 38.40	35.69

SHEE0104-007 07/01/2018

FRESNO, KINGS, AND MADERA COUNTIES:

	Rates	Fringes
SHEET METAL WORKER	$ 38.49	35.65

SHEE0104-015 07/01/2017

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)	$ 37.53	32.10

SHEE0104-018 07/01/2018

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

	Rates	Fringes
Sheet metal worker (Metal decking and siding only)	$ 39.93	32.70

TEAM0094-001 07/01/2018

	Rates	Fringes
Truck drivers:		
GROUP 1	$ 31.68	27.86
GROUP 2	$ 31.98	27.86
GROUP 3	$ 32.28	27.86
GROUP 4	$ 32.63	27.86
GROUP 5	$ 32.98	27.86

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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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including

preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

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)).

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.

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

STATE OF CALIFORNIA
PREVAILING WAGE RATES

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: # CEMENT MASON

DETERMINATION: NC-23-203-1-2018-1
ISSUE DATE: August 22, 2018
EXPIRATION DATE OF DETERMINATION: June 30, 2019* 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.

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 Rate	Health and Welfare	Pension	Vacation and Holiday	Training	Other	Hours[b]	Total Hourly Rate	Daily 1 1/2X	Saturday[c] 1 1/2X	Sunday and Holiday
Cement Mason	$35.05	8.45	11.00	5.79[a]	0.57	0.10	8	60.96	78.485	78.485[d]	96.01
Mastic Magnesite Gypsum, Epoxy, Polyester, Resin and all composition masons, swing or slip form scaffolds	$36.05	8.45	11.00	5.79[a]	0.57	0.10	8	61.96	79.985	79.985[d]	98.01

# Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet @ http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at http://www.dir.ca.gov/das/das.html.

[a] Includes an amount for supplemental dues.
[b] Where multiple shifts are worked, the day shift shall work eight (8) hours and for such work they shall be paid the regular straight time rate for eight (8) hours; the second (2nd) shift shall work seven and one-half (7 ½) hours, and for such work they shall be paid the regular straight time rate for eight (8) hours; if a third (3rd) shift is worked, they shall work seven (7) hours and for such work they shall be paid eight (8) hours regular straight time pay. No multiple shift shall be started for less than five (5) consecutive days.
[c] Saturdays in the same work week may be worked at straight time if a job is shut down during the normal work week due to inclement weather or major mechanical breakdown (limited to curb and gutter machine, concrete pump, and concrete plant).
[d] Rate applies to the first 8 hours of work on Saturday. All other hours worked on Saturday are paid at the Sunday/Holiday rate.

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/DPreWageDetermination.htm. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

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

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: # CEMENT MASON (SPECIAL SINGLE SHIFT)

DETERMINATION: NC-23-203-1A-2018-1
ISSUE DATE: August 22, 2018
EXPIRATION DATE OF DETERMINATION: June 30, 2019* 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.

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 Rate	Health and Welfare	Pension	Vacation and Holiday	Training	Other	Hours	Total Hourly Rate	Daily 1 1/2X	Saturday[b] 1 1/2X	Sunday and Holiday
Cement Mason	$38.05	8.45	11.00	5.79[a]	0.57	0.10	8	63.96	82.985	82.985[c]	102.01
Mastic Magnesite Gypsum, Epoxy, Polyester, Resin and all composition masons, swing or slip form scaffolds	$39.05	8.45	11.00	5.79[a]	0.57	0.10	8	64.96	84.485	84.485[c]	104.01

# Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet @ http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at http://www.dir.ca.gov/das/das.html.

[a] Includes an amount for supplemental dues.

[b] Saturdays in the same work week may be worked at straight time if a job is shut down during the normal work week due to inclement weather or major mechanical breakdown (limited to curb and gutter machine, concrete pump, and concrete plant).

[c] Rate applies to the first 8 hours of work on Saturday. All other hours worked on Saturday are paid at the Sunday/Holiday rate.

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/DPreWageDetermination.htm. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

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

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: #LABORER AND RELATED CLASSIFICATIONS

DETERMINATION: NC-23-102-1-2019-1
ISSUE DATE: February 22, 2019
EXPIRATION DATE OF DETERMINATION: June 30, 2019** 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.

		Employer Payments					Straight-Time		Overtime Hourly Rate		
Classification[a] (Journeyperson)	Basic Hourly Rate[g]	Health and Welfare	Pension	Vacation and Holiday	Training	Other Payments	Hours[f]	Total Hourly Rate	Daily 1 1/2X	Saturday[b] 1 1/2X	Sunday/ Holiday 2X
AREA 1[c]											
Construction Specialist	31.49	8.25	12.20	2.75	0.45	0.30	8	55.44	71.19	71.19	86.93
Group 1; Group 1(B)[e]	30.79	8.25	12.20	2.75	0.45	0.30	8	54.74	70.14	70.14	85.53
Group 1 (A)	31.01	8.25	12.20	2.75	0.45	0.30	8	54.96	70.47	70.47	85.97
Group 1 (C)	30.84	8.25	12.20	2.75	0.45	0.30	8	54.79	70.21	70.21	85.63
Group 1 (E)	31.34	8.25	12.20	2.75	0.45	0.30	8	55.29	70.96	70.96	86.63
Group 1 (G)	30.99	8.25	12.20	2.75	0.45	0.30	8	54.94	70.44	70.44	85.93
Group 2	30.64	8.25	12.20	2.75	0.45	0.30	8	54.59	69.91	69.91	85.23
Group 3; Group 3(A)	30.54	8.25	12.20	2.75	0.45	0.30	8	54.49	69.76	69.76	85.03
Group 4; Group 6(B)	24.23	8.25	12.20	2.75	0.45	0.30	8	48.18	60.30[d]	60.30[d]	72.41[d]
Group 6	31.75	8.25	12.20	2.75	0.45	0.30	8	55.70	71.58	71.58	87.45
Group 6 (A)	31.25	8.25	12.20	2.75	0.45	0.30	8	55.20	70.83	70.83	86.45
Group 6 (C)	30.66	8.25	12.20	2.75	0.45	0.30	8	54.61	69.94	69.94	85.27
Group 6 (D)	31.37	8.25	12.20	2.75	0.45	0.30	8	55.32	71.01	71.01	86.69
Group 6 (E)	30.39	8.25	12.20	2.75	0.45	0.30	8	54.34	69.54	69.54	84.73
Group 7 – Stage 1 (1st 6 months)	21.38	8.25	12.20	2.75	0.45	0.30	8	45.33	56.02	56.02	66.71
Stage 2 (2nd 6 months)	24.43	8.25	12.20	2.75	0.45	0.30	8	48.38	60.60	60.60	72.81
Stage 3 (3rd 6 months)	27.49	8.25	12.20	2.75	0.45	0.30	8	51.44	65.18	65.18	78.92
AREA 2[c]											
Construction Specialist	30.49	8.25	12.20	2.75	0.45	0.30	8	54.44	69.69	69.69	84.93
Group 1; Group 1(B)[e]	29.79	8.25	12.20	2.75	0.45	0.30	8	53.74	68.64	68.64	83.53
Group 1 (A)	30.01	8.25	12.20	2.75	0.45	0.30	8	53.96	68.97	68.97	83.97
Group 1 (C)	29.84	8.25	12.20	2.75	0.45	0.30	8	53.79	68.71	68.71	83.63
Group 1 (E)	30.34	8.25	12.20	2.75	0.45	0.30	8	54.29	69.46	69.46	84.63
Group 2	29.64	8.25	12.20	2.75	0.45	0.30	8	53.59	68.41	68.41	83.23
Group 3; Group 3(A)	29.54	8.25	12.20	2.75	0.45	0.30	8	53.49	68.26	68.26	83.03
Group 4; Group 6(B)	23.23	8.25	12.20	2.75	0.45	0.30	8	47.18	58.80[d]	58.80[d]	70.41[d]
Group 6	30.75	8.25	12.20	2.75	0.45	0.30	8	54.70	70.08	70.08	85.45
Group 6 (A)	30.25	8.25	12.20	2.75	0.45	0.30	8	54.20	69.33	69.33	84.45
Group 6 (C)	29.66	8.25	12.20	2.75	0.45	0.30	8	53.61	68.44	68.44	83.27
Group 6 (D)	30.37	8.25	12.20	2.75	0.45	0.30	8	54.32	69.51	69.51	84.69
Group 6 (E)	29.39	8.25	12.20	2.75	0.45	0.30	8	53.34	68.04	68.04	82.73
Group 7 – Stage 1 (1st 6 months)	20.68	8.25	12.20	2.75	0.45	0.30	8	44.63	54.97	54.97	65.31
Stage 2 (2nd 6 months)	23.63	8.25	12.20	2.75	0.45	0.30	8	47.58	59.40	59.40	71.21
Stage 3 (3rd 6 months)	26.59	8.25	12.20	2.75	0.45	0.30	8	50.54	63.83	63.83	77.12

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 $0.50 PER HOUR ABOVE THEIR APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO LABORERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH IN GROUP 1(A).

b 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.

c **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 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.

g 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 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/DPREWAGEDETERMINATION.HTM. HOLIDAY PROVISIONS FOR CURRENT OR SUPERSEDED DETERMINATIONS MAY BE OBTAINED BY CONTACTING THE OFFICE OF THE DIRECTOR – RESEARCH UNIT AT (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: IN ACCORDANCE WITH LABOR CODE SECTIONS 1773.1 AND 1773.9, CONTRACTORS SHALL MAKE TRAVEL AND/OR SUBSISTENCE PAYMENTS TO EACH WORKER TO EXECUTE THE WORK. YOU MAY OBTAIN THE TRAVEL AND/OR SUBSISTENCE PROVISIONS FOR THE CURRENT DETERMINATIONS ON THE INTERNET AT HTTP://WWW.DIR.CA.GOV/OPRL/DPREWAGEDETERMINATION.HTM. TRAVEL AND/OR SUBSISTENCE REQUIREMENTS FOR CURRENT OR SUPERSEDED DETERMINATIONS MAY BE OBTAINED BY CONTACTING THE OFFICE OF THE DIRECTOR – RESEARCH UNIT AT (415) 703-4774.

DETERMINATION: NC-23-102-1-2019-1 and NC-23-102-1-2019-1A

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

GROUP 1 (FOR CONTRA COSTA COUNTY ONLY, USE GROUP 1 (G) FOR SOME OF THE FOLLOWING CLASSIFICATIONS)
ASPHALT SPREADER BOXES (ALL TYPES)
BARKO, WACKER AND SIMILAR TYPE TAMPERS
BUGGYMOBILE
CAULKERS, BANDERS, PIPEWRAPPERS, CONDUIT LAYERS, PLASTIC PIPE LAYERS
CERTIFIED ASBESTOS AND MOLD REMOVAL WORKER
CERTIFIED HAZARDOUS WASTE WORKER (INCLUDING LEAD ABATEMENT)
COMPACTORS OF ALL TYPES
CONCRETE AND MAGNESITE MIXER AND ½ YARD
CONCRETE PAN WORK
CONCRETE SANDERS, CONCRETE SAW
CRIBBERS AND/OR SHORING
CUT GRANITE CURB SETTER
DRI PAK-IT MACHINE
FALLER, LOGLOADER AND BUCKER
FORM RAISERS, SLIP FORMS
GREEN CUTTERS
HEADERBOARD MEN, HUBSETTERS, ALIGNERS BY ANY METHOD
HIGH PRESSURE BLOW PIPE (1-1/2" OR OVER, 100 LBS. PRESSURE/OVER)
HYDRO SEEDER AND SIMILAR TYPE
JACKHAMMER OPERATORS
JACKING OF PIPE OVER 12 INCHES
JACKSON AND SIMILAR TYPE COMPACTORS
KETTLEMEN, POTMEN, AND MEN APPLYING ASPHALT, LAY-KOLD, CREOSOTE, LIME, CAUSTIC AND SIMILAR TYPE MATERIALS (APPLYING MEANS APPLYING DIPPING, OR HANDLING OF SUCH MATERIALS)
LAGGING, SHEETING, WHALING, BRACING, TRENCH-JACKING, LAGGING HAMMER
MAGNESITE, EPOXY RESIN, FIBER GLASS AND MASTIC WORKERS (WET/DRY)
NO JOINT PIPE AND STRIPPING OF SAME, INCLUDING REPAIR OF VOIDS
PAVEMENT BREAKERS AND SPADERS, INCLUDING TOOL GRINDER
PERMA CURBS
PRECAST-MANHOLE SETTERS
PIPELAYERS (INCLUDING GRADE CHECKING IN CONNECTION WITH PIPELAYING)
PRESSURE PIPE TESTER
POST HOLE DIGGERS-AIR, GAS, AND ELECTRIC POWER BROOM SWEEPERS
POWER TAMPERS OF ALL TYPES, EXCEPT AS SHOWN IN GROUP 2
RAM SET GUN AND STUD GUN
RIPRAP-STONEPAVER AND ROCK-SLINGER, INCLUDING PLACING OF SACKED CONCRETE AND/OR SAND (WET OR DRY) AND GABIONS AND SIMILAR TYPE
ROTARY SCARIFIER OR MULTIPLE HEAD CONCRETE CHIPPING SCARIFIER
ROTO AND DITCH WITCH
ROTOTILLER
SAND BLASTERS, POTMEN, GUNMEN, AND NOZZLEMEN
SIGNALING AND RIGGING
SKILLED WRECKER (REMOVING AND SALVAGING OF SASH, WINDOWS, DOORS, PLUMBING AND ELECTRIC FIXTURES)
TANK CLEANERS
TREE CLIMBERS
TRENCHLESS TECHNOLOGY LABORER- PIPE INSTALLATION, BURSTING, RELINING, OR SIMILAR
TRENCHLESS LABORER'S WORK, CAMERA CONTROLLER
TURBO BLASTER
VIBRA-SCREED-BULL FLOAT IN CONNECTION WITH LABORER'S WORK
VIBRATORS

GROUP 1 (A)
ALL WORK OF LOADING, PLACING AND BLASTING OF ALL POWDER & EXPLOSIVES OF WHATEVER TYPE, REGARDLESS OF METHOD USED FOR LOADING AND PLACING
JOY DRILL MODEL TWM-2A
GARDENER-DENVER MODEL DH 143 AND SIMILAR TYPE DRILLS
TRACK DRILLERS
JACK LEG DRILLERS
WAGON DRILLERS
MECHANICAL DRILLERS-ALL TYPES REGARDLESS OF TYPE OR METHOD OF POWER
BLASTERS AND POWDERMAN
TREE TOPPER
BIT GRINDER

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

GROUP 1 (C)
BURNING AND WELDING IN CONNECTION WITH LABORER'S WORK
SYNTHETIC THERMOPLASTICS AND SIMILAR TYPE WELDING

GROUP 1 (D)
SEE FOOTNOTE A ON PAGE 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

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 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

GROUP 6 (B) – SEE GROUP 4 RATES
GUNITE TRAINEE (ONE GUNITE LABORER SHALL BE ALLOWED FOR EACH THREE (3) JOURNEYMAN (GROUP 6, 6A, 6C, OR GENERAL LABORER) ON A CREW. IN THE ABSENCE OF THE JOURNEYMAN, THE GUNITE TRAINEE RECEIVES THE JOURNEYMAN SCALE.).
NOTE: THIS RATIO APPLIES ONLY TO WORK ON THE SAME JOB SITE.

GROUP 6 (C)
REBOUNDMAN

GROUP 6 (D)
ALIGNER OF WIRE WINDING MACHINE IN CONNECTION WITH GUNITING OR SHOT CRETE

GROUP 6 (E)
ALIGNER HELPER OF WIRE WINDING MACHINE IN CONNECTION WITH GUNITING OR SHOT CRETE

GROUP 7
ENTRY LEVEL LANDSCAPE LABORER (RATIO FOR ENTRY LEVEL IS ONE IN THREE. AT LEAST ONE SECOND PERIOD ENTRY LEVEL AND AT LEAST ONE THIRD PERIOD ENTRY LEVEL MUST BE EMPLOYED BEFORE EMPLOYING ANOTHER FIRST PERIOD TRAINEE).
NOTE: THIS RATIO APPLIES ONLY TO WORK ON THE SAME JOB SITE.

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-23-102-1-2019-1A
ISSUE DATE: February 22, 2019
EXPIRATION DATE OF DETERMINATION: June 30, 2019** 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.

		Employer Payments					Straight-Time		Overtime Hourly Rate		
Classification[a] (Journeyperson)	Basic Hourly Rate[f]	Health and Welfare	Pension	Vacation and Holiday	Training	Other Payments	Hours	Total Hourly Rate	Daily 1 1/2X	Saturday[b] 1 1/2X	Sunday/ Holiday 2X
AREA 1[c]											
Construction Specialist	34.49	8.25	12.20	2.75	0.45	0.30	8	58.44	75.69	75.69	92.93
Group 1; Group 1(B)[e]	33.79	8.25	12.20	2.75	0.45	0.30	8	57.74	74.64	74.64	91.53
Group 1 (A)	34.01	8.25	12.20	2.75	0.45	0.30	8	57.96	74.97	74.97	91.97
Group 1 (C)	33.84	8.25	12.20	2.75	0.45	0.30	8	57.79	74.71	74.71	91.63
Group 1 (E)	34.34	8.25	12.20	2.75	0.45	0.30	8	58.29	75.46	75.46	92.63
Group 1 (G)	33.99	8.25	12.20	2.75	0.45	0.30	8	57.94	74.94	74.94	91.93
Group 2	33.64	8.25	12.20	2.75	0.45	0.30	8	57.59	74.41	74.41	91.23
Group 3; Group 3(A)	33.54	8.25	12.20	2.75	0.45	0.30	8	57.49	74.26	74.26	91.03
Group 4; Group 6(B)	27.23	8.25	12.20	2.75	0.45	0.30	8	51.18	64.80[d]	64.80[d]	78.41[d]
Group 6	34.75	8.25	12.20	2.75	0.45	0.30	8	58.70	76.08	76.08	93.45
Group 6 (A)	34.25	8.25	12.20	2.75	0.45	0.30	8	58.20	75.33	75.33	92.45
Group 6 (C)	33.66	8.25	12.20	2.75	0.45	0.30	8	57.61	74.44	74.44	91.27
Group 6 (D)	34.37	8.25	12.20	2.75	0.45	0.30	8	58.32	75.51	75.51	92.69
Group 6 (E)	33.39	8.25	12.20	2.75	0.45	0.30	8	57.34	74.04	74.04	90.73
Group 7 – Stage 1 (1st 6 months)	24.38	8.25	12.20	2.75	0.45	0.30	8	48.33	60.52	60.52	72.71
Stage 2 (2nd 6 months)	27.43	8.25	12.20	2.75	0.45	0.30	8	51.38	65.10	65.10	78.81
Stage 3 (3rd 6 months)	30.49	8.25	12.20	2.75	0.45	0.30	8	54.44	69.68	69.68	84.92
AREA 2[c]											
Construction Specialist	33.49	8.25	12.20	2.75	0.45	0.30	8	57.44	74.19	74.19	90.93
Group 1; Group 1(B)[e]	32.79	8.25	12.20	2.75	0.45	0.30	8	56.74	73.14	73.14	89.53
Group 1 (A)	33.01	8.25	12.20	2.75	0.45	0.30	8	56.96	73.47	73.47	89.97
Group 1 (C)	32.84	8.25	12.20	2.75	0.45	0.30	8	56.79	73.21	73.21	89.63
Group 1 (E)	33.34	8.25	12.20	2.75	0.45	0.30	8	57.29	73.96	73.96	90.63
Group 2	32.64	8.25	12.20	2.75	0.45	0.30	8	56.59	72.91	72.91	89.23
Group 3; Group 3(A)	32.54	8.25	12.20	2.75	0.45	0.30	8	56.49	72.76	72.76	89.03
Group 4; Group 6(B)	26.23	8.25	12.20	2.75	0.45	0.30	8	50.18	63.30[d]	63.30[d]	76.41[d]
Group 6	33.75	8.25	12.20	2.75	0.45	0.30	8	57.70	74.58	74.58	91.45
Group 6 (A)	33.25	8.25	12.20	2.75	0.45	0.30	8	57.20	73.83	73.83	90.45
Group 6 (C)	32.66	8.25	12.20	2.75	0.45	0.30	8	56.61	72.94	72.94	89.27
Group 6 (D)	33.37	8.25	12.20	2.75	0.45	0.30	8	57.32	74.01	74.01	90.69
Group 6 (E)	32.39	8.25	12.20	2.75	0.45	0.30	8	56.34	72.54	72.54	88.73
Group 7 – Stage 1 (1st 6 months)	23.68	8.25	12.20	2.75	0.45	0.30	8	47.63	59.47	59.47	71.31
Stage 2 (2nd 6 months)	26.63	8.25	12.20	2.75	0.45	0.30	8	50.58	63.90	63.90	77.21
Stage 3 (3rd 6 months)	29.59	8.25	12.20	2.75	0.45	0.30	8	53.54	68.33	68.33	83.12

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 $0.50 PER HOUR ABOVE THEIR APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO LABORERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH IN GROUP 1(A).

b 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.

c **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 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/DPREWAGEDETERMINATION.HTM. HOLIDAY PROVISIONS FOR CURRENT OR SUPERSEDED DETERMINATIONS MAY BE OBTAINED BY CONTACTING THE OFFICE OF THE DIRECTOR – RESEARCH UNIT AT (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: IN ACCORDANCE WITH LABOR CODE SECTIONS 1773.1 AND 1773.9, CONTRACTORS SHALL MAKE TRAVEL AND/OR SUBSISTENCE PAYMENTS TO EACH WORKER TO EXECUTE THE WORK. YOU MAY OBTAIN THE TRAVEL AND/OR SUBSISTENCE PROVISIONS FOR THE CURRENT DETERMINATIONS ON THE INTERNET AT HTTP://WWW.DIR.CA.GOV/OPRL/DPREWAGEDETERMINATION.HTM. TRAVEL AND/OR SUBSISTENCE REQUIREMENTS FOR CURRENT OR SUPERSEDED DETERMINATIONS MAY BE OBTAINED BY CONTACTING THE OFFICE OF THE DIRECTOR – RESEARCH UNIT AT (415) 703-4774.

STATE OF CALIFORNIA Gavin Newsom, *Governor*

DEPARTMENT OF INDUSTRIAL RELATIONS
Office of the Director – Research Unit
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

MAILING ADDRESS:
P. O. Box 420603
San Francisco, CA 94142-0603

PREDETERMINED INCREASES FOR

LABORER AND RELATED CLASSIFICATIONS
(Determination NC-23-102-1-2019-1)

LABORER AND RELATED CLASSIFICATIONS (Special Single and Second Shift)
(Determination NC-23-102-1-2019-1A)

IN ALAMEDA, ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, CONTRA COSTA, DEL NORTE, EL DORADO, FRESNO, GLENN, HUMBOLDT, KINGS, LAKE, LASSEN, MADERA, MARIN, MARIPOSA, MENDOCINO, MERCED, MODOC, MONTEREY, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA, STANISLAUS, SUTTER, TEHAMA, TRINITY, TULARE, TUOLUMNE, YOLO AND YUBA COUNTIES

These predetermined increases apply to the above referenced determinations for work being performed on public works projects with bid advertisement dates on or after **March 4, 2019** until this determination is superseded by a new determination or a predetermined increase modification notice becomes effective.

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

LABORERS: All Classifications, and All Shifts

Determinations NC-23-102-1-2019-1 and NC-23-102-1-2019-1A are currently in effect and expire on June 30, 2019**.

Effective July 1, 2019, there will be an increase of $1.90 to be allocated to wages and/or fringes.
Effective June 29, 2020, there will be an increase of $1.95 to be allocated to wages and/or fringes.
Effective June 28, 2021, there will be an increase of $1.95 to be allocated to wages and/or fringes.
Effective June 27, 2022, there will be an increase of $2.00 to be allocated to wages and/or fringes.

There will be no further increases applicable to these determinations.

Issued 2/22/2019, Effective 3/4/2019 until superseded.

This page will updated when wage rate breakdown information becomes available.
Last Updated: March 4, 2019

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: # OPERATING ENGINEER (HEAVY AND HIGHWAY WORK)

DETERMINATION: NC-23-63-1-2018-1
ISSUE DATE: August 22, 2018
EXPIRATION DATE OF DETERMINATION: June 23, 2019** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

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

			Employer Payments						Straight-Time		Overtime Hourly Rate			
Classification (Journeyperson)	Basic Hourly Rate		Health and Welfare	Pension	Vacation and Holiday[e]	Training	Other Payments	Hours[f]	Total Hourly Rate		Daily/ Saturday[d] 1 1/2X		Sunday and Holiday 2X	
Classification Group[a]	Area 1[b]	Area 2[c]							Area 1[b]	Area 2[c]	Area 1[b]	Area 2[c]	Area 1[b]	Area 2[c]
Group 1	$46.77	$48.77	$13.88	$10.78	$4.56	$1.02	$0.79	8	$77.80	$79.80	$101.19	$104.19	$124.57	$128.57
Group 2	$45.24	$47.24	$13.88	$10.78	$4.56	$1.02	$0.79	8	$76.27	$78.27	$98.89	$101.89	$121.51	$125.51
Group 3	$43.76	$45.76	$13.88	$10.78	$4.56	$1.02	$0.79	8	$74.79	$76.79	$96.67	$99.67	$118.55	$122.55
Group 4	$42.36	$44.36	$13.88	$10.78	$4.56	$1.02	$0.79	8	$73.41	$75.41	$94.60	$97.60	$115.79	$119.79
Group 5	$41.11	$43.11	$13.88	$10.78	$4.56	$1.02	$0.79	8	$72.14	$74.14	$92.70	$95.70	$113.25	$117.25
Group 6	$39.79	$41.79	$13.88	$10.78	$4.56	$1.02	$0.79	8	$70.82	$72.82	$90.72	$93.72	$110.61	$114.61
Group 7	$38.65	$40.65	$13.88	$10.78	$4.56	$1.02	$0.79	8	$69.68	$71.68	$89.01	$92.01	$108.33	$112.33
Group 8	$37.51	$39.51	$13.88	$10.78	$4.56	$1.02	$0.79	8	$68.54	$70.54	$87.30	$90.30	$106.05	$110.05
Group 8-A	$35.30	$37.30	$13.88	$10.78	$4.56	$1.02	$0.79	8	$66.33	$68.33	$83.98	$86.98	$101.63	$105.63
ALL CRANES AND ATTACHMENTS:														
Group 1	$48.40	$50.40	$13.88	$10.78	$4.56	$1.02	$0.79	8	$79.43	$81.43	$103.63	$106.63	$127.83	$131.83
Truck Crane Assistant to Engineer	$41.43	$43.43	$13.88	$10.78	$4.56	$1.02	$0.79	8	$72.46	$74.46	$93.18	$96.18	$113.89	$117.89
Assistant to Engineer	$39.14	$41.14	$13.88	$10.78	$4.56	$1.02	$0.79	8	$70.17	$72.17	$89.74	$92.74	$109.31	$113.31
Group 1-A	$47.65	$49.65	$13.88	$10.78	$4.56	$1.02	$0.79	8	$78.68	$80.68	$102.51	$105.51	$126.33	$130.33
Truck Crane Assistant to Engineer	$40.68	$42.68	$13.88	$10.78	$4.56	$1.02	$0.79	8	$71.71	$73.71	$92.05	$95.05	$112.39	$116.39
Assistant to Engineer	$38.39	$40.39	$13.88	$10.78	$4.56	$1.02	$0.79	8	$69.42	$71.42	$88.62	$91.62	$107.81	$111.81
Group 2-A	$46.89	$47.89	$13.88	$10.78	$4.56	$1.02	$0.79	8	$76.92	$78.92	$99.87	$102.87	$122.81	$126.81
Truck Crane Assistant to Engineer	$40.42	$42.42	$13.88	$10.78	$4.56	$1.02	$0.79	8	$71.45	$73.45	$91.66	$94.66	$111.87	$115.87
Assistant to Engineer	$38.18	$40.18	$13.88	$10.78	$4.56	$1.02	$0.79	8	$69.21	$71.21	$88.30	$91.30	$107.39	$111.39
Group 3-A	$44.15	$46.15	$13.88	$10.78	$4.56	$1.02	$0.79	8	$75.18	$77.18	$97.26	$100.26	$119.33	$123.33
Truck Crane Assistant to Engineer	$40.18	$42.18	$13.88	$10.78	$4.56	$1.02	$0.79	8	$71.21	$73.21	$91.30	$94.30	$111.39	$115.39
Hydraulic	$39.79	$41.79	$13.88	$10.78	$4.56	$1.02	$0.79	8	$70.82	$72.82	$90.72	$93.72	$110.61	$114.61
Assistant to Engineer	$37.90	$39.90	$13.88	$10.78	$4.56	$1.02	$0.79	8	$68.93	$70.93	$87.88	$90.88	$106.83	$110.83
Group 4-A	$41.11	$43.11	$13.88	$10.78	$4.56	$1.02	$0.79	8	$72.14	$74.14	$92.70	$95.70	$113.25	$117.25

# 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] For classifications within each group, see pages 39B-40.

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

[c] **AREA 2** - Modoc, and portions of Alpine, Amador, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Lake, Lassen, Madera, Mariposa, Mendocino, Monterey, Nevada, Placer, Plumas, Shasta, Sierra, Siskiyou, Sonoma, Tehama, Tulare, Tuolumne and Trinity counties. (Portions of counties falling in each area detailed on page 41).

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

[e] Includes an amount for supplemental dues.

[f] 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.

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/DPreWageDetermination.htm. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

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

DETERMINATION: NC-23-63-1-2018-1

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 ¾ cu yds
Continuous Flight Tie Back Machine
Crane Mounted Continuous Flight Tie Back Machine, tonnage to apply
Crane Mounted Drill Attachments, Tonnage to apply
Dozer, Slope Board
Drill Equipment, over 100,000 lbs up to and including 200,000 lbs
Gradall
Hydraulic Excavator up to 3 1/2 cu yds
Loader 4 cu yds and over
Long Reach Excavator
Multiple Engine Scrapers (when used as push pull)
Power Shovels, up to and including 1 cu yd
Pre-Stress Wire Wrapping machine
Side Boom Cat, 572 or larger
Track Loader 4 cu yds and over
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 ¾ cu yds
Concrete Batch Plants (wet or dry)
Dozer and/or Push Cat
Drill Equipment, over 50,000 lbs up to and including 100,000 lbs
Pull-Type Elevating Loader
Gradesetter, Grade Checker (GPS, mechanical or otherwise)
Grooving and Grinding Machine
Heading Shield Operator
Heavy Duty Drilling Equipment, Hughes, LDH, Watson 3000 or similar
Heavy Duty Repairman and/or Welder
Lime Spreader
Loader under 4 cu yds
Lubrication and Service Engineer (mobile and grease rack)
Mechanical Finishers or Spreader Machine (asphalt, Barber-Greene and similar)
Miller Formless M-9000 Slope Paver or similar
Portable Crushing and Screening plants
Power Blade Support
Roller Operator, Asphalt
Rubber-Tired Scraper, Self-Loading (paddle-wheels, etc)
Rubber-Tired Earthmoving Equipment (Scrapers)
Slip Form Paver (concrete)
Small Tractor with Drag
Soil Stabilizer (P&H or equal)
Spider Plow and Spider Puller
Timber Skidder
Track Loader up to 4 yards
Tractor Drawn Scraper
Tractor, Compressor Drill Combination
Tubex Pile Rig
Unlicensed Construction Work Boat Operator, On Site
Welder
Woods-Mixer (and other similar Pugmill equipment)

GROUP 5
Cast-In Place Pipe Laying Machine
Combination Slusher and Motor Operator
Concrete Conveyor or Concrete Pump, Truck or Equipment Mounted
Concrete Conveyor, Building Site
Concrete Pump or Pumpcrete Guns
Drilling Equipment, Watson 2000, Texoma 700 or similar
Drilling and Boring Machinery, Horizontal (not to apply to 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)

GROUP 8-A
Articulated Dump Truck Operator
Elevator Operator
Mini Excavator under 25 H.P. (Backhoe-Trencher)
Skidsteer Loader, Bobcat 743 series or
Smaller and similar (without attachments)

ALL CRANES AND ATTACHMENTS:

GROUP 1
Cranes over 350 tons
Derrick over 350 tons
Self Profelled Boom Type Lifting Device over 350 tons

GROUP 1-A
Clamshells and Draglines over 7 cu yds
Cranes over 100 tons
Derrick, over 100 tons
Derrick Barge Pedestal mounted over 100 tons
Self Propelled Boom Type Lifting Device Over 100 tons

GROUP 2-A
Clamshells and Draglines over 1 cu yds up to and
including 7 cu yds
Cranes over 45 tons up to and including 100 tons
Derrick Barge 100 tons and under
Mobile Self-Erecting Tower Crane (Potain) over 3 stories
Self Propelled Boom Type Lifting Device over 45 tons
Tower Cranes

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

GROUP 4-A
Boom Truck or dual-purpose A-Frame Truck,
Non-Rotating over 15 tons.
Truck Mounted Rotating Telescopic Boom
Type Lifting Device, Manitex or similar
(Boom Truck -over 15 tons)
Truck-Mounted Rotating Telescopic Boom Type
Lifting Device, Manitex or Similar (Boom Truck),
under 15 tons

DESCRIPTION FOR AREAS 1 AND 2:

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

Commencing In the Pacific Ocean on the extension of the Southerly line of Township 19S, of the Mount Diablo Base and Meridian,
Thence Easterly along the Southerly line of Township 19S, to the Northwest corner of Township 20S, Range 6E,
Thence Southerly to the Southwest corner of Township 20S, Range 6E,
Thence Easterly to the Northwest corner of Township 21S, Range 7E Thence
Southerly to the Southwest corner of Township 21S, Range 7E
Thence Easterly to the Northwest corner of Township 22S, Range 9E,
Thence Southerly to the Southwest corner of Township 22S, Range 9E,
Thence Easterly to the Northwest corner of Township 23S, Range 10E,
Thence Southerly to the Southwest corner of Township 24S, Range 10E,
Thence Easterly to the Southwest corner of Township 24S, Range 31E,
Thence Northerly to the Northeast corner of Township 20S, Range 31E
Thence Westerly to the Southeast corner of Township 19S, Range 29E,
Thence Northerly to the Northeast corner of Township 17S, Range 29E,
Thence Westerly to the Southeast corner of Township 16S, Range 28E,
Thence Northerly to the Northeast corner of Township 13S, Range 28E,
Thence Westerly to the Southeast corner Township 12S, Range 27E,
Thence Northerly to the Northeast corner of Township 12S, Range 27E,
Thence Westerly to the Southeast corner of Township 11S, Range 26E,
Thence Northerly to the Northeast corner of Township 11S, Range 26E,
Thence Westerly to the Southeast corner of Township 10S, Range 25E,
Thence Northerly to the Northeast corner of Township 9S, Range 25E,
Thence Westerly to the Southeast corner of Township 8S, Range 24E,
Thence Northerly to the Northeast corner of Township 8S, Range 24E,
Thence Westerly to the Southeast corner of Township 7S, Range 23E,
Thence Northerly to the Northeast corner of Township 6S, Range 23E,
Thence Westerly to the Southeast corner of Township 5S, Range 20E,
Thence Northerly to the Northeast corner of Township 5S, Range 20E,
Thence Westerly to the Southeast corner of Township 4S, Range 19E,
Thence Northerly to the Northeast corner of Township 1S, Range 19E,
Thence Westerly to the Southeast corner of Township 1N, Range 18E,
Thence Northerly to the Northeast corner of Township 3N, Range 18E,
Thence Westerly to the Southeast corner of Township 4N, Range 17E,
Thence Northerly to the Northeast corner of Township 4N, Range 17E,
Thence Westerly to the Southeast corner of Township 5N, Range 15E,
Thence Northerly to the Northeast corner of Township 5N, Range 15E,
Thence Westerly to the Southeast corner of Township 6N, Range 14E,
Thence Northerly to the Northeast corner of Township 10N, Range 14E,
Thence Easterly along the Southern line of Township 11N, to the California / Nevada State Border,
Thence Northerly along the California / Nevada State Border to the Northerly line of Township 17N,
Thence Westerly to the Southeast corner of Township 18N, Range 10E,
Thence Northerly to the Northeast corner of Township 20N, Range 10E,
Thence Westerly to the Southeast corner of Township 21N, Range 9E,
Thence Northerly to the Northeast corner of Township 21N, Range 9E,
Thence Westerly to the Southeast corner of Township 22N, Range 8E,
Thence Northerly to the Northeast corner of Township 22N, Range 8E,
Thence Westerly to the Northwest corner of Township 22N, Range 8E,
Thence Northerly to the Southwest corner of Township 27N, Range 8E,
Thence Easterly to the Southeast corner of Township 27N, Range 8E,
Thence Northerly to the Northeast corner of Township 28N, Range 8E,
Thence Westerly to the Southeast corner of Township 29N, Range 6E,
Thence Northerly to the Northeast corner of Township 32N, Range 6E,
Thence Westerly to the Northwest corner of Township 32 N, Range 6E,
Thence Northerly to the Northeast corner of Township 35N, Range 5E,
Thence Westerly to the Southeast corner of Township 36N, Range 3E,
Thence Northerly to the Northeast corner of township 36N, Range 3E,
Thence Westerly to the Southeast corner of Township 37N, Range 1W,
Thence Northerly to the Northeast corner of Township 38N, Range 1W,
Thence Westerly to the Southeast corner of Township 39N, Range 2W,
Thence Northerly to the Northeast corner of Township 40N, Range 2W,
Thence Westerly to the Southeast corner of Township 41N, Range 4W,
Thence Northerly to the Northeast corner of Township 42N, Range 4W,
Thence Westerly to the Southeast corner of Township 43N, Range 5W,
Thence Northerly to the California / Oregon State Border,
Thence Westerly along the California / Oregon State Border to the Westerly Boundary of Township Range 8W,
Thence Southerly to the Southwest corner of Township 43N, Range 8W,
Thence Easterly to the Southeast corner of Township 43N, Range 8W,
Thence Southerly to the Southwest corner of Township 42N, Range 7W,
Thence Easterly to the Southeast corner of Township 42N, Range 7W,
Thence Southerly to the Southwest corner of Township 41N, Range 6W,
Thence Easterly to the Northwest corner of Township 40N, Range 5W,
Thence Southerly to the Southwest corner of Township 38N, Range 5W,
Thence Westerly to the Northwest corner of Township 37N, Range 6W,
Thence Southerly to the Southwest corner of Township 35N, Range 6W,
Thence Westerly to the Northwest corner of Township 34N, Range 10W,
Thence Southerly to the Southwest corner of Township 31N, Range 10W,
Thence Easterly to the Northwest corner of Township 30N, Range 9W,
Thence Southerly to the Southwest corner of Township 30N, Range 9W,
Thence Easterly to the Northwest corner of Township 29N, Range 8W,
Thence Southerly to the Southwest corner of Township 23N, Range 8W,
Thence Easterly to the Northwest corner of Township 22N, Range 6W,
Thence Southerly to the Southwest corner of Township 16N, Range 6W,
Thence Westerly to the Southeast corner of Township 16N, Range 9W,
Thence Northerly to the Northeast corner of Township 16N, Range 9W,
Thence Westerly to the Southeast. corner of Township 17N, Range 12W,
Thence Northerly to the Northeast corner of Township 18N, Range 12W,
Thence Westerly to the Northwest corner of Township 18N, Range 15W,
Thence Southerly to the Southwest corner of Township 14N, Range 15W,
Thence Easterly to the Northwest corner of Township 13N, Range 14W,
Thence Southerly to the Southwest corner of Township 13N, Range 14W,
Thence Easterly to the Northwest corner of Township 12N, Range 13W,
Thence Southerly to the Southwest corner of Township 12N, Range 13W,
Thence Easterly to the Northwest corner of Township 11N, Range 12W,
Thence Southerly into the Pacific Ocean
and Commencing in the Pacific Ocean on the extension of the Humboldt Base Line,
Thence Easterly to the Northwest corner of Township 1S, Range 2E,
Thence Southerly to the Southwest corner of Township 2S, Range 2E,
Thence Easterly to the Northwest corner of Township 3S, Range 3E,
Thence Southerly to the Southwest corner of Township 5S, Range 3E,
Thence Easterly to the Southeast corner of Township 5S, Range 4E,
Thence Northerly to the Northeast corner of Township 4S, Range 4E,
Thence Westerly to the Southeast corner of Township 3S, Range 3E,
Thence Northerly to the Northeast corner of Township 5N, Range 3E,
Thence Easterly to the Southeast corner of Township 6N, Range 5E,
Thence Northerly to the Northeast corner of Township 7N, Range 5E,
Thence Westerly to the Southeast corner of Township 8N, Range 3E,
Thence Northerly to the Northeast corner of Township 9N, Range 3E,
Thence Westerly to the Southeast corner of Township 10N, Range 1E,
Thence Northerly to the Northeast corner of Township 13N, Range 1E,
Thence Westerly into the Pacific Ocean,
excluding that portion of Northern California contained within the following lines:
Commencing at the Southwest corner of Township 12N, Range 11E, of the Mount Diablo Base and Meridian,
Thence Easterly to the Southeast corner of Township 12N, Range 16E,
Thence Northerly to the Northeast corner of Township 12N, Range 16E,
Thence Westerly to the Southeast corner of Township 13N, Range 15E,
Thence Northerly to the Northeast corner of Township 13N, Range 15E,
Thence Westerly to the Southeast corner of Township 14N, Range 14E,
Thence Northerly to the Northeast corner of Township 16N, Range 14E,
Thence Westerly to the Northwest corner of Township 16N, Range 12E,
Thence Southerly to the Southwest corner of Township 16N, Range 12E,
Thence Westerly to the Northwest corner of Township 15N, Range 11E,
Thence Southerly to the point of beginning at the Southwest corner of Township 12N, Range 11E,

Area 2 shall be all areas not part of Area 1 described above.

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

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

DETERMINATION: NC-23-63-1-2018-1
ISSUE DATE: August 22, 2018
EXPIRATION DATE OF DETERMINATION: June 23, 2019** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

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

			Employer Payments						Straight-Time		Overtime Hourly Rate			
Classification (Journeyperson)	Basic Hourly Rate		Health and Welfare	Pension	Vacation and Holiday[e]	Training	Other Payments	Hours	Total Hourly Rate		Daily/ Saturday[d] 1 1/2X		Sunday and Holiday 2X	
Classification Group[a]	Area 1[b]	Area 2[c]							Area 1[b]	Area 2[c]	Area 1[b]	Area 2[c]	Area 1[b]	Area 2[c]
Group 1	$51.10	$53.10	$13.88	$10.78	$4.56	$1.02	$0.79	8	$82.13	$84.13	$107.68	$110.68	$133.23	$137.23
Group 2	$49.37	$51.37	$13.88	$10.78	$4.56	$1.02	$0.79	8	$80.40	$82.40	$105.09	$108.09	$129.77	$133.77
Group 3	$47.71	$49.71	$13.88	$10.78	$4.56	$1.02	$0.79	8	$78.74	$80.74	$102.60	$105.60	$126.45	$130.45
Group 4	$46.15	$48.15	$13.88	$10.78	$4.56	$1.02	$0.79	8	$77.18	$79.18	$100.26	$103.26	$123.33	$127.33
Group 5	$44.73	$46.73	$13.88	$10.78	$4.56	$1.02	$0.79	8	$75.76	$77.76	$98.13	$101.13	$120.49	$124.49
Group 6	$43.23	$45.23	$13.88	$10.78	$4.56	$1.02	$0.79	8	$74.26	$76.26	$95.88	$98.88	$117.49	$121.49
Group 7	$41.95	$43.95	$13.88	$10.78	$4.56	$1.02	$0.79	8	$72.98	$74.98	$93.96	$96.96	$114.93	$118.93
Group 8	$40.68	$42.68	$13.88	$10.78	$4.56	$1.02	$0.79	8	$71.71	$73.71	$92.05	$95.05	$112.39	$116.39
Group 8-A	$38.17	$40.17	$13.88	$10.78	$4.56	$1.02	$0.79	8	$69.20	$71.20	$88.29	$91.29	$107.37	$111.37
ALL CRANES AND ATTACHMENTS:														
Group 1	$52.83	$54.83	$13.88	$10.78	$4.56	$1.02	$0.79	8	$83.86	$85.86	$110.28	$113.28	$136.69	$140.69
Truck Crane Assistant to Engineer	$45.00	$47.00	$13.88	$10.78	$4.56	$1.02	$0.79	8	$76.03	$78.03	$98.53	$101.53	$121.03	$125.03
Assistant to Engineer	$42.41	$44.41	$13.88	$10.78	$4.56	$1.02	$0.79	8	$73.44	$75.44	$94.65	$97.65	$115.85	$119.85
Group 1-A	$52.08	$54.08	$13.88	$10.78	$4.56	$1.02	$0.79	8	$83.11	$85.11	$109.15	$112.15	$135.19	$139.19
Truck Crane Assistant to Engineer	$44.25	$46.25	$13.88	$10.78	$4.56	$1.02	$0.79	8	$75.28	$77.28	$97.41	$100.41	$119.53	$123.53
Assistant to Engineer	$41.66	$43.66	$13.88	$10.78	$4.56	$1.02	$0.79	8	$72.69	$74.69	$93.52	$96.52	$114.35	$118.35
Group 2-A	$50.09	$52.09	$13.88	$10.78	$4.56	$1.02	$0.79	8	$81.12	$83.12	$106.17	$109.17	$131.21	$135.21
Truck Crane Assistant to Engineer	$43.95	$45.95	$13.88	$10.78	$4.56	$1.02	$0.79	8	$74.99	$76.99	$96.97	$99.97	$118.95	$122.95
Assistant to Engineer	$41.43	$43.43	$13.88	$10.78	$4.56	$1.02	$0.79	8	$72.46	$74.46	$93.18	$96.18	$113.89	$117.89
Group 3-A	$48.13	$50.13	$13.88	$10.78	$4.56	$1.02	$0.79	8	$79.16	$81.16	$103.23	$106.23	$127.29	$131.29
Truck Crane Assistant to Engineer	$43.69	$45.69	$13.88	$10.78	$4.56	$1.02	$0.79	8	$74.72	$76.72	$96.57	$99.57	$118.41	$122.41
Hydraulic	$43.23	$45.23	$13.88	$10.78	$4.56	$1.02	$0.79	8	$74.26	$76.26	$95.88	$98.88	$117.49	$121.49
Assistant to Engineer	$41.12	$43.12	$13.88	$10.78	$4.56	$1.02	$0.79	8	$72.15	$74.15	$92.71	$95.71	$113.27	$117.27
Group 4-A	$44.73	$46.73	$13.88	$10.78	$4.56	$1.02	$0.79	8	$75.76	$77.76	$98.13	$101.13	$120.49	$124.49

# 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] For classifications within each group, see pages 39B-40.

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

[c] **AREA 2** - Modoc, and portions of Alpine, Amador, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Lake, Lassen, Madera, Mariposa, Mendocino, Monterey, Nevada, Placer, Plumas, Shasta, Sierra, Siskiyou, Sonoma, Tehama, Tulare, Tuolumne and Trinity counties. (Portions of counties falling in each area detailed on page 41).

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

[e] Includes an amount for supplemental dues.

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/DPreWageDetermination.htm. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

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

STATE OF CALIFORNIA
Gavin Newsom, *Governor*

DEPARTMENT OF INDUSTRIAL RELATIONS
Office of the Director – Research Unit
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

MAILING ADDRESS:
P. O. Box 420603
San Francisco, CA 94142-0603

PREDETERMINED INCREASES FOR

OPERATING ENGINEER (HEAVY & HIGHWAY WORK) (NC-23-63-1-2018-1)

OPERATING ENGINEER (BUILDING CONSTRUCTION) (NC-23-63-1-2018-1A)

PILE DRIVER (OPERATING ENGINEER – HEAVY & HIGHWAY WORK) (NC-23-63-1-2018-1B)

PILE DRIVER (OPERATING ENGINEER – BUILDING CONSTRUCTION) (NC-23-63-1-2018-1B1)

STEEL ERECTOR AND FABRICATOR (OPERATING ENGINEER – HEAVY & HIGHWAY WORK) (NC-23-63-1-2019-1D)

STEEL ERECTOR AND FABRICATOR (OPERATING ENGINEER – BUILDING CONSTRUCTION) (NC-23-63-1-2018-1D1)

TUNNEL/UNDERGROUND (OPERATING ENGINEER – HEAVY AND HIGHWAY WORK) (NC-23-63-1-2018-1C)

ALL LOCALITIES WITHIN ALAMEDA[1], ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, CONTRA COSTA[1], DEL NORTE, EL DORADO, FRESNO, GLENN, HUMBOLDT, KINGS, LAKE, LASSEN, MADERA, MARIN[1], MARIPOSA, MENDOCINO, MERCED, MODOC, MONTEREY, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SAN BENITO, SAN FRANCISCO[1], SAN JOAQUIN, SAN MATEO[1], SANTA CLARA[1], SANTA CRUZ, SHASTA, SIERRA, SISKIYOU, SOLANO[1], SONOMA, STANISLAUS, SUTTER, TEHAMA, TRINITY, TULARE, TUOLUMNE, YOLO, AND YUBA COUNTIES

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

This predetermined increase(s) for the above named craft(s) applies only to the current determination for work being performed on public works projects with bid advertisement dates on or after **September 1, 2018 and March 4, 2019**, until the determination(s) is/are superseded by a new determination or a predetermined increase modification notice becomes effective.

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

OPERATING ENGINEER: All Classifications (Areas 1 and 2), and All Shifts
The above Determinations are currently in effect and expire on June 23, 2019**.

- **Effective June 24, 2019,** there will be an increase of $2.35 to be allocated to wages and/or fringe benefits.

There will be no further increases applicable to these determinations.

Issued 2/22/2019 Effective 3/4/2019 until superseded.

This page will be updated when wage rate breakdown information becomes available.
Last Updated: March 4, 2019

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: # PARKING AND HIGHWAY IMPROVEMENT PAINTER (PAINTER) [a]

DETERMINATION: NC-200-X-17-2019-1
ISSUE DATE: February 22, 2019
EXPIRATION DATE OF DETERMINATION: June 30, 2019** 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 San Joaquin, Tuolumne, and Yolo counties.

		Employer Payments					Straight-Time		Overtime Hourly Rate		
CLASSIFICATION	Basic Hourly Rate	Health and Welfare	Pension	Vacation/ Holiday [c]	Training	Other	Hours	Total Hourly Rate	Daily 1 1/2X	Daily 2X	Holiday 2X
Striper; Layout and application of painted traffic stripes; hot thermo plastic; tape traffic stripes	[b]36.68	10.25	5.03	-	0.10	-	8	52.06	[d]70.40	88.74	88.74
Parking Lots, Gamecourts, Playgrounds	[b]31.18	10.25	5.03	-	0.10	-	8	46.56	[d]62.15	77.74	77.74
Protective Coating, Resurfacing, Pavement Sealing, Including Repair When Done in Conjunction With Pavement Sealing	[b]31.54	10.25	5.03	-	0.10	-	8	46.92	[d]62.69	78.46	78.46

# Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet at http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at http://www.dir.ca.gov/das/das.html.

[a] The minimum rate of pay for traffic control work associated with parking and highway improvement projects is that of the Painter classifications for the craft of Parking and Highway Improvement Painter (Painter) in San Joaquin, Tuolumne, and Yolo Counties.

[b] Includes an amount withheld for Dues Check-Off.

[c] Included in Basic Hourly Rate ($2.24). Rate applies to the first 9 years of employment only; $2.63 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.

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/DPreWageDetermination.htm. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

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

STATE OF CALIFORNIA
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Gavin Newsom, *Governor*

ADDRESS REPLY TO:
P.O. Box 420603
San Francisco, CA 94142-0603

PREDETERMINED INCREASES FOR

PARKING AND HIGHWAY IMPROVEMENT PAINTER (PAINTER) (NC-200-X-17-2019-1)

IN ALL LOCALITIES WITHIN SAN JOAQUIN, TUOLUMNE, AND YOLO COUNTIES (REF: 200-X-17)

This predetermined increase for the above named craft applies only to the current determination for work being performed on public works projects with bid advertisement dates on or after **March 4, 2019**, until this determination is superseded by a new determination or a predetermined increase modification notice becomes effective.

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

PARKING AND HIGHWAY IMPROVEMENT PAINTER: All Classifications

Determination NC-200-X-17-2019-1 is currently in effect and expires on June 30, 2019**.

Effective July 1, 2019, there will be an increase of $0.98 allocated as follows: $0.98 to Pension.
Effective July 1, 2020, there will be an increase of $0.98 allocated as follows: $0.98 to Pension.

There will be no further increases applicable to this determination.

Issued 2/22/2019, Effective 3/4/2019 until superseded.

This page will be updated when wage rate breakdown information becomes available.
Last Updated: March 4, 2019

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

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

DETERMINATION: NC-23-261-1-2018-1
ISSUE DATE: August 22, 2018
EXPIRATION DATE OF DETERMINATION: June 30, 2019** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.

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

		Employer Payments					Straight-Time		Overtime Hourly Rate		
Classification[g] (Journeyperson)	Basic Hourly Rate	Health and Welfare	Pension	Vacation/ Holiday	Training	Other Payments	Hours	Total Hourly Rate	Daily 1 1/2X	Saturday[b] 1 1/2X	Sunday/ Holiday 2X
Group 1	$31.68	$17.91	$6.75	$2.30	$0.90	[a] $0.63	8	$60.17	$76.01	$76.01	$91.85
Group 2	31.98	17.91	6.75	2.30	0.90	[a] 0.63	8	60.47	76.46	76.46	92.45
Group 3	32.28	17.91	6.75	2.30	0.90	[a] 0.63	8	60.77	76.91	76.91	93.05
Group 4	32.63	17.91	6.75	2.30	0.90	[a] 0.63	8	61.12	77.435	77.435	93.75
Group 5	32.98	17.91	6.75	2.30	0.90	[a] 0.63	8	61.47	77.96	77.96	94.45
Group 6		USE DUMP TRUCK YARDAGE RATE									
Group 7		USE APPROPRIATE RATE FOR THE POWER UNIT OR THE EQUIPMENT UTILIZED									
Group 8 (Trainee)[c]											
[d] Step I – 1st 1000 Hours											
[e] Step II – 2nd 1000 Hours											
[f] Step III – 3rd 1000 Hours											

[a] Supplemental Dues and Contract Administration.

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

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

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

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

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

[g] For classifications within each group, see page 56.

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/PreWageDetermination.htm. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at http://www.dir.ca.gov/OPRL/PreWageDetermination.htm. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

DETERMINATION: NC-23-261-1-2018-1 and NC-23-261-1-2018-1A

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

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

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

DETERMINATION: NC-23-261-1-2018-1A
ISSUE DATE: August 22, 2018
EXPIRATION DATE OF DETERMINATION: June 30, 2019** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.

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

		Employer Payments					Straight-Time		Overtime Hourly Rate		
Classification[g] (Journeyperson)	Basic Hourly Rate	Health and Welfare	Pension	Vacation/ Holiday	Training	Other Payments	Hours	Total Hourly Rate	Daily 1 1/2X	Saturday[b] 1 1/2X	Sunday/ Holiday 2X
Group 1	$33.68	$17.91	$6.75	$2.30	$0.90	[a] $0.63	8	$62.17	$79.01	$79.01	$95.85
Group 2	33.98	17.91	6.75	2.30	0.90	[a] 0.63	8	62.47	79.46	79.46	96.45
Group 3	34.28	17.91	6.75	2.30	0.90	[a] 0.63	8	62.77	79.91	79.91	97.05
Group 4	34.63	17.91	6.75	2.30	0.90	[a] 0.63	8	63.12	80.435	80.435	97.75
Group 5	34.98	17.91	6.75	2.30	0.90	[a] 0.63	8	63.47	80.96	80.96	98.45
Group 6		USE DUMP TRUCK YARDAGE RATE									
Group 7		USE APPROPRIATE RATE FOR THE POWER UNIT OR THE EQUIPMENT UTILIZED									
Group 8 (Trainee)[c]											
[d] Step I – 1st 1000 Hours											
[e] Step II – 2nd 1000 Hours											
[f] Step III – 3rd 1000 Hours											

[a] Supplemental Dues and Contract Administration.
[b] Saturday in the same work week may be worked at straight-time hourly rate if a job is shut down during the normal work week due to inclement weather or major mechanical breakdown, or lack of materials beyond the control of the Employer.
[c] An individual employer may employ one (1) trainee for every four (4) journey level Teamsters actively employed. Individual employers with less than four (4) journey level Teamsters may utilize one (1) trainee; thereafter, one (1) for every four (4) journey level Teamsters.
[d] Sixty-five percent (65%) of the Journey level wage for the type of equipment operated, plus full fringes without Vacation/Holiday.
[e] Seventy-five percent (75%) of the Journey level wage for the type of equipment operated, plus full fringes without Vacation/Holiday.
[f] Eighty-five percent (85%) of the Journey level wage for the type of equipment operated, plus full fringes without Vacation/Holiday.
[g] For classifications within each group, see page 56.

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/PreWageDetermination.htm. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at http://www.dir.ca.gov/OPRL/PreWageDetermination.htm. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

STATE OF CALIFORNIA
DEPARTMENT OF INDUSTRIAL RELATIONS
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Edmund G. Brown Jr., *Governor*

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PREDETERMINED INCREASES FOR

TEAMSTER
(NC-23-261-1-2018-1)

TEAMSTER (SPECIAL SINGLE SHIFT)
(NC-23-261-1-2018-1A)

IN ALAMEDA, ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, CONTRA COSTA, DEL NORTE, EL DORADO, FRESNO, GLENN, HUMBOLDT, KINGS, LAKE, LASSEN, MADERA, MARIN, MARIPOSA, MENDOCINO, MERCED, MODOC, MONTEREY, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA, STANISLAUS, SUTTER, TEHAMA, TRINITY, TULARE, TUOLUMNE, YOLO AND YUBA COUNTIES

This predetermined increase for the above named craft applies only to the current determination for work being performed on public works projects with bid advertisement dates on or after **September 1, 2018**, until this determination is superseded by a new determination or a predetermined increase modification notice becomes effective.

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

TEAMSTER: (All groups except Group 8)
Determinations NC-23-261-1-2018-1 and NC-23-261-1-2018-1A are currently in effect and expire on June 30, 2019**.

Effective July 1, 2019, there will be an increase of $1.90 to be allocated to wages and/or fringe benefits.

GROUP 8 (Trainee) receives no predetermined increases.

There will be no further increases applicable to these determinations.

Issued 8/22/2018, Effective 9/1/2018 until superseded.

This page will be updated when wage rate breakdown information becomes available.
Last Updated: 9/1/2018

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: TRAFFIC CONTROL/LANE CLOSURE (LABORER) [h]
AND
PARKING AND HIGHWAY IMPROVEMENT PAINTER (LABORER)

DETERMINATION: NC-23-102-13-2018-1
ISSUE DATE: August 22, 2018
EXPIRATION DATE OF DETERMINATION: June 30, 2019* 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.

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 Rate	Employer Payments: Health and Welfare [e]	Pension [a]	Vacation and Holiday [b]	Training	Other Payments	Straight-Time Hours	Total Hourly Rate	Overtime Hourly Rate: Daily [f] 1 1/2X	Saturday [c f] 1 1/2X	Sunday And Holiday [g]
TRAFFIC CONTROL AND RELATED CLASSIFICATIONS											
AREA 1 [d]											
Traffic Control Person I	30.84	8.25	12.20	2.75	0.45	0.30	8	54.79	70.21	70.21	85.63
Traffic Control Person II	28.34	8.25	12.20	2.75	0.45	0.30	8	52.29	66.46	66.46	80.63
Construction Zone Traffic Control Pilot Car, Flag Person	30.54	8.25	12.20	2.75	0.45	0.30	8	54.49	69.76	69.76	85.03
AREA 2 [d]											
Traffic Control Person I	29.84	8.25	12.20	2.75	0.45	0.30	8	53.79	68.71	68.71	83.63
Traffic Control Person II	27.34	8.25	12.20	2.75	0.45	0.30	8	51.29	64.96	64.96	78.63
Construction Zone Traffic Control Pilot Car, Flag Person	29.54	8.25	12.20	2.75	0.45	0.30	8	53.49	68.26	68.26	83.03

DETERMINATION: NC-23-102-13-2018-1A
ISSUE DATE: August 22, 2018
EXPIRATION DATE OF DETERMINATION: June 30, 2019* 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.

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

Classification (Journeyperson)	Basic Hourly Rate	Employer Payments: Health and Welfare [e]	Pension [a]	Vacation and Holiday [b]	Training	Other Payments	Straight-Time Hours	Total Hourly Rate	Overtime Hourly Rate: Daily [f] 1 1/2X	Saturday [c f] 1 1/2X	Sunday and Holiday [g]
Group 1	33.73	8.25	11.59	2.75	0.45	0.27	8	57.04	73.905	73.905	90.77
Group 2	32.23	8.25	11.59	2.75	0.45	0.27	8	55.54	71.655	71.655	87.77
Group 3	30.48	8.25	11.59	2.75	0.45	0.27	8	53.79	69.03	69.03	84.27
Group 4	28.38	8.25	11.59	2.75	0.45	0.27	8	51.69	65.88	65.88	80.07

Group 1
Traffic Striping Applicator

Group 2
Traffic Delineating Device Applicator
Traffic Protective System Installer
Pavement Markings Applicator
Decorative Asphalt Surfacing Applicator

Group 3
Traffic Surface Abrasive Blaster
Pot Tender

Group 4
Parking Lots, Game Courts & Playground Striping Applicator
Decorative Asphalt Surfacing Laborer

Footnotes are listed on page 44A

# 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 Includes an amount for the Annuity Trust Fund.

b Includes an amount for Supplemental Dues.

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

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

e Includes an amount for Retiree Health & Welfare

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

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

h The rates of the Laborer classifications for the craft of Traffic Control/Lane Closure (Laborer) do not apply to traffic control work associated with parking and highway improvement projects in San Joaquin, Tuolumne, and Yolo Counties. For traffic control work associated with parking and highway improvement projects in these three counties, the minimum rate of pay is that of the Painter classifications for the craft of Parking and Highway Improvement Painter (Painter).

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

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Prevailing Wage 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

LOCALITY: ALAMEDA COUNTY

DETERMINATION: ALA-2019-1

		CRAFT (JOURNEY LEVEL)	ISSUE DATE	EXPIRATION DATE	EMPLOYER PAYMENTS: BASIC HOURLY RATE	HEALTH AND WELFARE	PENSION	VACATION/ HOLIDAY	TRAINING	OTHER PAYMENTS	STRAIGHT-TIME: HOURS	TOTAL HOURLY RATE	OVERTIME HOURLY RATE: DAILY	SATURDAY	SUNDAY AND HOLIDAY
#		**BRICKLAYER, BLOCKLAYER:**													
		BRICKLAYER, BLOCKLAYER, STONEMASON	8/22/2018	04/30/2019*	A 42.700	9.950	10.140	B 3.000	0.800	C 1.360	D 8.0	67.950	E 90.800	E 90.800	113.650
		POINTER, CLEANER, CAULKER, WATERPROOFER	2/22/2019	06/30/2019**	A 49.530	9.950	12.040	F -	1.530	0.430	D 8.0	73.480	98.240	G 98.240	123.010
#		**BRICK TENDER**	8/22/2018	04/30/2019*	A 35.370	8.250	12.000	F -	0.450	-	8.0	56.070	H 73.760	H 73.760	91.440
#		**CARPET, LINOLEUM,**													
		SOFT FLOOR LAYER	2/22/2019	06/30/2019*	A 48.550	10.250	16.430	I -	0.750	0.340	8.0	76.320	J 100.600	J 100.600	124.870
		FLOOR COVERING HANDLER AFTER 3 YEARS	2/22/2019	06/30/2019*	A 24.250	10.250	8.220	I -	0.050	0.340	8.0	43.110	J 55.240	J 55.240	67.360
		FLOOR COVERING HANDLER LESS THAN 3 YEARS	2/22/2019	06/30/2019*	A 19.390	10.250	6.570	I -	0.050	0.340	8.0	36.600	J 46.290	J 46.290	55.990
		FLOOR COVERING HANDLER TRAINEE, FIRST 3 MONTHS	2/22/2019	06/30/2019*	A 15.500	10.250	5.260	I -	0.050	0.340	8.0	31.400	J 39.150	J 39.150	46.900
		FLOOR COVERING HANDLER TRAINEE, SECOND 3 MONTHS	2/22/2019	06/30/2019*	A 17.450	10.250	5.910	I -	0.050	0.340	8.0	34.000	J 42.720	J 42.720	51.450
#		**ELECTRICIAN:**													
		COMM & SYSTEM INSTALLER	2/22/2019	11/30/2019*	40.020	11.050	K 6.400	-	1.100	L 0.260	8.0	60.230	M 80.940	M 80.940	101.650
		COMM & SYSTEM TECH.	2/22/2019	11/30/2019*	46.020	11.050	K 6.400	-	1.100	L 0.260	8.0	66.440	M 90.260	M 90.260	114.070
		INSIDE WIREMAN,	8/22/2018	05/31/2019*	54.250	17.410	N 16.420	F -	1.890	O 1.190	8.0	92.790	P 121.010	149.240	149.240
		CABLE SPLICER-WELDER	8/22/2018	05/31/2019*	61.030	17.410	N 16.420	F -	1.890	O 1.260	8.0	99.840	P 131.590	163.340	163.340
#		**FIELD SURVEYOR:**													
	Q	CHIEF OF PARTY	2/22/2019	02/29/2020**	45.030	13.880	R 11.510	S 4.330	1.120	0.210	8.0	76.080	T 98.600	U 98.600	121.110
	Q	INSTRUMENTMAN	2/22/2019	02/29/2020**	41.940	13.880	R 11.510	S 4.330	1.120	0.210	8.0	72.990	T 93.960	U 93.960	114.930
	Q	CHAINMAN/RODMAN	2/22/2019	02/29/2020**	39.060	13.880	R 11.510	S 4.330	1.120	0.210	8.0	70.110	T 89.640	U 89.640	109.170
#	V	**GLAZIER**	2/22/2019	06/30/2019**	A 49.980	10.250	W 17.390	-	0.550	X 0.380	8.0	78.550	Y 103.540	128.530	128.530
#	Z	**MARBLE FINISHER**	8/22/2018	07/31/2019*	AA 34.250	9.950	4.860	I -	0.450	0.830	8.0	50.340	AB 67.460	84.590	84.590
#	Z	**MARBLE MASON**	8/22/2018	07/31/2019*	AA 47.030	9.950	16.040	I -	0.800	1.090	8.0	74.910	AB 98.430	121.940	121.940
#		**PAINTER:**													
	AC	BRUSH AND SPRAY	2/22/2019	12/31/2019**	AD 42.620	10.250	R 13.120	I -	0.660	0.380	D 8.0	67.030	88.340	AE 88.340	109.650
	AC	METALIZING AND THERMAL SPRAY	2/22/2019	12/31/2019**	AD 45.620	10.250	R 13.120	I -	0.660	0.380	D 8.0	70.030	92.840	AE 92.840	115.650
	AF	INDUSTRIAL PAINTER	2/22/2019	12/31/2019**	AD 43.870	10.250	R 13.120	I -	0.660	0.380	D 8.0	68.280	90.210	AE 90.210	112.150
	AC	SANDBLASTER, STEAM CLEANER, WATERBLASTER	2/22/2019	12/31/2019**	AD 43.120	10.250	R 13.120	I -	0.660	0.380	D 8.0	67.530	89.090	AE 89.090	110.650
	AC	EXOTIC MATERIALS	2/22/2019	12/31/2019**	AD 43.370	10.250	R 13.120	I -	0.660	0.380	D 8.0	67.780	89.460	AE 89.460	111.150
	AC	PAPERHANGER, WALLCOVERING, LEAD ABATEMENT	2/22/2019	12/31/2019**	AD 43.620	10.250	R 13.120	I -	0.660	0.380	D 8.0	68.030	89.840	AE 89.840	111.650
		TAPER	2/22/2019	12/31/2019**	AG 49.310	10.250	16.030	I -	0.760	0.600	8.0	76.950	AH 101.610	AH 101.610	AE 126.260
	AI	TAPER CLEAN-UP	2/22/2018	06/30/2018*	AJ 18.010	10.150	-	-	-	-	8.0	28.160	37.170	D 37.170	AE 46.170
#		**PLASTERER**	2/22/2019	06/30/2019**	AK 41.290	13.480	14.470	F -	1.150	1.200	D 8.0	71.590	AL 89.290	AL 89.290	107.000
#	AM	**PLASTER TENDER**	8/22/2018	06/30/2019*	AN 37.140	8.250	13.620	F -	0.450	0.450	8.0	59.910	AO 76.530	AO 76.530	93.140
	AM	GUN MAN	8/22/2018	06/30/2019*	AN 37.890	8.250	13.620	F -	0.450	0.450	8.0	60.660	AO 77.650	AO 77.650	94.640
#		**PLUMBER:**													
		PLUMBER, PIPEFITTER, STEAMFITTER	8/22/2018	06/30/2019**	A 61.350	AP 20.160	AQ 18.590	-	3.650	0.350	8.0	104.100	E 137.530	E 137.530	170.950
		UNDERGROUND UTILITY PIPEFITTER	8/22/2018	06/30/2019*	27.100	10.600	AR 3.000	2.250	0.450	0.600	8.0	44.000	57.550	D 57.550	71.100
		LANDSCAPE PIPEFITTER	8/22/2018	06/30/2019*	27.100	10.600	AR 3.000	2.250	0.450	0.600	8.0	44.000	57.550	D 57.550	71.100
	AS	UNDERGROUND UTILITY ASSISTANT JOURNEYMAN	8/22/2018	06/30/2019*	16.100	10.600	AR 3.000	2.250	0.450	0.600	8.0	33.000	41.050	D 41.050	49.100
	AT	LANDSCAPE ASSISTANT JOURNEYMAN	2/22/2019	06/30/2019*	16.100	10.600	AR 3.000	2.250	0.450	0.600	8.0	33.000	41.050	D 41.050	49.100
	AU	UNDERGROUND UTILITY TRADESMAN	8/22/2018	06/30/2019*	13.300	10.600	AR 3.000	2.250	0.450	0.600	8.0	30.200	36.850	D 36.850	43.500
	AV	LANDSCAPE TRADESMAN I	2/22/2019	06/30/2019*	13.300	10.600	AR -	2.250	0.450	0.600	8.0	27.200	33.850	D 33.850	40.500

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

LOCALITY: ALAMEDA COUNTY

DETERMINATION: ALA-2019-1

	CRAFT (JOURNEY LEVEL)	ISSUE DATE	EXPIRATION DATE	EMPLOYER PAYMENTS						STRAIGHT-TIME		OVERTIME HOURLY RATE		
				BASIC HOURLY RATE	HEALTH AND WELFARE	PENSION	VACATION/ HOLIDAY	TRAINING	OTHER PAYMENTS	HOURS	TOTAL HOURLY RATE	DAILY	SATURDAY	SUNDAY AND HOLIDAY
AV	LANDSCAPE TRADESMAN II	2/22/2019	06/30/2019*	13.300	10.600	AR 3.000	2.250	0.450	0.600	8.0	30.200	36.850	D 36.850	43.500
	SPRINKLER FITTER (FIRE PROTECTION AND FIRE CONTROL SYSTEMS)	2/22/2019	07/28/2019**	A 63.520	10.970	18.600	F -	1.600	0.550	8.0	95.240	E 127.000	E 127.000	158.760
#	**ROOFER**	8/22/2018	07/31/2019**	35.790	10.200	6.530	3.610	0.850	0.640	8.0	57.620	J 75.510	AW 75.510	93.410
	BITUMASTIC, ENAMELER, PIPE WRAPPER, COAL TAR PITCH BUILD-UP	8/22/2018	07/31/2019**	37.790	10.200	6.530	3.610	0.850	0.640	8.0	59.620	J 78.510	AW 78.510	97.410
	MASTIC WORKER, KETTLEMAN	8/22/2018	07/31/2019**	36.040	10.200	6.530	3.610	0.850	0.640	8.0	57.870	J 75.890	AW 75.890	93.910
#	**SHEET METAL WORKER**	8/22/2018	06/30/2019**	AD 59.110	AX 14.400	AY 28.690	F -	1.480	0.710	8.0	104.390	AZ 137.230	AZ 137.230	170.070
	TOTAL SHEET METAL CONTRACT OF $200,000 OR LESS	2/22/2019	06/30/2019**	AD 51.870	AX 14.400	AY 27.250	F -	1.480	0.710	8.0	95.710	AZ 124.530	AZ 124.530	153.340
	SERVICE MECHANIC (TOTAL SHEET METAL CONTRACT OF $200,000 OR LESS)	2/22/2019	06/30/2019**	AD 40.750	BA 13.800	AY 15.280	F -	1.380	0.710	8.0	71.920	BB 93.550	BB 93.550	115.170
	SERVICE TECHNICIAN (TOTAL SHEET METAL CONTRACT OF $200,000 OR LESS)	8/22/2018	06/30/2019**	AD 36.700	BA 13.800	AY 10.010	F -	1.380	0.710	8.0	62.600	BB 81.750	BB 81.750	100.900
	AIR CONDITIONING SPECIALIST (TOTAL SHEET METAL CONTRACT OF $200,000 OR LESS)	8/22/2018	06/30/2019**	AD 32.420	BA 13.800	AY 4.750	F -	1.360	0.710	8.0	53.040	AZ 69.760	AZ 69.760	86.480
	AIR CONDITIONING JOURNEYMAN (TOTAL SHEET METAL CONTRACT OF $200,000 OR LESS)	8/22/2018	06/30/2019**	AD 37.940	AX 13.800	AY 10.290	F -	1.360	0.710	8.0	64.100	AZ 83.820	AZ 83.820	103.540
	METAL DECK & SIDING	8/22/2018	06/30/2019*	AD 39.930	AR 14.380	BC 20.000	F -	BD 0.320	-	8.0	74.630	AZ 95.600	AZ 95.600	116.560
# BE	**TERRAZZO FINISHER**	8/22/2018	06/30/2019*	BF 36.180	9.950	5.740	F -	0.800	0.920	8.0	53.590	AZ 69.440	AZ 69.440	85.290
# BE	**TERRAZZO WORKER**	8/22/2018	06/30/2019*	BF 45.900	9.950	15.040	F -	0.800	1.110	8.0	72.800	AZ 92.810	AZ 92.810	112.820
#	**TILE FINISHER**	8/22/2018	03/31/2019*	BG 27.560	9.380	5.220	1.000	0.820	1.000	8.0	44.980	58.760	D 58.760	72.540
	RED CIRCLED FINISHER	8/22/2018	03/31/2019*	BG 33.440	9.380	5.840	1.500	0.820	1.070	8.0	52.050	68.770	D 68.770	85.490
#	**TILE SETTER**	8/22/2018	03/31/2019*	BG 45.270	9.380	7.070	2.500	1.170	1.670	8.0	67.060	89.690	D 89.690	112.330
	WATER WELL DRILLER	8/22/1998	12/31/1998*	12.700	3.200	0.780	BH 0.630	-	-	8.0	17.310	BI 23.660	BI 23.660	BI 23.660
	PUMP INSTALLER	8/22/1998	12/31/1998*	12.700	3.200	0.780	BH 0.630	-	-	8.0	17.310	BI 23.660	BI 23.660	BI 23.660
	HELPER	2/22/2019	03/31/2019*	12.000	3.200	0.780	BJ 0.520	-	-	8.0	16.500	BI 22.500	BI 22.500	BI 22.500

FOOTNOTES

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

LOCALITY: ALAMEDA COUNTY

DETERMINATION: ALA-2019-1

* 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.

** 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.

\# 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.

& THE BASIC HOURLY RATE AND EMPLOYER PAYMENTS ARE NOT TAKEN FROM A COLLECTIVE BARGAINING AGREEMENT FOR THIS CRAFT OR CLASSIFICATION.

A INCLUDES AMOUNT WITHHELD FOR DUES CHECK OFF.

B VACATION IS FACTORED AT THE APPLICABLE OVERTIME MULTIPLIER

C INCLUDES AMOUNT FOR INDUSTRY PROMOTION FUND, INTERNATIONAL MASONRY INSTITUTE, LABOR MANAGEMENT COOPERATION COMMITTEE, AND VACATION TRUST FUND.

D 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.

E RATE APPLIES TO THE FIRST 2 DAILY OVERTIME HOURS AND THE FIRST 10 HOURS ON SATURDAY; ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME HOURLY RATE.

F INCLUDED IN STRAIGHT-TIME HOURLY RATE.

G RATE APPLIES TO THE FIRST 8 HOURS WORKED ON SATURDAY. ALL OTHER HOURS ARE PAID AT THE SUNDAY/HOLIDAY RATE.

H 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 AND HOLIDAY OVERTIME HOURLY RATE. SATURDAYS IN THE SAME WORK WEEK MAY BE WORKED AT STRAIGHT-TIME IF JOB IS SHUT DOWN DURING THE NORMAL WORKWEEK DUE TO INCLEMENT WEATHER.

I INCLUDED IN BASIC HOURLY RATE.

J RATE APPLIES TO THE FIRST 4 DAILY OVERTIME HOURS AND THE FIRST 12 HOURS WORKED ON SATURDAY; ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME HOURLY RATE.

K IN ADDITION, AN AMOUNT EQUAL TO 3% OF THE BASIC HOURLY RATE IS ADDED TO THE TOTAL HOURLY RATE AND OVERTIME HOURLY RATES FOR THE NATIONAL EMPLOYEES BENEFIT BOARD.

L IN ADDITION, AN AMOUNT EQUAL TO 0.5% OF THE BASIC HOURLY RATE, WHICH IS FACTORED AT THE APPLICABLE OVERTIME MULTIPLIER, IS ADDED TO THE TOTAL HOURLY RATE AND OVERTIME HOURLY RATES.

M RATE APPLIES TO THE FIRST 4 DAILY OVERTIME HOURS AND THE FIRST 8 HOURS WORKED ON SATURDAY. ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME RATE.

N IN ADDITION, AN AMOUNT EQUAL TO 3% OF THE BASIC HOURLY RATE IS ADDED TO THE TOTAL HOURLY RATE AND OVERTIME HOURLY RATES FOR THE NATIONAL EMPLOYEES BENEFIT BOARD. 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.

O INCLUDES AN AMOUNT (1.05% OF THE BASIC HOURLY RATE) FOR THE CONTRACT ADMINISTRATION FUND, WHICH IS FACTORED AT THE APPLICABLE OVERTIME MULTIPLIER.

P THIS APPLIES TO DAILY OVERTIME RATE FOR THE FIRST SHIFT IN A MULTISHIFT OPERATION AND THE FIRST 2 HOURS OF DAILY OVERTIME FOR NON-SHIFT WORK. ALL OTHER NON-SHIFT WORK IS PAID AT THE SATURDAY, SUNDAY AND HOLIDAY RATE.

Q ALL CREWS, WITHOUT CONSIDERATION TO THE NUMBER OF INDIVIDUALS IN THE CREW, SHALL INCLUDE A CHIEF OF PARTY. A CREW CONSISTS OF ONE (1) OR MORE EMPLOYEES PERFORMING FIELD AND CONSTRUCTION SURVEY WORK.

R INCLUDES AN AMOUNT PER HOUR WORKED FOR ANNUITY TRUST FUND.

S INCLUDES AN AMOUNT PER HOUR WORKED FOR SUPPLEMENTAL DUES.

T RATE APPLIES TO THE FIRST 4 DAILY OVERTIME HOURS, MONDAY THROUGH FRIDAY. ALL OTHER OVERTIME IS PAID AT THE SUNDAY/HOLIDAY RATE.

U RATE APPLIES TO THE FIRST 12 OVERTIME HOURS WORKED. ALL OTHER OVERTIME IS PAID AT THE SUNDAY/HOLIDAY RATE. IN THE EVENT IT IS NOT REASONABLY POSSIBLE TO COMPLETE 40 HOURS OF WORK ON AN 8 HOUR DAY, MONDAY THROUGH FRIDAY, THEN THE BALANCE OF THE 40 HOURS, UP TO 8 HOURS, MAY BE WORKED ON SATURDAY AT THE STRAIGHT-TIME RATE.

V CERTIFIED MANIPULATOR WORK SHALL RECEIVE $1.25 PER HOUR ABOVE THE BASIC WAGE RATE

W INCLUDES AN AMOUNT PER HOUR WORKED FOR IUPAT, IARP, AND RETIREE PENSION.

X INCLUDES AMOUNTS FOR INDUSTRY FUND, WORK PRESERVATION FUND, AND LABOR MANAGEMENT COOPERATION INITIATIVE

Y RATE APPLIES TO THE FIRST 2 DAILY OVERTIME HOURS AND FIRST 8 HOURS WORKED ON DESIGNATED DAYS OFF; ALL OTHER TIME IS PAID AT THE SATURDAY, SUNDAY AND HOLIDAY OVERTIME RATE.

Z EMPLOYEES WORKING ON ANY SUSPENDED PLATFORM/SCAFFFOLD SHALL BE PAID AN ADDITIONAL $20.00 PER DAY ABOVE THE WAGE RATE.

AA INCLUDES AN AMOUNT FOR DUES CHECK-OFF AND VACATION/HOLIDAY WHICH ARE FACTORED INTO OVERTIME RATES.

AB RATE APPLIES TO FIRST 2 OVERTIME HOURS MONDAY THROUGH FRIDAY; ALL OTHER OVERTIME IS PAID AT THE DOUBLE TIME RATE.

AC EMPLOYEES SHALL BE ENTITLED TO HIGH TIME PREMIUM WHENEVER THE WORK PERFORMED REQUIRES PERSONAL FALL RESTRAINTS TO BE WORN BY THE EMPLOYEE. THE AMOUNT OF THE PREMIUM SHALL BE AS FOLLOWS: AN ADDITIONAL $2.00 PER HOUR ABOVE BASIC HOURLY RATE WHEN WORKING OVER 50 FEET ABOVE GROUND OR WATER LEVEL, $4.00 PER HOUR WHEN WORKING FROM 100 TO 180 FEET AND $6.00 PER HOUR WHEN WORKING OVER 180 FEET. EMPLOYEES SHALL BE ENTITLED TO $2.00 PER HOUR ABOVE THE BASIC HOURLY RATE WHEN PERFORMING WORK FROM OR TO A SUSPENDED PLATFORM SUCH AS SAFESPAN, QUICKDECK OR COMPARABLE PLATFORM SYSTEMS ON BRIDGE AND OVERPASS TYPE WORK.

AD INCLUDES AMOUNT FOR VAC/HOL AND DUES CHECK OFF.

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

LOCALITY: ALAMEDA COUNTY

DETERMINATION: ALA-2019-1

AE DESIGNATED DAYS OFF SHALL BE PAID AT THE SATURDAY OVERTIME RATE; PLEASE REFER TO THE HOLIDAY PROVISIONS FOR A LIST OF DESIGNATED DAYS OFF.

AF EMPLOYEES SHALL BE ENTITLED TO HIGH TIME PREMIUM WHENEVER THE WORK PERFORMED REQUIRES PERSONAL FALL RESTRAINTS TO BE WORN BY THE EMPLOYEE. THE AMOUNT OF THE PREMIUM SHALL BE AS FOLLOWS: AN ADDITIONAL $4.00 PER HOUR WHEN WORKING FROM 100 TO 180 FEET ABOVE GROUND OR WATER LEVEL AND $6.00 PER HOUR WHEN WORKING OVER 180 FEET. EMPLOYEES SHALL BE ENTITLED TO $2.00 PER HOUR ABOVE THE BASIC HOURLY RATE WHEN PERFORMING WORK FROM OR TO A SUSPENDED PLATFORM SUCH AS SAFESPAN, QUICKDECK OR COMPARABLE PLATFORM SYSTEMS ON BRIDGE AND OVERPASS TYPE WORK.

AG INCLUDES AMOUNTS FOR VACATION AND DUES CHECK OFF

AH RATE APPLIES TO THE FIRST 4 DAILY OVERTIME HOURS AND THE FIRST 12 HOURS WORKED ON SATURDAY. ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME RATE. 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.

AI PLEASE NOTE THAT THE TAPER CLEAN-UP APPLIES ONLY TO THE TAPER CLASSIFICATION.

AJ INCLUDES AN AMOUNT FOR DUES CHECK OFF

AK INCLUDE AMOUNTS WITHHELD FOR DUES CHECK OFF AND VACATION WHICH IS NOT FACTORED INTO OVERTIME. EMPLOYEES OPERATING AND WORKING BEHIND PLASTER GUNS SHALL RECEIVE AN ADDITIONAL $5.00 PER DAY ABOVE THE WAGE RATE. EMPLOYEES WORKING ON AN EXTERIOR SUSPENDED SCAFFOLD SHALL BE PAID AN ADDITIONAL $10.00 PER DAY ABOVE THE WAGE RATE.

AL RATE APPLIES TO THE FIRST 4 OVERTIME HOURS MONDAY THROUGH FRIDAY AND THE FIRST 8 HOURS WORKED ON SATURDAYS AND DESIGNATED DAYS OFF. ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME RATE.

AM ALL HOD CARRIERS WORKING ON THE HOSE SHALL RECEIVE $5.00 PER DAY OVER SCALE.

AN INCLUDES AN AMOUNT FOR VACATION, DUES CHECK-OFF AND ORGANIZING DUES WHICH ARE NOT FACTORED INTO OVERTIME.

AO RATE APPLIES TO THE FIRST 4 OVERTIME HOURS MONDAY THROUGH FRIDAY AND THE FIRST 8 HOURS WORKED ON SATURDAY. ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME RATE.

AP INCLUDES AN AMOUNT OF $0.50 FOR HEALTH REIMBURSEMENT ACCOUNT WHICH IS FACTORED INTO OVERTIME. 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.

AQ INCLUDES AN AMOUNT OF $5.00 FOR 401A SUPPLEMENTAL PENSION WHICH IS FACTORED INTO OVERTIME. 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.

AR 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.

AS THERE MUST BE AT LEAST ONE JOURNEYMAN PIPEFITTER PER CONTRACTOR ON EACH JOBSITE.

AT THERE MUST BE AT LEAST ONE JOURNEYMAN PIPEFITTER PER CONTRACTOR ON EACH JOBSITE. THIS AGREEMENT MAY BE USED TO COVER MAINTENANCE AND PLANT ESTABLISHMENT. PLANT ESTABLISHMENT SHALL BE WORK COVERED BY THIS AGREEMENT. THIS WORK MAY BE PERFORMED EXCLUSIVELY BY ALL CLASSIFICATIONS OUTLINED IN THIS AGREEMENT WITHOUT THE SUPERVISION OF A JOURNEYMAN, EXCEPT FOR APPRENTICES WHO REQUIRE THE SUPERVISION OF A JOURNEYMAN.

AU THERE SHALL BE NO MORE THAN THREE TRADESMEN TO EVERY TWO JOURNEYMAN PIPEFITTER/ASSISTANT JOURNEYMAN PIPEFITTER COMBINATION EMPLOYED PER CONTRACTOR ON EACH JOBSITE.

AV THERE SHALL BE NO MORE THAN FOUR TRADESMEN TO EVERY TWO JOURNEYMAN PIPEFITTER/ASSISTANT JOURNEYMAN PIPEFITTER COMBINATION EMPLOYED PER CONTRACTOR ON EACH JOBSITE. THIS AGREEMENT MAY BE USED TO COVER MAINTENANCE AND PLANT ESTABLISHMENT. PLANT ESTABLISHMENT SHALL BE WORK COVERED BY THIS AGREEMENT. THIS WORK MAY BE PERFORMED EXCLUSIVELY BY ALL CLASSIFICATIONS OUTLINED IN THIS AGREEMENT WITHOUT THE SUPERVISION OF A JOURNEYMAN, EXCEPT FOR APPRENTICES WHO REQUIRE THE SUPERVISION OF A JOURNEYMAN

AW APPLIES TO THE FIRST 12 HOURS WORKED ON SATURDAY. ALL OTHER OVERTIME IS PAID AT THE SUNDAY/HOLIDAY RATE. IN THE EVENT THAT CONDITIONS OVER WHICH THE ROOFING CONTRACTOR HAS NO CONTROL (I.E. ADVERSE WEATHER, PROJECT DELAYS, LOGISTICAL PROBLEMS, GENERAL CONTRACTOR OR BUILDING OWNER REQUIREMENTS, ETC.) PREVENT EMPLOYEES FROM WORKING ON ONE OR MORE DAYS DURING THE REGULAR WORK WEEK, WORK PERFORMED ON SATURDAY MAY BE PAID AT THE STRAIGHT TIME RATES.

AX INCLUDES SMOHIT AND SHC. EFFECTIVE 1/1/2013, 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.

AY INCLUDES AN AMOUNT FOR PENSION WHICH IS FACTORED AT THE APPLICABLE OVERTIME MULTIPLIER. 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.

AZ 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 AND HOLIDAY OVERTIME HOURLY RATE.

BA INCLUDES SHC. EFFECTIVE 1/1/2013, 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.

BB RATE APPLIES TO FIRST 4 DAILY OVERTIME HOURS AND THE FIRST 8 HOURS WORKED ON SATURDAY DURING THE EMPLOYEES NORMAL WORKING HOURS. ALL OTHER OVERTIME HOURS SHALL BE PAID AT THE SUNDAY AND HOLIDAY DOUBLE TIME RATE.

BC INCLUDES AN AMOUNT FOR PENSION FACTORED AT THE OVERTIME MULTIPLIER RATE.

BD INCLUDES $0.05 FOR SCHOLAR FUND.

BE THE RATIO OF TERRAZZO FINISHER HOURS TO TERRAZZO WORKER HOURS SHALL NOT EXCEED TWO (2) TO ONE (1).

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

LOCALITY: ALAMEDA COUNTY

DETERMINATION: ALA-2019-1

BF INCLUDES AN AMOUNT FOR VACATION/DUES CHECK OFF WHICH IS NOT FACTORED IN THE OVERTIME RATES.

BG INCLUDES AMOUNT WITHHELD FOR DUES CHECK OFF, WHICH IS FACTORED IN THE OVERTIME RATES. ANY EMPLOYEE WORKING UNDERGROUND SHALL RECEIVE $1.00 PER HOUR IN ADDITION TO REGULAR WAGES.

BH RATE APPLIES TO FIRST YEAR OF EMPLOYMENT ONLY; $0.88 AFTER 2 YEARS OF EMPLOYMENT.

BI RATE APPLIES TO ALL TIME WORKED IN EXCESS OF 8 HOURS PER DAY OR 40 HOURS PER WEEK AND FOR ALL HOURS ON SUNDAYS AND HOLIDAYS. RATE DOES NOT INCLUDE ANY ADDITIONAL AMOUNT THAT MAY BE REQUIRED FOR VACATION/HOLIDAY PAYMENT.

BJ RATE APPLIES TO FIRST YEAR OF EMPLOYMENT ONLY; $0.72 AFTER 2 YEARS OF EMPLOYMENT.

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/DPREWAGEDETERMINATION.HTM. HOLIDAY PROVISIONS FOR CURRENT OR SUPERSEDED DETERMINATIONS MAY BE OBTAINED BY CONTACTING THE OFFICE OF THE DIRECTOR - RESEARCH UNIT AT (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: IN ACCORDANCE WITH LABOR CODE SECTIONS 1773.1 AND 1773.9, CONTRACTORS SHALL MAKE TRAVEL AND/OR SUBSISTENCE PAYMENTS TO EACH WORKER TO EXECUTE THE WORK. YOU MAY OBTAIN THE TRAVEL AND/OR SUBSISTENCE PROVISIONS FOR THE CURRENT DETERMINATIONS ON THE INTERNET @ HTTP://WWW.DIR.CA.GOV/OPRL/DPREWAGEDETERMINATION.HTM. TRAVEL AND/OR SUBSISTENCE REQUIREMENTS FOR CURRENT OR SUPERSEDED DETERMINATIONS MAY BE OBTAINED FROM THE OFFICE OF THE DIRECTOR - RESEARCH UNIT AT (415) 703-4774.

GENERAL PREVAILING WAGE DETERMINATION MADE AY THE DIRECTOR OF INDUSTRIAL RELATIONS

PURSUANT TO CALIFORNIA LAAOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

FOR COMMERCIAL AUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

LOCALITY: ALAMEDA COUNTY

DETERMINATION: ALA-2019-1

	CRAFT (JOURNEY LEVEL)	ISSUE DATE	EXPIRATION DATE	INCREASE 1		INCREASE 2		INCREASE 3		INCREASE 4		INCREASE 5		INCREASE 6		INCREASE 7	
				DATE OF NEXT CHANGE	AMOUNT OF INCREASE	DATE OF NEXT CHANGE	AMOUNT OF INCREASE	DATE OF NEXT CHANGE	AMOUNT OF INCREASE	DATE OF NEXT CHANGE	AMOUNT OF INCREASE	DATE OF NEXT CHANGE	AMOUNT OF INCREASE	DATE OF NEXT CHANGE	AMOUNT OF INCREASE	DATE OF NEXT CHANGE	AMOUNT OF INCREASE
	BRICKLAYER, BLOCKLAYER:																
	POINTER, CLEANER, CAULKER, WATERPROOFER	2/22/2019	06/30/2019**	7/1/2019	$2.50 A	7/1/2020	$2.50 A	7/1/2021	$2.50 A	7/1/2022	$2.50 A						
	FIELD SURVEYOR:																
B	CHIEF OF PARTY	2/22/2019	02/29/2020**	3/1/2020	$3.00 A												
B	INSTRUMENTMAN	2/22/2019	02/29/2020**	3/1/2020	$3.00 A												
B	CHAINMAN/RODMAN	2/22/2019	02/29/2020**	3/1/2020	$3.00 A												
C	**GLAZIER**	2/22/2019	06/30/2019**	7/1/2019	$1.50 A	1/1/2020	$1.50 A	7/1/2020	$1.50 A	1/1/2021	$1.50 A						
	PAINTER:																
D	BRUSH AND SPRAY	2/22/2019	12/31/2019**	1/1/2020	$2.00 A												
D	METALIZING AND THERMAL SPRAY	2/22/2019	12/31/2019**	1/1/2020	$3.00 E												
F	INDUSTRIAL PAINTER	2/22/2019	12/31/2019**	1/1/2020	$2.25 G												
D	SANDBLASTER, STEAM CLEANER, WATERBLASTER	2/22/2019	12/31/2019**	1/1/2020	$2.00 A												
D	EXOTIC MATERIALS	2/22/2019	12/31/2019**	1/1/2020	$2.00 A												
D	PAPERHANGER, WALLCOVERING, LEAD ABATEMENT	2/22/2019	12/31/2019**	1/1/2020	$2.00 A												
	TAPER	2/22/2019	12/31/2019**	1/1/2020	$2.50 A	1/1/2021	$2.75 A	7/1/2021	$2.75 A								
	PLASTERER	2/22/2019	06/30/2019**	7/1/2019	$2.75 A	7/1/2020	$2.75 A										
	PLUMBER:																
	PLUMBER, PIPEFITTER, STEAMFITTER	8/22/2018	06/30/2019**	7/1/2019	$3.25 A	7/1/2020	$3.25 A										
	SPRINKLER FITTER (FIRE PROTECTION AND FIRE CONTROL SYSTEMS)	2/22/2019	07/28/2019**	7/29/2019	$3.50 A	8/3/2020	$3.50 A	8/2/2021	$3.50 A	8/1/2022	$3.50 A	7/31/2023	$3.50 A				
	ROOFER	8/22/2018	07/31/2019**	8/1/2019	$2.00 H												
	BITUMASTIC, ENAMELER, PIPE WRAPPER, COAL TAR PITCH BUILD-UP	8/22/2018	07/31/2019**	8/1/2019	$2.00 H												
	MASTIC WORKER, KETTLEMAN	8/22/2018	07/31/2019**	8/1/2019	$2.00 H												
	SHEET METAL WORKER	8/22/2018	06/30/2019**	7/1/2019	$3.25 A	6/29/2020	$3.25 A	6/28/2021	$3.50 A								
	TOTAL SHEET METAL CONTRACT OF $200,000 OR LESS	2/22/2019	06/30/2019**	7/1/2019	$2.75 A	6/29/2020	$2.75 A	6/28/2021	$3.00 A								
	SERVICE MECHANIC (TOTAL SHEET METAL CONTRACT OF $200,000 OR LESS)	2/22/2019	06/30/2019**	7/1/2019	$1.95 A	6/29/2020	$1.95 A	6/28/2021	$2.10 A								
	SERVICE TECHNICIAN (TOTAL SHEET METAL CONTRACT OF $200,000 OR LESS)	8/22/2018	06/30/2019**	7/1/2019	$1.79 A	6/29/2020	$1.79 A	6/28/2021	$1.93 A								
	AIR CONDITIONING SPECIALIST (TOTAL SHEET METAL CONTRACT OF $200,000 OR LESS)	8/22/2018	06/30/2019**	7/1/2019	$1.46 A	6/29/2020	$1.46 A	6/28/2021	$1.58 A								
	AIR CONDITIONING JOURNEYMAN (TOTAL SHEET METAL CONTRACT OF $200,000 OR LESS)	8/22/2018	06/30/2019**	7/1/2019	$1.79 A	6/29/2020	$1.79 A	6/28/2021	$1.93 A								

FOOTNOTES

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

LOCALITY: ALAMEDA COUNTY

DETERMINATION: ALA-2019-1

A THE PREDETERMINED INCREASE SHOWN IS TO BE ALLOCATED TO WAGES AND/OR EMPLOYER PAYMENTS. PLEASE CONTACT THE OFFICE OF THE DIRECTOR - RESEARCH UNIT AT (415) 703-4774 WHEN THE PREDETERMINED INCREASE BECOMES DUE TO CONFIRM THE DISTRIBUTION. PLEASE ALSO EXAMINE THE IMPORTANT NOTICES TO SEE IF ANY MODIFICATIONS HAVE BEEN ISSUED, AS THERE MAY BE REDUCTIONS TO PREDETERMINED INCREASES.

B ALL CREWS, WITHOUT CONSIDERATION TO THE NUMBER OF INDIVIDUALS IN THE CREW, SHALL INCLUDE A CHIEF OF PARTY. A CREW CONSISTS OF ONE (1) OR MORE EMPLOYEES PERFORMING FIELD AND CONSTRUCTION SURVEY WORK.

C CERTIFIED MANIPULATOR WORK SHALL RECEIVE $1.25 PER HOUR ABOVE THE BASIC WAGE RATE

D EMPLOYEES SHALL BE ENTITLED TO HIGH TIME PREMIUM WHENEVER THE WORK PERFORMED REQUIRES PERSONAL FALL RESTRAINTS TO BE WORN BY THE EMPLOYEE. THE AMOUNT OF THE PREMIUM SHALL BE AS FOLLOWS: AN ADDITIONAL $2.00 PER HOUR ABOVE BASIC HOURLY RATE WHEN WORKING OVER 50 FEET ABOVE GROUND OR WATER LEVEL, $4.00 PER HOUR WHEN WORKING FROM 100 TO 180 FEET AND $6.00 PER HOUR WHEN WORKING OVER 180 FEET. EMPLOYEES SHALL BE ENTITLED TO $2.00 PER HOUR ABOVE THE BASIC HOURLY RATE WHEN PERFORMING WORK FROM OR TO A SUSPENDED PLATFORM SUCH AS SAFESPAN, QUICKDECK OR COMPARABLE PLATFORM SYSTEMS ON BRIDGE AND OVERPASS TYPE WORK.

E $1.00 TO BASIC HOURLY RATE AND $2.00 TO BE ALLOCATED TO WAGES AND/OR EMPLOYER PAYMENTS. PLEASE CONTACT THE OFFICE OF THE DIRECTOR - RESEARCH UNIT AT (415) 703-4774 WHEN THE PREDETERMINED INCREASE BECOMES DUE TO CONFIRM THE DISTRIBUTION. PLEASE ALSO EXAMINE THE IMPORTANT NOTICES TO SEE IF ANY MODIFICATIONS HAVE BEEN ISSUED, AS THERE MAY BE REDUCTIONS TO PREDETERMINED INCREASES.

F EMPLOYEES SHALL BE ENTITLED TO HIGH TIME PREMIUM WHENEVER THE WORK PERFORMED REQUIRES PERSONAL FALL RESTRAINTS TO BE WORN BY THE EMPLOYEE. THE AMOUNT OF THE PREMIUM SHALL BE AS FOLLOWS: AN ADDITIONAL $4.00 PER HOUR WHEN WORKING FROM 100 TO 180 FEET ABOVE GROUND OR WATER LEVEL AND $6.00 PER HOUR WHEN WORKING OVER 180 FEET. EMPLOYEES SHALL BE ENTITLED TO $2.00 PER HOUR ABOVE THE BASIC HOURLY RATE WHEN PERFORMING WORK FROM OR TO A SUSPENDED PLATFORM SUCH AS SAFESPAN, QUICKDECK OR COMPARABLE PLATFORM SYSTEMS ON BRIDGE AND OVERPASS TYPE WORK.

G $0.25 TO BASIC HOURLY RATE AND $2.00 TO BE ALLOCATED TO WAGES AND/OR EMPLOYER PAYMENTS. PLEASE CONTACT THE OFFICE OF THE DIRECTOR - RESEARCH UNIT AT (415) 703-4774 WHEN THE PREDETERMINED INCREASE BECOMES DUE TO CONFIRM THE DISTRIBUTION. PLEASE ALSO EXAMINE THE IMPORTANT NOTICES TO SEE IF ANY MODIFICATIONS HAVE BEEN ISSUED, AS THERE MAY BE REDUCTIONS TO PREDETERMINED INCREASES.

H $0.55 TO H&W AND $1.45 TO BE ALLOCATED TO WAGES AND/OR EMPLOYER PAYMENTS. PLEASE CONTACT THE OFFICE OF THE DIRECTOR - RESEARCH UNIT AT (415) 703-4774 WHEN THE PREDETERMINED INCREASE BECOMES DUE TO CONFIRM THE DISTRIBUTION. PLEASE ALSO EXAMINE THE IMPORTANT NOTICES TO SEE IF ANY MODIFICATIONS HAVE BEEN ISSUED, AS THERE MAY BE REDUCTIONS TO PREDETERMINED INCREASES.

ALA-2019-1-INC

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

LOCALITY: ALAMEDA COUNTY

DETERMINATION: ALA-2019-1

	CRAFT (JOURNEY LEVEL)	ISSUE DATE	EXPIRATION DATE	EMPLOYER PAYMENTS: BASIC HOURLY RATE	HEALTH AND WELFARE	PENSION	VACATION/ HOLIDAY	TRAINING	OTHER PAYMENTS	STRAIGHT-TIME: HOURS	TOTAL HOURLY RATE	OVERTIME HOURLY RATE: DAILY	SATURDAY	SUNDAY AND HOLIDAY
#	**BRICKLAYER, BLOCKLAYER,** POINTER, CLEANER, CAULKER, WATERPROOFER (2ND SHIFT)	2/22/2019	06/30/2019**	A 56.960	9.950	12.040	B -	1.530	0.430	C 8.0	80.910	109.390	D 109.390	137.870
	POINTER, CLEANER, CAULKER, WATERPROOFER (3RD SHIFT)	2/22/2019	06/30/2019**	A 59.440	9.950	12.040	B -	1.530	0.430	C 8.0	83.390	113.110	D 113.110	142.830
#	**BRICKLAYER, BLOCKLAYER:**													
	BRICKLAYER, BLOCKLAYER, STONEMASON (2ND SHIFT)	8/22/2018	04/30/2019*	A 47.270	9.950	10.140	E 3.000	0.800	F 1.360	C 8.0	72.520	G 97.650	G 97.650	122.790
	BRICKLAYER, BLOCKLAYER, STONEMASON (3RD SHIFT)	8/22/2018	04/30/2019*	A 49.560	9.950	10.140	E 3.000	0.800	F 1.360	C 8.0	74.810	G 101.090	G 101.090	127.370
#	**ELECTRICIAN:**													
	COMM & SYSTEM INSTALLER, SECOND SHIFT	2/22/2019	11/30/2019*	44.020	11.050	H 6.400	-	1.100	I 0.260	7.5	64.370	J 87.150	J 87.150	K 109.930
	COMM & SYSTEM INSTALLER, THIRD SHIFT	2/22/2019	11/30/2019*	46.020	11.050	H 6.400	-	1.100	I 0.260	7.0	66.440	J 90.260	J 90.260	K 114.070
	COMM & SYSTEM TECH., SECOND SHIFT	2/22/2019	11/30/2019*	50.620	11.050	H 6.400	-	1.100	I 0.260	7.5	71.200	J 97.390	J 97.390	K 123.590
	COMM & SYSTEM TECH., THIRD SHIFT	2/22/2019	11/30/2019*	52.920	11.050	H 6.400	-	1.100	I 0.260	7.0	73.580	J 100.960	J 100.960	K 128.350
	INSIDE WIREMAN, 2ND SHIFT	8/22/2018	05/31/2019*	63.650	18.570	L 17.510	B -	2.070	M 1.290	N 7.5	105.000	138.110	O 171.230	K 171.230
	INSIDE WIREMAN, 3RD SHIFT	8/22/2018	05/31/2019*	71.300	19.900	L 18.760	B -	2.230	M 1.370	P 7.0	115.700	152.790	O 189.890	K 189.890
	CABLE SPLICER-WELDER, 2ND SHIFT	8/22/2018	05/31/2019*	71.610	18.570	L 17.510	B -	2.070	M 1.370	N 7.5	113.280	150.530	O 187.790	K 187.790
	CABLE SPLICER-WELDER, 3RD SHIFT	8/22/2018	05/31/2019*	80.210	19.900	L 18.760	B -	2.230	M 1.460	P 7.0	124.970	166.690	O 208.420	K 208.420
#	**FIELD SURVEYOR:**													
Q	CHIEF OF PARTY (NIGHT SHIFT)	2/22/2019	02/29/2020**	50.660	13.880	R 11.510	S 4.330	1.120	0.210	7.0	81.710	T 107.040	U 107.040	K 132.370
Q	INSTRUMENTMAN (NIGHT SHIFT)	2/22/2019	02/29/2020**	47.180	13.880	R 11.510	S 4.330	1.120	0.210	7.0	78.230	T 101.820	U 101.820	K 125.410
Q	CHAINMAN/RODMAN (NIGHT SHIFT)	2/22/2019	02/29/2020**	43.940	13.880	R 11.510	S 4.330	1.120	0.210	7.0	74.990	T 96.960	U 96.960	K 118.930
#	**MARBLE FINISHER**													
V	MARBLE FINISHER (2ND SHIFT)	8/22/2018	07/31/2019*	W 39.250	9.950	4.860	X -	0.450	0.830	8.0	55.340	Y 74.960	94.590	94.590
#	**MARBLE MASON**													
V	MARBLE MASON (2ND SHIFT)	8/22/2018	07/31/2019*	W 53.030	9.950	16.040	X -	0.800	1.090	8.0	80.910	Y 107.430	133.940	133.940
#	**PLASTERER**													
	PLASTERER: 2ND SHIFT	2/22/2019	06/30/2019**	Z 42.290	13.480	14.470	B -	1.150	1.200	AA 7.0	72.590	AB 90.790	AB 90.790	109.000
	PLASTERER: 3RD SHIFT	2/22/2019	06/30/2019**	Z 43.290	13.480	14.470	B -	1.150	1.200	AA 7.0	73.590	AB 92.290	AB 92.290	111.000
#	**SHEET METAL WORKER**													
	SHEET METAL WORKER (SPECIAL SHIFT)	8/22/2018	06/30/2019**	AC 66.200	AD 14.400	AE 28.690	B -	1.480	0.710	8.0	111.480	AF 147.870	AF 147.870	184.250
	SHEET METAL WORKER (2ND SHIFT)	8/22/2018	06/30/2019**	AC 65.020	AD 14.400	AE 28.690	B -	1.480	0.710	AG 7.5	110.300	AF 146.100	AF 146.100	181.890
	SHEET METAL WORKER (3RD SHIFT)	8/22/2018	06/30/2019**	AC 67.980	AD 14.400	AE 28.690	B -	1.480	0.710	AH 7.0	113.260	AF 150.540	AF 150.540	187.810
	TOTAL SHEET METAL CONTRACT OF $200,000 OR LESS (SPECIAL SHIFT)	8/22/2018	06/30/2019**	AC 58.090	AD 14.400	AE 27.250	B -	1.480	0.710	8.0	101.930	AF 133.860	AF 133.860	165.780
	TOTAL SHEET METAL CONTRACT OF $200,000 OR LESS (2ND SHIFT)	8/22/2018	06/30/2019**	AC 57.060	AD 14.400	AE 27.250	B -	1.480	0.710	AG 7.5	100.900	AF 132.320	AF 132.320	163.720
	TOTAL SHEET METAL CONTRACT OF $200,000 OR LESS (3RD SHIFT)	8/22/2018	06/30/2019**	AC 59.650	AD 14.400	AE 27.250	B -	1.480	0.710	AH 7.0	103.490	AF 136.200	AF 136.200	168.900
	SERVICE MECHANIC (TOTAL SHEET METAL CONTRACT OF $200,000 OR LESS) (SPECIAL SHIFT)	2/22/2019	06/30/2019**	AC 45.640	AI 13.800	AE 15.280	B -	1.380	0.710	8.0	76.810	AJ 100.890	AJ 100.890	124.950
	SERVICE MECHANIC (TOTAL SHEET METAL CONTRACT OF $200,000 OR LESS) (2ND SHIFT)	8/22/2018	06/30/2019**	AC 44.830	AI 13.800	AE 15.280	B -	1.380	0.710	AG 7.5	76.000	AJ 99.670	AJ 99.670	123.330

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

LOCALITY: ALAMEDA COUNTY
DETERMINATION: ALA-2019-1

	CRAFT (JOURNEY LEVEL)	ISSUE DATE	EXPIRATION DATE	EMPLOYER PAYMENTS: BASIC HOURLY RATE	HEALTH AND WELFARE	PENSION	VACATION/ HOLIDAY	TRAINING	OTHER PAYMENTS	STRAIGHT-TIME: HOURS	TOTAL HOURLY RATE	OVERTIME HOURLY RATE: DAILY	SATURDAY	SUNDAY AND HOLIDAY
	SERVICE MECHANIC (TOTAL SHEET METAL CONTRACT OF $200,000 OR LESS) (3RD SHIFT)	2/22/2019	06/30/2019**	AC 46.860	AI 13.800	AE 15.280	B -	1.380	0.710	AH 7.0	78.030	AJ 102.720	AJ 102.720	127.390
	SERVICE TECHNICIAN (TOTAL SHEET METAL CONTRACT OF $200,000 OR LESS) (SPECIAL SHIFT)	8/22/2018	06/30/2019**	AC 41.100	AI 13.800	AE 10.010	B -	1.380	0.710	8.0	67.000	AJ 88.350	AJ 88.350	109.700
	SERVICE TECHNICIAN (TOTAL SHEET METAL CONTRACT OF $200,000 OR LESS) (2ND SHIFT)	8/22/2018	06/30/2019**	AC 40.370	AI 13.800	AE 10.010	B -	1.380	0.710	AG 7.5	66.270	AJ 87.260	AJ 87.260	108.240
	SERVICE TECHNICIAN (TOTAL SHEET METAL CONTRACT OF $200,000 OR LESS) (3RD SHIFT)	8/22/2018	06/30/2019**	AC 42.210	AI 13.800	AE 10.010	B -	1.380	0.710	AH 7.0	68.110	AJ 90.020	AJ 90.020	111.920
	AIR CONDITIONING SPECIALIST (TOTAL SHEET METAL CONTRACT OF $200,000 OR LESS) (SPECIAL SHIFT)	8/22/2018	06/30/2019**	AC 36.310	AI 13.800	AE 4.750	B -	1.360	0.710	8.0	56.930	AF 75.600	AF 75.600	94.260
	AIR CONDITIONING SPECIALIST (TOTAL SHEET METAL CONTRACT OF $200,000 OR LESS) (2ND SHIFT)	8/22/2018	06/30/2019**	AC 35.660	AI 13.800	AE 4.750	B -	1.360	0.710	AG 7.5	56.280	AF 74.620	AF 74.620	92.960
	AIR CONDITIONING SPECIALIST (TOTAL SHEET METAL CONTRACT OF $200,000 OR LESS) (3RD SHIFT)	8/22/2018	06/30/2019**	AC 37.280	AI 13.800	AE 4.750	B -	1.360	0.710	AH 7.0	57.900	AF 77.050	AF 77.050	96.200
	AIR CONDITIONING JOURNEYMAN (TOTAL SHEET METAL CONTRACT OF $200,000 OR LESS) (SPECIAL SHIFT)	8/22/2018	06/30/2019**	AC 42.490	AD 13.800	AE 10.290	B -	1.360	0.710	8.0	68.650	AF 90.650	AF 90.650	112.640
	AIR CONDITIONING JOURNEYMAN (TOTAL SHEET METAL CONTRACT OF $200,000 OR LESS) (2ND SHIFT)	8/22/2018	06/30/2019**	AC 41.730	AD 13.800	AE 10.290	B -	1.360	0.710	AG 7.5	67.890	AF 89.510	AF 89.510	111.120
	AIR CONDITIONING JOURNEYMAN (TOTAL SHEET METAL CONTRACT OF $200,000 OR LESS) (3RD SHIFT)	8/22/2018	06/30/2019**	AC 43.630	AD 13.800	AE 10.290	B -	1.360	0.710	AH 7.0	69.790	AF 92.360	AF 92.360	114.920
#	**TERRAZZO FINISHER**													
AK	TERRAZZO FINISHER, 2ND SHIFT	8/22/2018	06/30/2019*	AL 41.180	9.950	5.740	B -	0.800	0.920	8.0	58.590	AF 76.940	AF 76.940	95.290
AK	TERRAZZO FINISHER, 3RD SHIFT	8/22/2018	06/30/2019*	AL 41.180	9.950	5.740	B -	0.800	0.920	8.0	58.590	AF 76.940	AF 76.940	95.290
#	**TERRAZZO WORKER**													
AK	TERRAZZO WORKER, 2ND SHIFT	8/22/2018	06/30/2019*	AL 53.900	9.950	15.040	B -	0.800	1.110	8.0	80.800	AF 104.810	AF 104.810	128.820
AK	TERRAZZO WORKER, 3RD SHIFT	8/22/2018	06/30/2019*	AL 53.900	9.950	15.040	B -	0.800	1.110	8.0	80.800	AF 104.810	AF 104.810	128.820
#	**TILE FINISHER**													
	TILE FINISHER, 2ND SHIFT	8/22/2018	03/31/2019*	AM 31.560	9.380	5.220	1.000	0.820	1.000	8.0	48.980	62.760	C 62.760	76.540
	TILE FINISHER - RED CIRCLED FINISHER, 2ND SHIFT	8/22/2018	03/31/2019*	AM 37.440	9.380	5.840	1.500	0.820	1.070	8.0	56.050	72.770	C 72.770	89.490
#	**TILE SETTER**													
	TILE SETTER, 2ND SHIFT	8/22/2018	03/31/2019*	AM 50.270	9.380	7.070	2.500	1.170	1.670	8.0	72.060	94.690	C 94.690	117.330

FOOTNOTES

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

LOCALITY: ALAMEDA COUNTY

DETERMINATION: ALA-2019-1

*	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.
**	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.
#	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.
&	THE BASIC HOURLY RATE AND EMPLOYER PAYMENTS ARE NOT TAKEN FROM A COLLECTIVE BARGAINING AGREEMENT FOR THIS CRAFT OR CLASSIFICATION.
A	INCLUDES AMOUNT WITHHELD FOR DUES CHECK OFF.
B	INCLUDED IN STRAIGHT-TIME HOURLY RATE.
C	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.
D	RATE APPLIES TO THE FIRST 8 HOURS WORKED ON SATURDAY. ALL OTHER HOURS ARE PAID AT THE SUNDAY/HOLIDAY RATE.
E	VACATION IS FACTORED AT THE APPLICABLE OVERTIME MULTIPLIER
F	INCLUDES AMOUNT FOR INDUSTRY PROMOTION FUND, INTERNATIONAL MASONRY INSTITUTE, LABOR MANAGEMENT COOPERATION COMMITTEE, AND VACATION TRUST FUND.
G	RATE APPLIES TO THE FIRST 2 DAILY OVERTIME HOURS AND THE FIRST 10 HOURS ON SATURDAY; ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME HOURLY RATE.
H	IN ADDITION, AN AMOUNT EQUAL TO 3% OF THE BASIC HOURLY RATE IS ADDED TO THE TOTAL HOURLY RATE AND OVERTIME HOURLY RATES FOR THE NATIONAL EMPLOYEES BENEFIT BOARD.
I	IN ADDITION, AN AMOUNT EQUAL TO 0.5% OF THE BASIC HOURLY RATE, WHICH IS FACTORED AT THE APPLICABLE OVERTIME MULTIPLIER, IS ADDED TO THE TOTAL HOURLY RATE AND OVERTIME HOURLY RATES.
J	RATE APPLIES TO THE FIRST 4 DAILY OVERTIME HOURS AND THE FIRST 8 HOURS WORKED ON SATURDAY. ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME RATE.
K	DISREGARD THIS RATE. USE THE SUNDAY AND HOLIDAY NON-SHIFT DIFFERENTIAL RATE FOR THIS CLASSIFICATION AS PUBLISHED IN THE DIRECTOR'S GENERAL PREVAILING WAGE DETERMINATIONS.
L	IN ADDITION, AN AMOUNT EQUAL TO 3% OF THE BASIC HOURLY RATE IS ADDED TO THE TOTAL HOURLY RATE AND OVERTIME HOURLY RATES FOR THE NATIONAL EMPLOYEES BENEFIT BOARD. 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.
M	INCLUDES AN AMOUNT (1.05% OF THE BASIC HOURLY RATE) FOR THE CONTRACT ADMINISTRATION FUND, WHICH IS FACTORED AT THE APPLICABLE OVERTIME MULTIPLIER.
N	8 HOURS PAY FOR 7.5 HOURS WORKED AT THE STRAIGHT TIME BASIC HOURLY RATE
O	DISREGARD THIS RATE. USE THE SATURDAY NON-SHIFT DIFFERENTIAL RATE FOR THIS CLASSIFICATION AS PUBLISHED IN THE DIRECTOR'S GENERAL PREVAILING WAGE DETERMINATIONS.
P	8 HOURS PAY FOR 7 HOURS WORKED AT THE STRAIGHT TIME BASIC HOURLY RATE.
Q	ALL CREWS, WITHOUT CONSIDERATION TO THE NUMBER OF INDIVIDUALS IN THE CREW, SHALL INCLUDE A CHIEF OF PARTY. A CREW CONSISTS OF ONE (1) OR MORE EMPLOYEES PERFORMING FIELD AND CONSTRUCTION SURVEY WORK.
R	INCLUDES AN AMOUNT PER HOUR WORKED FOR ANNUITY TRUST FUND.
S	INCLUDES AN AMOUNT PER HOUR WORKED FOR SUPPLEMENTAL DUES.
T	DISREGARD THIS RATE. FOR THE FIRST 4 DAILY OVERTIME HOURS, SUNDAY NIGHT THROUGH THURSDAY NIGHT, USE THE DAILY OVERTIME NON-SHIFT DIFFERENTIAL RATE FOR THIS CLASSIFICATION. ALL OTHER OVERTIME IS PAID AT THE SUNDAY AND HOLIDAY NON-SHIFT DIFFERENTIAL RATE. IN THE EVENT IT IS NOT REASONABLY POSSIBLE TO COMPLETE 35 HOURS OF WORK ON A 7 HOUR DAY, SUNDAY NIGHT THROUGH THURSDAY NIGHT, THE BALANCE OF THE 35 HOURS, UP TO 7 HOURS, MAY BE WORKED ON FRIDAY NIGHT AT THE STRAIGHT-TIME RATE.
U	DISREGARD THIS RATE. FOR THE FIRST 12 HOURS OF WORK ON SATURDAY, USE THE SATURDAY NON-SHIFT DIFFERENTIAL RATE. FOR ALL HOURS AFTER THE FIRST 12 HOURS WORKED ON SATURDAY, USE THE SUNDAY AND HOLIDAY NON-SHIFT DIFFERENTIAL RATE.
V	EMPLOYEES WORKING ON ANY SUSPENDED PLATFORM/SCAFFFOLD SHALL BE PAID AN ADDITIONAL $20.00 PER DAY ABOVE THE WAGE RATE.
W	INCLUDES AN AMOUNT FOR DUES CHECK-OFF AND VACATION/HOLIDAY WHICH ARE FACTORED INTO OVERTIME RATES.
X	INCLUDED IN BASIC HOURLY RATE.
Y	RATE APPLIES TO FIRST 2 OVERTIME HOURS MONDAY THROUGH FRIDAY; ALL OTHER OVERTIME IS PAID AT THE DOUBLE TIME RATE.
Z	INCLUDE AMOUNTS WITHHELD FOR DUES CHECK OFF AND VACATION WHICH IS NOT FACTORED INTO OVERTIME. EMPLOYEES OPERATING AND WORKING BEHIND PLASTER GUNS SHALL RECEIVE AN ADDITIONAL $5.00 PER DAY ABOVE THE WAGE RATE. EMPLOYEES WORKING ON AN EXTERIOR SUSPENDED SCAFFOLD SHALL BE PAID AN ADDITIONAL $10.00 PER DAY ABOVE THE WAGE RATE.
AA	8 HOURS PAY FOR 7 HOURS WORKED AT STRAIGHT-TIME BASIC HOURLY RATE. SATURDAYS 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.
AB	RATE APPLIES TO THE FIRST 2 OVERTIME HOURS MONDAY THROUGH FRIDAY AND THE FIRST 7 HOURS ON SATURDAYS AND DESIGNATED DAYS OFF. ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME RATE.
AC	INCLUDES AMOUNT FOR VAC/HOL AND DUES CHECK OFF.

LOCALITY: ALAMEDA COUNTY

DETERMINATION: ALA-2019-1

AD INCLUDES SMOHIT AND SHC. EFFECTIVE 1/1/2013, 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.

AE INCLUDES AN AMOUNT FOR PENSION WHICH IS FACTORED AT THE APPLICABLE OVERTIME MULTIPLIER. 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.

AF 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 AND HOLIDAY OVERTIME HOURLY RATE.

AG 8 HOURS PAY AT THE STRAIGHT TIME TOTAL HOURLY RATE FOR 7.5 HOURS WORKED

AH 8 HOURS PAY AT THE STRAIGHT TIME TOTAL HOURLY RATE FOR 7 HOURS WORKED

AI INCLUDES SHC. EFFECTIVE 1/1/2013, 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.

AJ RATE APPLIES TO FIRST 4 DAILY OVERTIME HOURS AND THE FIRST 8 HOURS WORKED ON SATURDAY DURING THE EMPLOYEES NORMAL WORKING HOURS. ALL OTHER OVERTIME HOURS SHALL BE PAID AT THE SUNDAY AND HOLIDAY DOUBLE TIME RATE.

AK THE RATIO OF TERRAZZO FINISHER HOURS TO TERRAZZO WORKER HOURS SHALL NOT EXCEED TWO (2) TO ONE (1).

AL INCLUDES AN AMOUNT FOR VACATION/DUES CHECK OFF WHICH IS NOT FACTORED IN THE OVERTIME RATES.

AM INCLUDES AMOUNT WITHHELD FOR DUES CHECK OFF, WHICH IS FACTORED IN THE OVERTIME RATES. INCLUDES AN AMOUNT OF PREMIUM RATE PER HOUR ABOVE THE REGULAR STRAIGHT-TIME RATE, WHICH IS NOT FACTORED IN THE OVERTIME RATES. ANY EMPLOYEE WORKING UNDERGROUND SHALL RECEIVE $1.00 PER HOUR IN ADDITION TO REGULAR WAGES.

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/DPREWAGEDETERMINATION.HTM. HOLIDAY PROVISIONS FOR CURRENT OR SUPERSEDED DETERMINATIONS MAY BE OBTAINED BY CONTACTING THE OFFICE OF THE DIRECTOR - RESEARCH UNIT AT (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: IN ACCORDANCE WITH LABOR CODE SECTIONS 1773.1 AND 1773.9, CONTRACTORS SHALL MAKE TRAVEL AND/OR SUBSISTENCE PAYMENTS TO EACH WORKER TO EXECUTE THE WORK. YOU MAY OBTAIN THE TRAVEL AND/OR SUBSISTENCE PROVISIONS FOR THE CURRENT DETERMINATIONS ON THE INTERNET @ HTTP://WWW.DIR.CA.GOV/OPRL/DPREWAGEDETERMINATION.HTM. TRAVEL AND/OR SUBSISTENCE REQUIREMENTS FOR CURRENT OR SUPERSEDED DETERMINATIONS MAY BE OBTAINED FROM THE OFFICE OF THE DIRECTOR - RESEARCH UNIT AT (415) 703-4774.

GENERAL PREVAILING WAGE DETERMINATION MADE AY THE DIRECTOR OF INDUSTRIAL RELATIONS

PURSUANT TO CALIFORNIA LAAOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

FOR COMMERCIAL AUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

LOCALITY: ALAMEDA COUNTY

DETERMINATION: ALA-2019-1

				INCREASE 1			INCREASE 2			INCREASE 3			INCREASE 4			INCREASE 5			INCREASE 6			INCREASE 7	
	CRAFT (JOURNEY LEVEL)	ISSUE DATE	EXPIRATION DATE	DATE OF NEXT CHANGE	AMOUNT OF INCREASE		DATE OF NEXT CHANGE	AMOUNT OF INCREASE		DATE OF NEXT CHANGE	AMOUNT OF INCREASE		DATE OF NEXT CHANGE	AMOUNT OF INCREASE		DATE OF NEXT CHANGE	AMOUNT OF INCREASE		DATE OF NEXT CHANGE	AMOUNT OF INCREASE		DATE OF NEXT CHANGE	AMOUNT OF INCREASE	
	BRICKLAYER, BLOCKLAYER,																						
	POINTER, CLEANER, CAULKER, WATERPROOFER (2ND SHIFT)	2/22/2019	06/30/2019**	7/1/2019	$2.50	A	7/1/2020	$2.50	A	7/1/2021	$2.50	A	7/1/2022	$2.50	A									
	POINTER, CLEANER, CAULKER, WATERPROOFER (3RD SHIFT)	2/22/2019	06/30/2019**	7/1/2019	$2.50	A	7/1/2020	$2.50	A	7/1/2021	$2.50	A	7/1/2022	$2.50	A									
	FIELD SURVEYOR:																						
B	CHIEF OF PARTY (NIGHT SHIFT)	2/22/2019	02/29/2020**	3/1/2020	$3.00	A																	
B	INSTRUMENTMAN (NIGHT SHIFT)	2/22/2019	02/29/2020**	3/1/2020	$3.00	A																	
B	CHAINMAN/RODMAN (NIGHT SHIFT)	2/22/2019	02/29/2020**	3/1/2020	$3.00	A																	
	PLASTERER																						
	PLASTERER: 2ND SHIFT	2/22/2019	06/30/2019**	7/1/2019	$2.75	A	7/1/2020	$2.75	A														
	PLASTERER: 3RD SHIFT	2/22/2019	06/30/2019**	7/1/2019	$2.75	A	7/1/2020	$2.75	A														
	SHEET METAL WORKER																						
	SHEET METAL WORKER (SPECIAL SHIFT)	8/22/2018	06/30/2019**	7/1/2019	$3.25	A	6/29/2020	$3.25	A	6/28/2021	$3.50	A											
	SHEET METAL WORKER (2ND SHIFT)	8/22/2018	06/30/2019**	7/1/2019	$3.25	A	6/29/2020	$3.25	A	6/28/2021	$3.50	A											
	SHEET METAL WORKER (3RD SHIFT)	8/22/2018	06/30/2019**	7/1/2019	$3.25	A	6/29/2020	$3.25	A	6/28/2021	$3.25	A											
	TOTAL SHEET METAL CONTRACT OF $200,000 OR LESS (SPECIAL SHIFT)	8/22/2018	06/30/2019**	7/1/2019	$2.75	A	6/29/2020	$2.75	A	6/28/2021	$3.00	A											
	TOTAL SHEET METAL CONTRACT OF $200,000 OR LESS (2ND SHIFT)	8/22/2018	06/30/2019**	7/1/2019	$2.75	A	6/29/2020	$2.75	A	6/28/2021	$3.00	A											
	TOTAL SHEET METAL CONTRACT OF $200,000 OR LESS (3RD SHIFT)	8/22/2018	06/30/2019**	7/1/2019	$2.75	A	6/29/2020	$2.75	A	6/28/2021	$3.00	A											
	SERVICE MECHANIC (TOTAL SHEET METAL CONTRACT OF $200,000 OR LESS) (SPECIAL SHIFT)	2/22/2019	06/30/2019**	7/1/2019	$1.95	A	6/29/2020	$1.95	A	6/28/2021	$2.10	A											
	SERVICE MECHANIC (TOTAL SHEET METAL CONTRACT OF $200,000 OR LESS) (2ND SHIFT)	8/22/2018	06/30/2019**	7/1/2019	$1.95	A	6/29/2020	$1.95	A	6/28/2021	$2.10	A											
	SERVICE MECHANIC (TOTAL SHEET METAL CONTRACT OF $200,000 OR LESS) (3RD SHIFT)	2/22/2019	06/30/2019**	7/1/2019	$1.95	A	6/29/2020	$1.95	A	6/28/2021	$2.10	A											
	SERVICE TECHNICIAN (TOTAL SHEET METAL CONTRACT OF $200,000 OR LESS) (SPECIAL SHIFT)	8/22/2018	06/30/2019**	7/1/2019	$1.79	A	6/29/2020	$1.79	A	6/28/2021	$1.93	A											
	SERVICE TECHNICIAN (TOTAL SHEET METAL CONTRACT OF $200,000 OR LESS) (2ND SHIFT)	8/22/2018	06/30/2019**	7/1/2019	$1.79	A	6/29/2020	$1.79	A	6/28/2021	$1.93	A											
	SERVICE TECHNICIAN (TOTAL SHEET METAL CONTRACT OF $200,000 OR LESS) (3RD SHIFT)	8/22/2018	06/30/2019**	7/1/2019	$1.79	A	6/29/2020	$1.79	A	6/28/2021	$1.93	A											
	AIR CONDITIONING SPECIALIST (TOTAL SHEET METAL CONTRACT OF $200,000 OR LESS) (SPECIAL SHIFT)	8/22/2018	06/30/2019**	7/1/2019	$1.46	A	6/29/2020	$1.46	A	6/28/2021	$1.58	A											
	AIR CONDITIONING SPECIALIST (TOTAL SHEET METAL CONTRACT OF $200,000 OR LESS) (2ND SHIFT)	8/22/2018	06/30/2019**	7/1/2019	$1.46	A	6/29/2020	$1.46	A	6/28/2021	$1.58	A											
	AIR CONDITIONING SPECIALIST (TOTAL SHEET METAL CONTRACT OF $200,000 OR LESS) (3RD SHIFT)	8/22/2018	06/30/2019**	7/1/2019	$1.46	A	6/29/2020	$1.46	A	6/28/2021	$1.58	A											

AIR CONDITIONING JOURNEYMAN (TOTAL SHEET METAL CONTRACT OF $200,000 OR LESS) (SPECIAL SHIFT)	8/22/2018	06/30/2019**	7/1/2019	$1.79	A	6/29/2020	$1.79	A	6/28/2021	$1.93	A							
AIR CONDITIONING JOURNEYMAN (TOTAL SHEET METAL CONTRACT OF $200,000 OR LESS) (2ND SHIFT)	8/22/2018	06/30/2019**	7/1/2019	$1.79	A	6/29/2020	$1.79	A	6/28/2021	$1.93	A							
AIR CONDITIONING JOURNEYMAN (TOTAL SHEET METAL CONTRACT OF $200,000 OR LESS) (3RD SHIFT)	8/22/2018	06/30/2019**	7/1/2019	$1.79	A	6/29/2020	$1.79	A	6/28/2021	$1.93	A							
FOOTNOTES																		

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

LOCALITY: ALAMEDA COUNTY

DETERMINATION: ALA-2019-1

A THE PREDETERMINED INCREASE SHOWN IS TO BE ALLOCATED TO WAGES AND/OR EMPLOYER PAYMENTS. PLEASE CONTACT THE OFFICE OF THE DIRECTOR - RESEARCH UNIT AT (415) 703-4774 WHEN THE PREDETERMINED INCREASE BECOMES DUE TO CONFIRM THE DISTRIBUTION. PLEASE ALSO EXAMINE THE IMPORTANT NOTICES TO SEE IF ANY MODIFICATIONS HAVE BEEN ISSUED, AS THERE MAY BE REDUCTIONS TO PREDETERMINED INCREASES.

B ALL CREWS, WITHOUT CONSIDERATION TO THE NUMBER OF INDIVIDUALS IN THE CREW, SHALL INCLUDE A CHIEF OF PARTY. A CREW CONSISTS OF ONE (1) OR MORE EMPLOYEES PERFORMING FIELD AND CONSTRUCTION SURVEY WORK.

ALA-2019-1-INC

Exhibit 'B'

CERTIFIED PAYROLL AND PREVAILING WAGES FORMS

Contractor's Certification Concerning Labor Standards and Prevailing Wage Requirements

Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements

Certification of Bidder Regarding Section 3 and Segregated Facilities

Certification of Proposed Subcontractor Regarding Section 3 and Segregated Facilities

Certification of Understanding and Authorization

Certification for Applicable Fringe Benefit Payments

Authorization for Deductions

EXHIBIT B: Certified Payroll Forms

CITY OF ALAMEDA
PUBLIC WORKS DEPARTMENT

CONTRACTOR'S CERTIFICATION
CONCERNING LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS

(Appropriate Recipient):	DATE
c/o	PROJECT NUMBER (if any)
	PROJECT NAME

1. The undersigned, having executed a contract with _____ _____ for the construction of the above-identified project acknowledges that:

   (a) The Labor Standards provisions are included in the aforesaid contract;

   (b) Correction of any infractions of the aforesaid conditions, including infractions any of his subcontractors and Any lower tier subcontractor, is his responsibility.

2. He certifies that:

   (a) Neither he nor any firm, partnership or association in which he has substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary Labor, part 5 (29 CFR, Part 5) or pursuant to Section 3(a) of the Davis-Bacon Act as amended (40 U.SC. 276u-2(a)).

   (b) No part of the aforementioned contract has been or will be subcontracted to any subcontractor if such subcontractor or any firm, corporation, partnership or association in which such subcontractor has a substantial interest is designated an ineligible contractor pursuant to any of the aforementioned regulatory or statutory provisions.

He agrees to obtain and forward to the aforementioned recipient within ten days after the execution of any subcontract, including those executed by his subcontractors and any lower tier subcontractors, a Subcontractor's Certification Concerning Labor Standards at Prevailing Wage Requirements executed by the subcontractors.

He certified that:

(a) The legal name and the business address of the undersigned are:

(b) The undersigned is:

(1) A SINGLE PROPRIETORSHIP (3) A CORPORATION ORGANIZED IN THE STATE OF

(2) A PARTNERSHIP (4) OTHER ORGANIZATION (Describe)

(c) The name, title and address of the owner, partners or officers of the undersigned are:

NAME		ADDRESS

(d) The names and address of all other persons, both natural and corporate, having a substantial interest in the undersigned, and the nature of the interest are (if none, so state):		
NAME	TITLE	ADDRESS
(e) The names, address and trade classification of all other building construction contractors in which the undersigned; has a substantial interest are (if none, so state):		
NAME	TITLE	ADDRESS

Date:_____

(Contractor)

By _____

WARNING

U.S. Criminal Code, Section 1010, Title 18, U.S. C. Provides in part "Whoever .....makes, passes, utters, or publishes any statement, knowing the same to be false .....shall be fined not more than $5,000 or imprisoned not more than two years or both."

EXHIBIT B: Certified Payroll Forms

CITY OF ALAMEDA
PUBLIC WORKS DEPARTMENT

SUBCONTRACTOR'S CERTIFICATION
CONCERNING LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS

(Appropriate Recipient):	DATE
c/o	PROJECT NUMBER (if any)
	PROJECT NAME

1. The undersigned, having executed a contract with _____ _____ for _____ in the amount of $_____ In the construction of the above-identified project, certifies that:

   (a) The Labor Standards provisions of the contract for construction are included in the aforesaid contract;

   (b) Neither he nor any firm, partnership or association in which he has substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary Labor, part 5 (29 CFR, Part 5) or pursuant to Section 3(a) of the Davis-Bacon Act as amended (40 U.SC. 276u-2(a)).

   (c) No part of the aforementioned contract has been or will be subcontracted to any subcontractor if such subcontractor or any firm, corporation, partnership or association in which such subcontractor has a substantial interest is designated an ineligible contractor pursuant to any of the aforementioned regulatory or statutory provisions.

2. He agrees to obtain and forward to the aforementioned recipient within ten days after the execution of any subcontract, including those executed by his subcontractors and any lower tier subcontractors, a Subcontractor's Certification Concerning Labor Standards at Prevailing Wage Requirements executed by the subcontractors.

   (a) The workmen will report for duty on or about _____(date).

3. He certifies that:

   (a) The legal name and the business address of the undersigned are:

   (b) The undersigned is:

   (1) A SINGLE PROPRIETORSHIP (3) A CORPORATION ORGANIZED IN THE STATE OF

   (2) A PARTNERSHIP (4) OTHER ORGANIZATION (Describe)

   (c) The name, title and address of the owner, partners or officers of the undersigned are:

NAME		ADDRESS

(d) The names and address of all other persons, both natural and corporate, having a substantial interest in the undersigned, and the nature of the interest are (if none, so state):		
NAME	TITLE	ADDRESS
(e) The names, address and trade classification of all other building construction contractors in which the undersigned, has a substantial interest are (if none, so state):		
NAME	TITLE	ADDRESS

Date:_____ _____

(Contractor)

By _____

WARNING

U.S. Criminal Code, Section 1010, Title 18, U.S. C. Provides in part "Whoever .....makes, passes, utters, or publishes any statement, knowing the same to be false .....shall be fined not more than $5,000 or imprisoned not more than two years or both."

EXHIBIT B

CERTIFICATION OF BIDDER REGARDING SECTION 3
AND SEGREGATED FACILITIES

Name of Prime Contractor	Project Name and Number

The undersigned hereby certified that:

(a) Section 3 provisions are included in the Contract.

(b) A written Section 3 plan was prepared and submitted as part of the bid proceedings (if bid equals or exceeds $10,000).

(c) No segregated facilities will be maintained.

Name
Name and Title of Signer (Print or Type)

Signature	Date

EXHIBIT B

CERTIFICATION OF PROPOSED SUBCONTRACTOR REGARDING
SECTION 3 AND SEGREGATED FACILITIES

Name of Sub Contractor | Project Name and Number

The undersigned hereby certified that:

(a) Section 3 provisions are included in the Contract.

(b) A written Section 3 plan was prepared and submitted as part of the bid proceedings (if bid equals or exceeds $10,000).

(c) No segregated facilities will be maintained, as required by Title VI of the Civil Right Act of 1964.

Name
Name and Title of Signer (Print or Type)

Signature | Date

EXHIBIT B

CERTIFICATION OF UNDERSTANDING AND AUTHORIZATION

Project Name: _____

Project Number: _____

This is to certify that the principals, and the authorized payroll officer, below, have read and understand the Minutes of the Preconstruction Conference and the labor standards clauses pertaining to the subject project.

The following person(s) is designated as the payroll officer for the undersigned and is authorized to sign the Statement of Compliance which will accompany our weekly certified payroll reports for this project:

_____
Designated Payroll Officer (Name)

_____
Designated Payroll Officer (Signature)

_____
Authorized by (Contractor/Subcontractor)

_____
(Signature)

_____
(Title)

_____
(IRS) Employer Identification Number

_____
(Date)

EXHIBIT B

CERTIFICATION FOR APPLICABLE FRINGE BENEFIT PAYMENTS

Project Name: _____
Project Number: _____

Classification/ Fringe Benefits Provided	Name, Address and Telephone Number of Plan/Fund/Program
1. Health and Welfare	
Pension	
Vacation	
Apprenticeship/Training	
2. Health and Welfare	
Pension	
Vacation	
Apprenticeship/Training	
3. Health and Welfare	
Pension	
Vacation	
Apprenticeship/Training	

OR: (Check if applicable)

_____ I certify that I do not make payments to approved fringe benefit plans, funds or programs.

_____ Contractor/Subcontractor	By _____ Signature
_____ Date	Title

EXHIBIT B

AUTHORIZATION FOR DEDUCTIONS

The undersigned authorized deductions, as noted, to be made from their wages. It is understood that these deductions: (a) are in the interest of the employee; (b) is not a condition of employment; (c) there is no direct or indirect financial benefit accruing to the employer; and (d) it is not otherwise forbidden by law.

Employee's Name	Employee's Signature	Date	Deduction

Signature of Authorized Representative of Employee

Authorized Representative's Name and Title

Date

Exhibit 'C'

BID PROPOSAL (BID BOOK)
FOR REPAIR & RESURFACING
OF
OTIS DRIVE, FROM PARK STREET TO BROADWAY, AND
PACIFIC AVENUE FROM MAIN STREET TO FOURTH STREET

P.W. # 03-15-02

FEDERAL AID PROJECT #STPL-5014(041)

Includes:

Exhibit 12-H – BID

List of Subcontractors (includes Exhibit 12-B, Bidder's List of Subcontractors (DBE and Non-DBE)

Equal Employment Opportunity Certification

Public Contract Code Section 10285.1 Statement

Public Contract Code Section 10162 Questionnaire

Public Contract Code Section 10232 Statement

Non-Collusion Affidavit

Debarment and Suspension Certification

Nonlobbying Certification for Federal-Aid Contracts

Disclosure of Lobbying Activities

Instructions for Completion of SF-LLL, Disclosure of Lobbying Activities

Addenda

Bidder's Bond

Exhibit 15-G, Local Agency Bidder DBE Commitment (Construction Contracts) Form

Exhibit 15-H, DBE Information – Good Faith Efforts Form

City of Alameda Sample Agreement with FHWA-1273

Payment Bond

Performance Bond

EXHIBIT 12-H

CITY OF ALAMEDA
IN THE COUNTY OF ALAMEDA, STATE OF CALIFORNIA
DEPARTMENT OF PUBLIC WORKS

BID

FOR

REPAIR & RESURFACING OF OTIS DRIVE, FROM PARK STREET TO BROADWAY AND PACIFIC AVENUE, FROM MAIN STREET TO FOURTH STREET
No. P.W. 03-15-02
FEDERAL AID PROJECT No. STPL-5014(041)

IN

the City of Alameda, CA 94501

Notice to bidders and Special Provisions dated: March 7, 2019
Project Plans approved: March 7, 2019
Standard Specifications dated: _____
Standard Plans dated: _____

Contract P.W. No. 03-15-02

Federal Aid Project No. STPL-5014(041)

Bid Opening Date: March 27, 2019 at 3:01 p.m.

PROPOSAL TO THE CITY OF ALAMEDA

DEPARTMENT OF PUBLIC WORKS

CONTRACT NO. - 03-15-02

NAME OF BIDDER _____

BUSINESS P.O. BOX _____

CITY, STATE, ZIP _____

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 Current California Department of Transportation Standard Plans, Standard Specifications, and the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished.

The special provisions for the work to be done are dated (Insert advertisement date) and are entitled:

CITY OF ALAMEDA
DEPARTMENT OF PUBLIC WORKS
NOTICE TO CONTRACTORS AND SPECIAL PROVISIONS FOR

Repair & resurfacing of Otis drive, from Park Street to Broadway and Pacific Avenue, from Main Street to Fourth Street.

IN

Alameda, CA 94501

The project plans for the work to be done were approved _____ and are entitled:

CITY OF ALAMEDA
DEPARTMENT OF PUBLIC WORKS
PROJECT PLANS FOR

Repair & resurfacing of Otis drive, from Park Street to Broadway and Pacific Avenue, from Main Street to Fourth Street.

IN

Alameda, CA 94501

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 of 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 *CITY OF ALAMEDA*'s Final Estimate of cost.

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. Cents 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 *CITY OF ALAMEDA*, and that discretion will be exercised in the manner deemed by the *CITY OF ALAMEDA* to best protect the public interest in the prompt and economical completion of the work. The decision of the *CITY OF ALAMEDA* respecting the amount of a bid, or the existence or treatment of an irregularity in a bid, shall be final.

If this proposal shall be accepted and the undersigned shall fail to enter into the contract and furnish the 2 bonds in the sums required by the State Contract Act, with surety satisfactory to the *CITY OF ALAMEDA* within 8 days, not including Saturdays, Sundays and legal holidays, after the bidder has received notice from the *CITY OF ALAMEDA* that the contract has been awarded, the *CITY OF ALAMEDA* 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 *CITY OF ALAMEDA*.

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 *CITY OF ALAMEDA* 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:

BID ITEM LIST

ITEM NO.	ITEM DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
1	CONSTRUCTION SITE MANAGEMENT	LS	1		
2	WATER POLLUTION CONTROL PROGRAM	LS	1		
3	ADJUST SURVEY MONUMENT	EA	2		
4	TRAFFIC CONTROL SYSTEMS	LS	1		
5	REMOVE THERMOPLASTIC / PAINTED TRAFFIC STRIPE	LF	1,000		
6	REMOVE THERMOPLASTIC PAINTED PAVEMENT MARKINGS	SF	1,300		
7	REMOVE 12" WIDE STRIP THERMOPLASTIC	LF	2,300		
8	ADJUST MANHOLE TO GRADE	EA	21		
9	COLD PLANE AC PAVEMENT, FULL PLANE	SY	9,800		
10	COLD PLANE AC PAVEMENT, WEDGE PLANE	LF	2,900		
11	REMOVE CONCRETE (CURB, GUTTER, SIDEWALK, DRIVEWAY, CURB RAMP)	CY	100		
12	REPLACE ASPHALT CONCRETE SURFACING	CY	900		
13	HOT MIX ASPHALT	TON	2,500		
14	INSTALL CONCRETE (CURB, GUTTER, SIDEWALK, DRIVEWAY, CURB RAMP)	CY	100		
15	DETECTABLE WARNINGS	SF	660		
16	DETAIL 22, THERMOPLASTIC TRAFFIC STRIPE	LF	350		
17	DETAIL 21, THERMOPLASTIC TRAFFIC STRIPE	LF	40		
18	DETAIL 27B, THERMOPLASTIC TRAFFIC STRIPE	LF	250		
19	DETAIL 28, THERMOPLASTIC TRAFFIC STRIPE	LF	180		

20	DETAIL 38, THERMOPLASTIC TRAFFIC STRIPE	LF	560		
21	DETAIL 39, THERMOPLASTIC TRAFFIC STRIPE	LF	50		
22	DETAIL 40, THERMOPLASTIC TRAFFIC STRIPE	LF	155		
23	DETAIL 40A, THERMOPLASTIC TRAFFIC STRIPE	LF	155		
24	INSTALL PARKING 'T'	EA	5		
25	12" WIDE THERMOPLASTIC STRIPE (Y OR W)	LF	2,250		
26	THERMOPLASTIC PAVEMENT MARKINGS	SF	1,900		
27	PAVEMENT MARKERS (FDR BLUE REFLECTIVE)	EA	15		
28	INSTALL 3" PVC CONDUIT	LF	180		
29	INSTALL SIGNAL PULLBOX, NO. 6	EA	4		
30	INSTALL SIGNAL LOOP DETECTOR, TYPE 'D' AND 'A'	EA	40		
31	DETAIL 10 TRAFFIC STRIPING	LF	2,350		
32	DETAIL 23 TRAFFIC STRIPING	LF	250		
33	DETAIL 33 TRAFFIC STRIPING	LF	1,700		
34	DETAIL 38C TRAFFIC STRIPING	LF	220		
35	CITY, STATE, AND UTILITY PERMITS	ALLOWANCE	1	$3,000.00	$3,000.00

TOTAL BID_____

The Bidder shall list the name and address, Contractor license number, and description of portion of work subcontracted of each subcontractor to whom the Bidder proposes to subcontract portions of the work, as required by the provisions of the Standard Specifications and of the special provisions.

LIST OF SUBCONTRACTORS

Business Name and Location	California Contractor License Number	Description of Portion of Work	Bid Items Numbers	Percentage of Bid Item Subcontracted

(THE BIDDER'S EXECUTION ON THE SIGNATURE PORTION OF THIS PROPOSAL SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THOSE CERTIFICATIONS WHICH ARE A PART OF THIS PROPOSAL)

Exhibit 12-B: Bidder's List of Subcontractors (DBE and Non-DBE) Part 1

As of March 1, 2015 Contractors (and sub-contractors) wishing to bid on public works contracts shall be registered with the State Division of Industrial Relations and certified to bid on Public Works contracts. Please register at: https://efiling.dir.ca.gov/PWCR/ActionServlet?action=displayPWCRegistrationForm

In accordance with Title 49, Section 26.11 of the Code of Federal Regulations, and Section 4104 of the Public Contract Code of the State of California, as amended, the following information is required for each sub-contractor who will perform work amounting to more than one half of one percent (0.5%) of the Total Base Bid or $10,000 (whichever is greater). **Photocopy this form for additional firms.** Federal Project Number: _____

Subcontractor Name and Location	Line Item & Description	Subcontract Amount	Percentage of Bid Item Sub-contracted	Contractor License Number / DIR Reg Number	DBE (Y/N)	DBE Cert Number	Annual Gross Receipts
Name: City, State:							☐ <$1 million ☐ <$5 million ☐ <$10 million ☐ <$15 million Age of Firm: ___ yrs.
Name: City, State:							☐ <$1 million ☐ <$5 million ☐ <$10 million ☐ <$15 million Age of Firm: ___ yrs.
Name: City, State:							☐ <$1 million ☐ <$5 million ☐ <$10 million ☐ <$15 million Age of Firm: ___ yrs.
Name: City, State:							☐ <$1 million ☐ <$5 million ☐ <$10 million ☐ <$15 million Age of Firm: ___ yrs.
Name: City, State:							☐ <$1 million ☐ <$5 million ☐ <$10 million ☐ <$15 million Age of Firm: ___ yrs.
Name: City, State:							☐ <$1 million ☐ <$5 million ☐ <$10 million ☐ <$15 million Age of Firm: ___ yrs.

Distribution: Original-Local Agency File

Exhibit 12-B: Bidder's List of Subcontractors (DBE and Non-DBE) Part 2

In accordance with Title 49, Section 26 of the Code of Federal Regulations, the bidder shall list all subcontractors who provided a quote or bid, but **were not selected** to participate as a subcontractor on this project. **Photocopy this form for additional firms.**

Federal Project Number: _____

Subcontractor Name and Location	Line Item & Description	Subcontract Amount	Percentage of Bid Item Sub-contracted	Contractor License Number / DIR Reg Number	DBE (Y/N)	DBE Cert Number	Annual Gross Receipts
Name: City, State:							☐ <$1 million ☐ <$5 million ☐ <$10 million ☐ <$15 million Age of Firm: ___ yrs.
Name: City, State:							☐ <$1 million ☐ <$5 million ☐ <$10 million ☐ <$15 million Age of Firm: ___ yrs.
Name: City, State:							☐ <$1 million ☐ <$5 million ☐ <$10 million ☐ <$15 million Age of Firm: ___ yrs.
Name: City, State:							☐ <$1 million ☐ <$5 million ☐ <$10 million ☐ <$15 million Age of Firm: ___ yrs.
Name: City, State:							☐ <$1 million ☐ <$5 million ☐ <$10 million ☐ <$15 million Age of Firm: ___ yrs.
Name: City, State:							☐ <$1 million ☐ <$5 million ☐ <$10 million ☐ <$15 million Age of Firm: ___ yrs.

Distribution: Original-Local Agency File

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder_____, proposed subcontractor _____, hereby certifies that he has ___, has not ___, participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filling requirements.

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of $10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

PUBLIC CONTRACT CODE

PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT

In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder has ___ , has not ___been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The bidder must place a checkmark 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

In conformance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes _____ No _____

If the answer is yes, explain the circumstances in the following space.

PUBLIC CONTRACT CODE 10232 STATEMENT

In conformance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

Note: The above Statement and Questionnaire are part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement and Questionnaire.
Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Noncollusion Affidavit

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

To the CITY / COUNTY of _____
DEPARTMENT OF PUBLIC WORKS.

In conformance with Title 23 United States Code Section 112 and Public Contract Code 7106 the bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Note: The above Non-collusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Non-collusion Affidavit.
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.

Notes: Providing false information may result in criminal prosecution or administrative sanctions.
The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

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.

Federal Use Only:	Standard Form - LLL

INSTRUCTIONS FOR COMPLETION OF SF-LLL, 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 and/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. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influenced the covered Federal action.
    (b) 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).
11. 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.
12. Check the appropriate box. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box. Check all boxes that apply. If other, specify nature.
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»

Accompanying this proposal is_____

(NOTICE: INSERT THE WORDS "CASH($ _____)," "CASHIER'S CHECK," "CERTIFIED CHECK," OR "BIDDER'S BOND," AS THE CASE MAY BE.)

in amount equal to at least ten percent of the total of the bid.

The names of all persons interested in the foregoing proposal as principals are as follows:

IMPORTANT NOTICE: *If bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer, and manager thereof; if a copartnership, state true name of firm, also names of all individual copartners composing firm; if bidder or other interested person is an individual, state first and last names in full.*

_____

_____

_____

Licensed in conformance with an act providing for the registration of Contractors,

License No._____ Classification(s) _____

ADDENDA

This Proposal is submitted with respect to the changes to the contract included in addenda number/s

_____

(Fill in addenda numbers if addenda have been received and insert, in this Proposal, any Engineer's Estimate sheets that were received as part of the addenda.)

By my signature on this proposal I certify, under penalty of perjury under the laws of the State of California, that the foregoing questionnaire and statements of Public Contract Code Sections 10162, 10232 and 10285.1 are true and correct and that the bidder has complied with the requirements of Section 8103 of the Fair Employment and Housing Commission Regulations (Chapter 5, Title 2 of the California Administrative Code). By my signature on this proposal I further certify, under penalty of perjury under the laws of the State of California and the United States of America, that the Noncollusion Affidavit required by Title 23 United States Code, Section 112 and Public Contract Code Section 7106; and the Title 49 Code of Federal Regulations, Part 29 Debarment and Suspension Certification are true and correct.

Date: _____



_____

_____

_____

Signature and Title of Bidder

Business Address_____

Place of Business_____

Place of Residence_____

CITY / COUNTY OF _____

DEPARTMENT OF _____

BIDDER'S BOND

We, _____

_____ as Principal, and

_____

as Surety are bound unto the City/County of _____, 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 _____

_____

(Copy here the exact description of work, including location as it appears on the proposal)

_____

for which bids are to be opened at _____ on _____

(Insert place where bids will be opened) *(Insert date of bid opening)*

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: _____, 2019.

_____

_____

_____

Principal

_____

Surety

By _____

Attorney-in-fact

CERTIFICATE OF ACKNOWLEDGEMENT

State of California
City/County of _____ SS

On this _____ day of _____ in the year 2019 before me

_____, personally appeared _____,

Attorney-in-fact

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument as the attorney-in-fact of _____, and acknowledged to me that he (she) subscribed the name of the said company thereto as surety, and his (her) own name as attorney-in-fact.

(SEAL)

_____

Notary Public

EXHIBIT 15-G CONSTRUCTION CONTRACT DBE COMMITMENT

1. Local Agency: _____ 2. Contract DBE Goal: _____

3. Project Description: _____

4. Project Location: _____

5. Bidder's Name: _____ 6. Prime Certified DBE: ☐ 7. Bid Amount: _____

8. Total Dollar Amount for **ALL** Subcontractors: _____ 9. Total Number of **ALL** 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

Local Agency to Complete this Section upon Execution of Award

21. Local Agency Contract Number: _____

22. Federal-Aid Project Number: _____

23. Bid Opening Date: _____

24. Contract Award Date: _____

25. Award Amount: _____

Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.

26. Local Agency Representative's Signature _____ 27. Date _____

28. Local Agency Representative's Name _____ 29. Phone _____

30. Local Agency Representative's Title _____

15. TOTAL CLAIMED DBE PARTICIPATION

$ _____

_____ %

IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Names of the First Tier DBE Subcontractors and their respective item(s) of work listed above must be consistent, where applicable with the names and items of the work in the "Subcontractor List" submitted with your bid. Written confirmation of each listed DBE is required.

16. Preparer's Signature _____ 17. Date _____

18. Preparer's Name _____ 19. Phone _____

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.
3. 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 agency that is administering 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(s) 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 ALL 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(s).
23. Bid Opening Date - Enter the date contract bids were opened.
24. Contract Award Date - Enter the date the contract was executed.
25. Award Amount – Enter the contract award amount as stated in the executed contract.
26. 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.
27. Date - Enter the date the DBE commitment form is signed by the Local Agency Representative.
28. Local Agency Representative's Name - Enter the name of the Local Agency Representative certifying the contractor's DBE commitment form.
29. Phone - Enter the area code and phone number of the person signing the contractor's DBE commitment form.

30. Local Agency Representative Title - Enter the position/title of the Local Agency Representative certifying the contractor's DBE commitment form.

EXHIBIT 15-H: PROPOSER/CONTRACTOR GOOD FAITH EFFORTS

Federal-aid Project No(s). _____ Bid Opening Date _____

The _____(Agency Name)_____ established a Disadvantaged Business Enterprise (DBE) goal of _____% for this contract. The information provided herein shows the required good faith efforts to meet or exceed the DBE contract goal.

Proposers or bidders submit the following information to document their good faith efforts within five (5) business days from bid opening. Proposers and bidders are recommended to submit the following information even if the Exhibit 10-O1: Consultant Proposal DBE Commitments or Exhibit 15-G: Construction Contract DBE Commitment indicate that the proposer or bidder has met the DBE goal. This form protects the proposer's or bidder's eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a DBE firm was not certified at bid opening, or the bidder made a mathematical error.

The following items are listed in the Section entitled "Submission of DBE Commitment" of the Special Provisions, **please attach additional sheets as needed**:

A. The names and dates of each publication in which a request for DBE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication):

Publications	Dates of Advertisement

B. The names and dates of written notices sent to certified DBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the DBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

Names of DBEs Solicited	Date of Initial Solicitation	Follow Up Methods and Dates

C. The items of work made available to DBE firms including those unbundled contract work items into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate DBE participation in order to met or exceed the DBE contract goal.

Items of Work	Bidder Normally Performs Item (Y/N)	Breakdown of Items	Amount ($)	Percentage Of Contract

D. The names, addresses and phone numbers of rejected DBE firms, the reasons for the bidder's rejection of the DBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each DBE if the selected firm is not a DBE:

Names, addresses and phone numbers of rejected DBEs and the reasons for the bidder's rejection of the DBEs:

Names, addresses and phone numbers of firms selected for the work above:

E. Efforts (e.g. in advertisements and solicitations) made to assist interested DBEs in obtaining information related to the plans, specifications and requirements for the work which was provided to DBEs:

F. Efforts (e.g. in advertisements and solicitations) made to assist interested DBEs in obtaining bonding, lines of credit or insurance, necessary equipment, supplies, materials, or related assistance or services, excluding supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate:

_____

_____

_____

_____

G. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using DBE firms (please attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.):

Name of Agency/Organization	Method/Date of Contact	Results

H. Any additional data to support a demonstration of good faith efforts:

_____

_____

CONTRACTOR AGREEMENT

THIS AGREEMENT ("**Agreement**") is entered into this _____ day of _____ 2019, by and between the CITY OF ALAMEDA, a municipal corporation (the "**City**"), and COMPANY, a (California corporation, partnership, sole proprietor, individual) whose address is _____(Address), ("**Contractor**"), in reference to the following:

RECITALS:

A. The City of Alameda is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of the City.

B. The City is in need of the following services: Repair and Resurfacing of Otis Drive, from Park Street to Broadway, and Pacific Avenue, from Main Street to Fourth Street, No PW 03-15-02, Federal Aid Project No. STPL-5014(041). City staff issued plans and specification on March 7, 2019. After a submittal period of 21 days _____(insert number) timely bids were received. The bids were opened on March 27, 2019. Staff reviewed the bids and selected the lowest responsive and responsible bidder.

C. Contractor possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein.

D. City and Contractor desire to enter into an agreement for Repair and Resurfacing of Otis Drive, from Park Street to Broadway, and Pacific Avenue, from Main Street to Fourth Street, upon the terms and conditions herein.

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

1. TERM:

The Contractor shall have _____ consecutive working days from the date the work is to commence pursuant to the Notice to Proceed to diligently prosecute the work to completion.

2. SERVICES TO BE PERFORMED:

Contractor agrees, at its own cost and expense, to furnish all labor, tools, equipment, materials, except as otherwise specified, and to do all work strictly in accordance with Specifications, Special Provisions and Plans, which Specifications, Special Provisions and Plans are hereby referred to and expressly made a part hereof with the same force and effect as if the same were fully incorporated herein. The Contractor acknowledges that the work plan included in Exhibit "A" is tentative and does not commit the City to request Contractor to perform all tasks included therein.

3. COMPENSATION TO CONTRACTOR:

Contractor shall be compensated for services performed pursuant to this Agreement in the amount and manner set forth in Contractor's bid, which is attached hereto as Exhibit "A" and incorporated herein by this reference. Payment will be made in the same manner that claims of a like character are paid by the City, with checks drawn on the treasury of said City.

Payment will be made by the City in the following manner: On the first day of each month, Contractor shall submit a written estimate of the total amount of work done the previous month. However, the City reserves the right to adjust budget within and between tasks. Pricing and accounting of charges are to be according to the bid packet pricing, unless mutually agreed to in writing.

Payment shall be made for 95% of the value of the work completed as determined by the City. The City shall retain 5% of the value of the work as partial security for the completion of the work by Contractor. Retained amounts shall be paid to Contractor within sixty days of acceptance by the City of the project. Payment shall not be construed as acceptance of defective work. No interest will be paid to Contractor on retained funds.

Total compensation for work is $_____, with a _____ percent contingency in the amount of $_____ for a total not to exceed of $_____. Use of contingency shall be for items of work outside the original scope and requires prior written authorization by the City.

Prompt Payment Of Withheld Funds To Subcontractors: The City shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the City 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 City. Any delay or postponement of payment may take place only for good cause and with the City'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 Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise, available to the prime contractor or subcontractor in the event of a dispute involving late payment, or nonpayment by the contractor, or deficient subcontractor's performance, or noncompliance by a subcontractor, including but not limited to remedies under California Public Contract Code Section 9204. This clause applies to both DBE and non-DBE subcontractors.

4. TIME IS OF THE ESSENCE:

Contractor and the City agree that time is of the essence regarding the performance of this Agreement.

It is agreed by the parties to the Agreement that in case all the work called for under the Agreement is not completed before or upon the expiration of the time limit as set forth in paragraph 1 above, damage will be sustained by the City, and that it is and will be impracticable to determine

the actual damage which the City will sustain in the event of and by reason of such delay. It is therefore agreed that the Contractor will pay to the City the sum of **$3,000 per day** for each and every day's delay beyond the time prescribed to complete the work; and the Contractor agrees to pay such liquidated damages as herein provided, and in case the same are not paid, agrees that the City may deduct the amount thereof from any money due or that may become due the Contractor under the Agreement.

It is further agreed that in case the work called for under the Agreement is not finished and completed in all parts and requirements within the time specified, the City shall have the right to extend the time for completion or not, as may seem best to serve the interest of the City; and if the City decides to extend the time limit for the completion of the Agreement, it shall further have the right to charge the Contractor, his or her heirs, assigns, or sureties, and to deduct from the final payment for the work, all or any part, as it may deem proper, of the actual costs and overhead expenses which are directly chargeable to the Agreement, and which accrue during the period of such extensions.

The Contractor shall not be assessed with liquidated damages during any delay in the completion of the work caused by an act of God or of the public enemy, acts of the City, fire, flood, epidemic, quarantine restriction, strikes, freight embargoes, and unusually severe weather or delays of subcontractors due to such causes; provided that the Contractor shall, within one (1) day from the beginning of such delay, notify the City in writing of the causes of delay. The City shall ascertain the facts in good faith and the extent of the delay, and its findings of the facts thereon shall be final and conclusive.

5. STANDARD OF CARE:

Contractor agrees to perform all services hereunder in a manner commensurate with the prevailing standards of like professionals in the San Francisco Bay Area and agrees that all services shall be performed by qualified and experienced personnel who are not employed by the City nor have any contractual relationship with City.

6. INDEPENDENT PARTIES:

Contractor hereby declares that it is engaged as an independent business and it agrees to perform its services as an independent contractor. The manner and means of conducting the work are under the control of Contractor, except to the extent they are limited by statute, rule or regulation and the express terms of this Agreement. No civil service status or other right of employment will be acquired by virtue of Contractor's services. None of the benefits provided by City to its employees, including but not limited to unemployment insurance, workers' compensation plans, vacation and sick leave are available from City to Contractor, its employees or agents. Deductions shall not be made for any state or federal taxes, FICA payments, PERS payments, or other purposes normally associated with an employer-employee relationship from any fees due Contractor. Payments of the above items, if required, are the responsibility of Contractor.

7. IMMIGRATION REFORM AND CONTROL ACT (IRCA):

Contractor assumes any and all responsibility for verifying the identity and employment authorization of all of its employees performing work hereunder, pursuant to all applicable IRCA

or other federal, or state rules and regulations. Contractor shall indemnify, defend, and hold City harmless from and against any loss, damage, liability, costs or expenses arising from any noncompliance of this provision by Contractor.

8. NON-DISCRIMINATION:

Consistent with City's policy that harassment and discrimination are unacceptable employer/employee conduct, Contractor agrees that harassment or discrimination directed toward a job applicant, a City employee, or a citizen by Contractor or Contractor's employee on the basis of race, religious creed, color, national origin, ancestry, handicap, disability, marital status, pregnancy, sex, age, or sexual orientation will not be tolerated. Contractor agrees that any and all violations of this provision shall constitute a material breach of this Agreement.

Contractor certifies and agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, sex, age, or condition or physical or mental handicap (as defined in 41 C.F.R. Section 60-741, et. seq.), in accordance with requirement of state or federal law. Contractor shall take affirmative action to ensure that qualified applicants are employed and that employees are treated during employment without regard to race, color, religion, national origin, ancestry, sex, age, or condition of physical or mental handicap in accordance with requirements of state and federal law.

Such shall include, but not be limited to, the following:

A. Employment upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation.

B. Selection for training, including interns and apprentices. Contractor agrees to post in conspicuous places in each of Contractor's facilities providing services hereunder, available and open to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, sex, age, or condition of physical or mental handicap, in accordance with requirements of state and federal law. Contractor shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' representative of Contractor's commitments under this paragraph. Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to race, color, religion, national origin, ancestry, sex, age, or condition of physical or mental handicap, in accordance with requirement of state and federal law.

In accordance with applicable state and federal law, Contractor shall allow duly authorized county, state and federal representatives access to its employment records during regular business hours in order to verify compliance with the anti-discrimination provisions of this paragraph. Contractor shall provide such other information and records as such representatives may require in order to verify compliance with the antidiscrimination provisions of this paragraph.

If the City finds that any of the provisions of this paragraph have been violated, the same shall constitute a material breach of Agreement upon which City may determine to cancel, terminate, or suspend this Agreement. City reserves the right to determine independently that the anti-

discrimination provisions of this Agreement have been violated. In addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated state and federal anti-discrimination laws shall constitute a finding by City that Contractor has violated the anti-discrimination provisions of Agreement. The parties agree that in the event Contractor violates any of the anti-discrimination provisions of this paragraph, City shall be entitled, at its option, to the sum of $500.00 pursuant to California Civil Code Section 1671 as liquidated damages in lieu of canceling, terminating, or suspending this Agreement. Contractor hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Section 794), all requirements imposed by the applicable regulations (45 C.F.R.), and all guidelines and interpretations issued pursuant thereto, to the end that no qualified handicapped person shall, on the basis of handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity of Contractor receiving Federal Financial Assistance. In addition, Contractor shall comply with the Uniform Federal accessibility Standards, and Contractor, Engineer, or Architect responsible for any design, construction or alteration shall certify compliance with those Standards. Contractor's attention is directed to laws, including but not limited to:

A. **CIVIL RIGHTS/EQUAL OPPORTUNITY**

(1) Civil Rights Act of 1964. Under Title VII of the Civil Rights Act of 1964, no person shall, on the grounds of race, sex, religion, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

(2) Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall, on the grounds of race, color, national origin, or sex, be excluded 263 from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title. Section 109 of the Act further provides that any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.) or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) shall also apply to any program or activity funded in whole or in part with funds made available pursuant to the Act.

B. **PROGRAM ACCESSIBILITY FOR INDIVIDUALS WITH DISABILITIES**

This Agreement is subject to laws and regulations concerning the rights of otherwise qualified individuals with handicaps for equal participation in, and benefit from federally assisted programs and activities, including but not limited to:

(1) Americans with Disabilities Act of 1990 (ADA) (28 C.F.R. 35). Title II, Subpart A of the Americans with Disabilities Act of 1990 applies to all publicly funded activities and programs. Contractor shall also comply with the public accommodations requirements of Title III of the ADA, as applicable.

(2) Nondiscrimination on the Basis of Handicap (24 CFR 8). These regulations, which implement Section 504 of the Rehabilitation Act of 1973, as amended, and as cited in Section 109 of the Housing and Community Development Act, apply to all federally assisted activities and programs and are implemented through the regulations at 24 C.F.R. 8.

(3) Architectural Barrier Act of 1968. Any building or facility, excluding privately owned residential structures, designed, constructed, or altered with federal funds, shall comply with the

Uniform Federal Accessibility Standards, 1984 (41 C.F.R. 3) and the Handicapped Accessibility Requirements of the State of California Title 24. The Consultant, Engineer or Architect responsible for such design, construction or alteration shall certify compliance with the above standards.

(4) In resolving any conflict between the accessibility standards cited in paragraphs (1), (2) and (3) above, the more stringent standard shall apply.

9. HOLD HARMLESS:

Contractor shall indemnify, defend, and hold harmless the City, its City Council, boards, commissions, officials, employees, and volunteers ("Indemnitees") from and against any and all loss, damages, liability, claims, suits, costs and expenses whatsoever, including reasonable attorneys' fees ("Claims"), arising from or in any manner connected to Contractor's negligent act or omission, whether alleged or actual, regarding performance of services or work conducted or performed pursuant to this Agreement. If Claims are filed against Indemnitees which allege negligence on behalf of the Contractor, Contractor shall have no right of reimbursement against Indemnitees for the costs of defense even if negligence is not found on the part of Contractor. However, Contractor shall not be obligated to indemnify Indemnitees from Claims arising from the sole negligence or willful misconduct of Indemnitees.

10. INSURANCE:

On or before the commencement of the terms of this Agreement, Contractor shall furnish the City's Risk Manager with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with paragraphs 10A, B, C and D. Such certificates, which do not limit Contractor's indemnification, shall also contain substantially the following statement: "Should any of the above insurance covered by this certificate be canceled or coverage reduced before the expiration date thereof, the insurer affording coverage shall provide fourteen (14) days' advance written notice to the City of Alameda, "Attention: Risk Manager."

It is agreed that Contractor shall maintain in force at all times during the performance of this Agreement all appropriate coverage of insurance required by this Agreement with an insurance company that is acceptable to the City Risk Manager and licensed to do insurance business in the State of California. Endorsements naming the City, its City Council, boards, commissions, officials, employees, and volunteers as additional insured shall be submitted with the insurance certificates.

A. COVERAGE:

Contractor shall maintain the following insurance coverage:

(1) Workers' Compensation:
Statutory coverage as required by the State of California.

(2) Liability:
Commercial general liability coverage in the following minimum limits:

Bodily Injury:	$1,000,000 each occurrence
	$2,000,000 aggregate - all other

Property Damage: $1,000,000 each occurrence
$2,000,000 aggregate

If submitted, combined single limit policy with aggregate limits in the amounts of $2,000,000 will be considered equivalent to the required minimum limits shown above.

(3) Automotive:

Comprehensive automobile liability coverage (any auto) in the following minimum limits:

Bodily injury:	$1,000,000 each occurrence
Property Damage:	$1,000,000 each occurrence
or	
Combined Single Limit:	$2,000,000 each occurrence

(4) Pollution Prevention:

Legal liability required for hazardous materials excavation in the amount of $2,000,000 each occurrence.

(5) Builders Risk: $2,000,000.

B. SUBROGATION WAIVER:

Contractor agrees that in the event of loss due to any of the perils for which it has agreed to provide comprehensive general and automotive liability insurance, Contractor shall look solely to its insurance for recovery. Contractor hereby grants to the City, on behalf of any insurer providing comprehensive general and automotive liability insurance to either Contractor or City with respect to the services of Contractor herein, a waiver of any right to subrogation which any such insurer of said Contractor may acquire against City by virtue of the payment of any loss under such insurance.

C. FAILURE TO SECURE:

If Contractor at any time during the term hereof should fail to secure or maintain the foregoing insurance, the City shall be permitted to obtain such insurance in the Contractor's name or as an agent of the Contractor and shall be compensated by the Contractor for the costs of the insurance premiums at the maximum rate permitted by law and computed from the date written notice is received that the premiums have not been paid.

D. ADDITIONAL INSURED:

City, its City Council, boards, commissions, officials, employees, and volunteers shall be named as an additional insured under all insurance coverages, except worker's compensation insurance. The naming of an additional insured shall not affect any recovery to which such additional insured would be entitled under this policy if not named as such additional insured. An additional insured named herein shall not be held liable for any premium, deductible portion of any loss, or expense of any nature on this policy or any extension thereof. Any other insurance held by an additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance provided by this policy.

E. SUFFICIENCY OF INSURANCE:

Contractor shall furnish the following bonds from a bonding company acceptable to the City Risk Manager. Faithful Performance Bond and Labor and Material Bond are only required for work over $25,000. Therefore, those estimates that are under $25,000 will not need to budget for the bond premiums and those estimates over $25,000 will need to be sure to budget for the bond premiums.

The insurance limits required by City are not represented as being sufficient to protect Contractor. Contractor is advised to consult Contractor's insurance broker to determine adequate coverage for Contractor.

11. BONDS:

Contractor shall furnish the following bonds from a bonding company acceptable to the City Risk Manager:

A. Faithful Performance:

A bond in the amount of 100% of the total contract price guaranteeing the faithful performance of this contract, and

B. Labor and Materials:

A bond for labor and materials in the amount of 100% of the total contract price.

12. PROHIBITION AGAINST TRANSFERS:

Contractor shall not assign, sublease, hypothecate, or transfer this Agreement, or any interest therein, directly or indirectly, by operation of law or otherwise, without prior written consent of the City Manager. Any attempt to do so without said consent shall be null and void, and any assignee, sublessee, hypothecate or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer. However, Contractor's claims for money from the City under this Agreement may be assigned to a bank, trust company or other financial institution without prior written consent. Written notice of such assignment shall be promptly furnished to the City by Contractor.

The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of Contractor, or of the interest of any general partner or joint venturer or syndicate member or cotenant, if Contractor is a partnership or joint venture or syndicate or cotenancy, which

shall result in changing the control of Contractor, shall be construed as an assignment of this Agreement. Control means fifty percent (50%) or more of the voting power of the corporation.

13. SUBCONTRACTOR APPROVAL:

Unless prior written consent from the City is obtained, only those people and subcontractors whose names are listed in Contractor's bid shall be used in the performance of this Agreement.

Requests for additional subcontracting shall be submitted in writing, describing the scope of work to be subcontracted and the name of the proposed subcontractor. Such request shall set forth the total price or hourly rates used in preparing estimated costs for the subcontractor's services. Approval of the subcontractor may, at the option of the City, be issued in the form of a Work Order.

In the event that Contractor employs subcontractors, such subcontractors shall be required to furnish proof of workers' compensation insurance and shall also be required to carry general and automobile liability insurance in reasonable conformity to the insurance carried by Contractor. In addition, any work or services subcontracted hereunder shall be subject to each provision of this Agreement.

14. PERMITS AND LICENSES:

Contractor, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, certificates and licenses, including a City Business License that may be required in connection with the performance of services hereunder.

15. REPORTS:

Each and every report, draft, work product, map, record and other document reproduced, prepared or caused to be prepared by Contractor pursuant to or in connection with this Agreement shall be the exclusive property of the City.

No report, information nor other data given to or prepared or assembled by Contractor pursuant to this Agreement shall be made available to any individual or organization by Contractor without prior approval by the City.

Contractor shall, at such time and in such form as the City may require, furnish reports concerning the status of services required under this Agreement.

16. RECORDS:

Contractor shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information required by the City that relate to the performance of services under this Agreement.

Contractor shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Contractor shall provide free access to such books and records to the representatives of the City or its

designees at all proper times, and gives the City the right to examine and audit same, and to make transcripts therefrom as necessary, and to allow inspection of all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be kept separate from other documents and records and shall be maintained for a period of three (3) years after receipt of final payment.

If supplemental examination or audit of the records is necessary due to concerns raised by the City's preliminary examination or audit of records, and the City's supplemental examination or audit of the records discloses a failure to adhere to appropriate internal financial controls, or other breach of contract or failure to act in good faith, then Contractor shall reimburse the City for all reasonable costs and expenses associated with the supplemental examination or audit.

17. NOTICES:

All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered personally or on the second business day after the deposit thereof in the United States Mail, postage prepaid, registered or certified, addressed as hereinafter provided.

All notices, demands, requests, or approvals from Contractor to the City shall be addressed to the City at:

City of Alameda
[Department]
[Address]
Alameda, CA 94501
ATTENTION: [Title]
Ph: (510) [xxx-xxxx] / Fax: (510) [xxx-xxxx]
Email:

All notices, demands, requests, or approvals from the City to Contractor shall be addressed to Contractor at:

[Contractor Name]
[Department]
[Address]
Alameda, CA 94501
ATTENTION; [Title]
Ph: (510) xxx-xxxx / Fax: (510) xxx-xxxx
Email:

18. RESTRICTIONS ON LOBBYING:

This Agreement is subject to 24 C.F.R. 87 which prohibits the payment of Federal funds to any person for influencing or attempting to influence, any public officer or employee in

connection with the award, making, entering into, extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or agreement.

19. UTILITIES:

Contractor shall pay all charges for fuel, gas, water, electricity, telephone services and any other utilities necessary to carry on the operations of Contractor.

20. NUISANCE:

Contractor shall not maintain, commit, or permit the maintenance or commission of any nuisance in connection with the performance of services under this Agreement.

21. SAFETY:

The Contractor will be solely and completely responsible for conditions of all vehicles owned or operated by Contractor, including the safety of all persons and property during performance of the services and tasks under this Agreement. This requirement will apply continuously and not be limited to normal working hours. In addition, Contractor will comply with all safety provisions in conformance with U.S. Department of Labor Occupational Safety and Health Act, any equivalent state law, and all other applicable federal, state, county and local laws, ordinances, codes, and any regulations that may be detailed in other parts of the Agreement. Where any of these are in conflict, the more stringent requirements will be followed. The Contractor's failure to thoroughly familiarize itself with the aforementioned safety provisions will not relieve it from compliance with the obligations and penalties set forth herein.

The Contractor will immediately notify the City's Risk Manager within 24 hours of any incident of death, serious personal injury or substantial property damage that occurs in connection with the performance of this Agreement. The Contractor will promptly submit to the City a written report of all incidents that occur in connection with this Agreement. This report must include the following information: (i) name and address of injured or deceased person(s); (ii) name and address of Contractor's employee(s) involved in the incident; (iii) name and address of Contractor's liability insurance carrier; (iv) a detailed description of the incident; and (v) a police report.

22. LAWS TO BE OBSERVED:

Contractor shall comply with all applicable laws, state, federal, and all ordinances, rules and regulations enacted or issued by City. In addition, the Contractor shall keep himself fully informed of all existing and future state and federal laws and all municipal ordinances and regulations of the City of Alameda which in any manner affect those engaged or employed in the work, or the materials used in the work, or which in any way affect the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same.

23. DEPARTMENT OF INDUSTRIAL RELATIONS COMPLIANCE AND PREVAILING WAGE REQUIREMENTS ON PUBLIC WORKS PROJECTS:

Effective January 1, 2015, no Contractor or Subcontractor may be listed on a bid proposal for a public works project (submitted after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5 (with the limited exceptions from

this requirement for bid purposed only under Labor code Section 1771.1(a)). Register at https://efiling.dir.ca.gov/PWCR

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.

The Prime Contractor is required to post job site notices prescribed by regulations. See 8 Calif. Code Regulation §16451(d).

Effective April 1, 2015, All Contractors and Subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner at: https://apps.dir.ca.gov/ecpr/das/altlogin

24. **HOURS OF LABOR:**

As provided in Article 3 (commencing at § 1810), Chapter 1, Part 7, Division 2 of the Labor Code, eight (8) hours of labor shall constitute a legal day's work. The time of service of any worker employed at any time by the Contractor or by any Subcontractor on any subcontract under this Contract, upon the work or upon any part of the work contemplated by this Contract, is limited and restricted to eight (8) hours during any one calendar day and forty (40) hours during any one calendar week, except as hereinafter provided. Notwithstanding the provision hereinabove set forth, work performed by employees of Contractor in excess of eight (8) hours per day and forty (40) hours during any one week shall be permitted upon this public work provided that the employees' compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1-1/2) times the basic rate of pay.

The Contractor shall pay to the City a penalty of Twenty-five Dollars ($25.00) for each worker employed in the execution of this Contract by the Contractor, or by any Subcontractor, for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any calendar day and forty (40) hours in any one (1) calendar week, in violation of the provisions of Article 3 (commencing at § 1810), Chapter 1, Part 7, Division 2 of the Labor Code, unless compensation for the workers so employed by Contractor is not less than one and one-half (1-1/2) times the basic rate of pay for all hours worked in excess of eight (8) hours per day.

Holiday and overtime work, when permitted by law, shall be paid for at a rate of at least one and one-half (1½) times the above specified rate of *per diem* wages, unless otherwise specified. Holidays shall be defined in the Collective Bargaining Contract applicable to each particular craft, classification, or type of worker employed.

25. **APPRENTICES:**

Attention is directed to the provisions in sections 1777.5 and 1777.6 of the Labor Code concerning the employment of apprentices by the Contractor or any subcontractor under him on contracts greater than $30,000 or 20 working days. The Contractor and any subcontractor under

him shall comply with the requirements of Sections 1777.5 and 1777.6 in the employment of apprentices.

Section 1777.5 requires the Contractor or subcontractor employing workers in any apprenticeable occupation to apply to the joint apprenticeship committee nearest the site of the public works project, and which administers the apprenticeship program in that trade, for a certificate of approval, if they have not previously applied and are covered by the local apprenticeship standards.

The Contractor is required to make contributions to funds established for the administration of apprenticeship programs if: (1) the Contractor employs registered apprentices or journeymen in any apprenticeable trade on such contracts and if other contractors on the public works site are making such contributions; or (2) if the Contractor is not a signatory to an apprenticeship fund and if the funds administrator is unable to accept Contractor' required contribution. The Contractor or subcontractor shall pay a like amount to the California Apprenticeship Council.

Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex-officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

26. LABOR DISCRIMINATION:

No discrimination shall be made in the employment of persons upon public works because of the race, color, sex, religion, age, national origin, sexual orientation, or physical disability of such persons and every Contractor for public works violating this section is subject to all the penalties imposed for a violation of the provisions of the Labor Code, and, in particular, Section 1735.

27. REGISTRATION OF CONTRACTORS:

Before submitting bids, contractors shall be licensed in accordance with the provisions of Chapter 9, Division 3, of the Business and Professional Code of the State of California.

28. URBAN RUNOFF MANAGEMENT:

The Contractor shall avoid creating excess dust when breaking asphalt or concrete and during excavation and grading. If water is used for dust control, contractor shall use as little as necessary. Contractor shall take all steps necessary to keep wash water out of the streets, gutters and storm drains.

The Contractor shall develop and implement erosion and sediment control to prevent pollution of storm drains. Such control includes but is not limited to:

a. Use storm drain inlet protection devices such as sand bag barriers, filter fabric fences, block and gravel filters. (Block storm drain inlets prior to the start of the rainy season (October 15), on site de-watering activities and saw-cutting activities; shovel or vacuum saw-cut slurry and remove from the site).

b. Cover exposed piles of soil or construction material with plastic sheeting. All construction materials must be stored in containers.

c. Sweep and remove all materials from paved surfaces that drain to streets, gutters and storm drains prior to rain as well as at the end of the each work day. At the completion of the project, the street shall be washed and the wash water shall be collected and disposed of offsite in an appropriate location.

d. After breaking old pavement, Contractor shall remove all debris to avoid contact with rainfall or runoff.

e. Contractor shall maintain a clean work area by removing trash, litter, and debris at the end of each workday. Contractor shall also clean up any leaks, drips, and other spills as they occur.

The objective is to ensure that the City and County of Alameda County-Wide Clean Water Program is adequately enforced. These controls should be implemented prior to the start of construction, up-graded as required, maintained during construction phases to provide adequate protection, and removed at the end of construction.

These recommendations are intended to be used in conjunction with the State's Best Management Practices Municipal and Construction Handbooks, local program guidance materials from municipalities, Section 7.1.01 of the Standard Specifications and any other appropriate documents on storm water quality controls for construction.

Failure to comply with this program will result in the issuance of noncompliance notices, citations, project stop orders or fines. The fine for noncompliance of the above program is two hundred and fifty dollars ($250.00) per occurrence per day. The State under the Federal Clean Water Act can also impose a fine on the contractor, pursuant to Cal. Water Code §13385.

29. COMPLIANCE WITH MARSH CRUST ORDINANCE:

Contractor shall perform all excavation work in compliance with the City's Marsh Crust Ordinance as set forth at Section 13-56 of the Municipal Code. Prior to performing any excavation work, Contractor shall verify with the Building Official whether the excavation work is subject to the Marsh Crust Ordinance. Contractor shall apply for and obtain permits from Building Services on projects deemed to be subject to the Marsh Crust Ordinance.

30. COMPLIANCE WITH THE CITY'S INTEGRATED PEST MANAGEMENT POLICY:

The Contractor shall follow the requirements of the City's Integrated Pest Management (IPM) Policy to ensure the City is in compliance with its Municipal Regional Stormwater NPDES Permit, Order No. R2-2009-0074, issued by the San Francisco Bay Regional Water Quality Control Board.

☐ Contractor shall use the most current IPM technologies available to ensure the long-term prevention or suppression of pest problems and to minimize negative impacts on the environment, non-target organisms, and human health for the control or management of

pests in and around City buildings and facilities, parks and golf courses, urban landscape areas, rights-of-way, and other City properties.

- ☐ Contractor will consider the City IPM Policy's hierarchy of options or alternatives listed below, in the following order before recommending the use of or applying any pesticide on City property:

    a. No controls (e.g. tolerating the pest infestation, use of resistant plant varieties or allowing normal life cycle of weeds);
    b. Physical or mechanical controls (e.g. hand labor, mowing, exclusion);
    c. Cultural controls (e.g. mulching, disking, alternative vegetation) and good housekeeping (e.g. cleaning desk area);
    d. Biological controls (e.g., natural enemies or predators);
    e. Reduced-risk chemical controls (e.g., soaps or oils);
    f. Other chemical controls.

- ☐ Prior to applying chemical controls the contractor shall complete a checklist for the City's pre-approval that explains why a chemical control is necessary. For annual contracts that require regular application of chemical controls the contractor shall submit one checklist prior to the initiation of the project demonstrating that the hierarchy has been reviewed and no other options exist. Additionally, the Contractor shall provide documentation to the City's project manager of the implementation of the IPM techniques hierarchy described in the City's IPM Policy.

- ☐ Contractor shall avoid the use of the following pesticides that threaten water quality, human health and the environment:

    a. Acute Toxicity Category I chemicals as identified by the Environmental Protection Agency (EPA)
    b. Organophosphate pesticides (e.g., those containing Diazinon, chlorpyrifos or malathion)
    c. Pyrethroids (bifenthrin, cyfluthrin, beta-cyfluthrin, cypermethrin, deltamethrin, esfenvalerate, lambda-cyhalothrin, permethrin, and tralomethrin), carbamates (e.g., carbaryl), and fipronil
    d. Copper-based pesticides unless their use is judicious, other approaches and techniques have been considered, and the threat of impact to water quality is prevented.

- ☐ Contractor shall sign a Contractor Verification Form (available from the Public Works Department) indicating the intent to implement the City's IPM Policy, and return a signed copy to the City's project manager.

- ❑ Contractor shall provide to the City's project manager an annual Report of all pesticide usage in support of City operations including pesticide name, active ingredient(s), target pest(s), the total amounts used and the reasons for any increase in use of any pesticide.

- ❑ Contractor shall provide a copy of any current IPM certifications(s) to the City's project manager prior to initiation of the service work.

A copy of the City's IPM Policy may be obtained from the City's project manager and is also on file with the City Clerk.

31. PURCHASES OF MINED MATERIALS REQUIREMENT:

Contractor shall ensure that all purchases of mined materials such as construction aggregate, sand and gravel, crushed stone, road base, fill materials, and any other mineral materials must originate from a surface mining operation identified on the AB3098 List per the Surface Mining and Reclamation Act of 1975 (SMARA).

Within five days of award of contract, Contractor shall submit a report to City which lists the intended suppliers for the above materials and demonstrates that the suppliers are in compliance with the SMARA requirements. The AB3098 List is maintained by the Department of Conservation's Office of Mine Reclamation (OMR) and can be viewed at: www.conservation.ca.gov/OMR/ab_3098_list/index.htm. Note that the list changes periodically and should be reviewed accordingly.

32. TERMINATION:

In the event Contractor fails or refuses to perform any of the provisions hereof at the time and in the manner required hereunder, Contractor shall be deemed in default in the performance of this Agreement. If such default is not cured within a period of two (2) business days after receipt by Contractor from the City of written notice of default, specifying the nature of such default and the steps necessary to cure such default, the City may terminate the Agreement forthwith by giving to the Contractor written notice thereof.

The City shall have the option, at its sole discretion and without cause, of terminating this Agreement by giving seven (7) days' prior written notice to Contractor as provided herein. Upon termination of this Agreement, each party shall pay to the other party that portion of compensation specified in this Agreement that is earned and unpaid prior to the effective date of termination.

33. ATTORNEY'S FEES:

In the event of the bringing of any action or suit by a party hereto against the other party by reason of any breach of any covenants, conditions, obligation or provision arising out of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all of its costs and expenses of the action or suit, including reasonable attorneys' fees, experts' fees, all court costs and other costs of action incurred by the prevailing party in connection with the prosecution or defense of such action and enforcing or establishing its rights hereunder (whether or not such action is prosecuted to a judgment). For the purposes of this Agreement, reasonable fees of attorneys of the Alameda City Attorney shall be based on the fees regularly charged by private attorneys with the equivalent number of years of experience in the subject matter area of the law

for which the Alameda City Attorney's services were rendered who practice in Alameda County in law firms with approximately the same number of attorneys as employed by the Alameda City Attorney's Office.

34. PCC SECTION 9204 SUMMARY - CLAIMS SUBMITTED BETWEEN 01-01-2017 AND 01-01-2020.:

Notwithstanding anything else to the contrary stated in the Information For Bidders (IFB) or the Contract Documents, all claims, regardless of dollar amount, submitted between January 1, 2017 and January 1, 2020 shall be governed by PCC Section 9204 and this section.

The following provisions and procedures shall apply:

A. For the purposes of this section, the term "Claim", "Contractor", "mediation", "Public Entity" "Public works project" and "Subcontractor" shall have the meaning provided for in PCC Section 9204.

B. Contractor shall submit each Claim (whether for a time extension, payment for money or damages) in writing and in compliance with PCC Section 9204. Contractor must include reasonable documentation to support each claim.

C. Upon receipt of a Claim, the City shall conduct a reasonable review and respond in writing within 45 days of receipt and shall identify in a written statement what portions of the claim are disputed and undisputed. Undisputed portions of the Claim shall be process and paid within 60 days of the written statement. Undisputed amounts not paid in a timely manner shall bear interest at 7% per annum. The City and Contractor may mutually agree to extend the 45 day response time.

D. If the City needs approval from the City Council to provide a written statement, the 45 days may be extended to 3 days following the next duly noticed public meeting pursuant to PCC Section 9204(d)(1)(C).

E. If the City fails to timely respond to a Claim or if Contractor disputes the City's response, Contractor may submit a written demand for an informal meet and confer conference with the City to settle the issues in dispute. The demand must be sent via registered or certified mail, return receipt requested. Upon receipt, the City shall schedule the conference within 30 days.

F. Within 10 business days following the informal meet and confer conference, the City shall submit to Contractor a written statement describing any issues remaining in dispute and that portion which is undisputed. Undisputed portions of the Claim shall be process and paid within 60 days of the written statement. Undisputed amounts not paid in a timely manner shall bear interest at 7% per annum. The issues remaining in dispute shall be submitted to non-binding mediation. If the City and Contractor mutually agree on a mediator, each party shall pay equal portions of all associated costs. If within 10 business days, the City and Contractor cannot agree on a mediator, each party shall select a mediator (paying all costs associated with their selected mediator), and those mediators shall select a qualified neutral third party to mediate the disputed issues. The City and Contractor shall pay equal portions of all associated costs of such third party mediator.

G. Unless otherwise agreed by the City and Contractor, any mediation conducted hereunder shall excuse any further obligation under Public Contract Code Section 20104.4 to mediate after litigation has commenced.

H. The City reserves all rights and remedies that it has pursuant to the Construction Contract, plans and specification, at law or in equity which are not in conflict with PCC 9204.

I. This Section shall be automatically extended if legislation is lawfully passed which extends the terms of Public Contract Code Section 9204 beyond January 1, 2020.

35. **CONFLICT OF LAW:**

This Agreement shall be interpreted under, and enforced by the laws of the State of California excepting any choice of law rules which may direct the application of laws of another jurisdiction. The Agreement and obligations of the parties are subject to all valid laws, orders, rules, and regulations of the authorities having jurisdiction over this Agreement (or the successors of those authorities.) Any suits brought pursuant to this Agreement shall be filed with the courts of the County of Alameda, State of California.

36. ADVERTISEMENT:

Contractor shall not post, exhibit, display or allow to be posted, exhibited, displayed any signs, advertising, show bills, lithographs, posters or cards of any kind pertaining to the services performed under this Agreement unless prior written approval has been secured from the City to do otherwise.

37. **WAIVER:**

A waiver by City of any breach of any term, covenant, or condition contained herein, shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein, whether of the same or a different character.

38. **INTEGRATED CONTRACT:**

This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties hereto, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions hereof. Any modification of this Agreement will be effective only by written execution signed by both the City and Contractor.

39. **INSERTED PROVISIONS:**

Each provision and clause required by law to be inserted into the Agreement shall be deemed to be enacted herein, and the Agreement shall be read and enforced as though each were included herein. If through mistake or otherwise, any such provision is not inserted or is not correctly inserted, the Agreement shall be amended to make such insertion on application by either party.

40. **CAPTIONS:**

The captions in this Agreement are for convenience only, are not a part of the Agreement and in no way affect, limit or amplify the terms or provisions of this Agreement.

Signatures on next page

IN WITNESS WHEREOF, the parties have caused the Agreement to be executed on the day and year first above written.

COMPANY NAME
(A California Corporation, partnership, sole proprietor, individual)

_____
(Name)
(Title – President, Vice President)

_____
(Name)
(Title – CFO, Treasurer, Asst. Treasurer)

Contractor License No._____

DIR No._____

CITY OF ALAMEDA,
a Municipal Corporation

_____
David L. Rudat
Interim City Manager

RECOMMENDED FOR APPROVAL

_____
Liam Garland
Public Works Director

APPROVED AS TO FORM:
City Attorney

_____
Lisa Maxwell
Assistant City Attorney

INSERT FHWA-1273 HERE

I. General
II. Nondiscrimination
III. No segregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subletting or Assigning the Contract
VII. Safety: Accident Prevention
VIII. False Statements Concerning Highway Projects
IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
X. Compliance with Government wide Suspension and Debarment Requirements
XI. Certification Regarding Use of Contract Funds for Lobbying

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 design-build 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.

3. 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-job training."

FHWA-1273 -- Revised May 1, 2012

2. EEO Officer: The contractor will designate and make known to the contracting officers and EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting and 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.

c. 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).

c. 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.

FHWA-1273 -- Revised May 1, 2012

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.

8. 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):

a. 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:

(1) The number and work hours of minority and non-minority 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 Form FHWA-1391. 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.

FHWA-1273 -- Revised May 1, 2012

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.

FHWA-1273 -- Revised May 1, 2012

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.

FHWA-1273 -- Revised May 1, 2012

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.

5. 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.

FHWA-1273 -- Revised May 1, 2012

8. 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.

2. 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.

5. 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 falsification, 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:

1. 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.
2. 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.

FHWA-1273 -- Revised May 1, 2012

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 fact 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 (https://www.epls.gov/), 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.

* * *

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:

(1) 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.

FHWA-1273 -- Revised May 1, 2012

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 (https://www.epls.gov/), 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 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.

* * * * *

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

1. 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.

2. 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.

* * * * *

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 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.

   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 information of participant is not required to exceed that which is $100,000 and that all such recipients shall certify and disclose accordingly.

CITY / COUNTY OF _____
DEPARTMENT OF PUBLIC WORKS

PAYMENT BOND

(Section 3247, Civil Code)

WHEREAS, The City / County of _____, acting by and through the Department of Public Works, hereafter referred to as "Obligee", has awarded to Contractor _____, hereafter designated as the "Principal", a contract for the work described as follows:

AND WHEREAS, said Principal is required to furnish a bond in connection with said contract, to secure the payment of claims of laborers, mechanics, materialmen and other persons as provided by law.
NOW, THEREFORE, we the undersigned Principal and Surety are bound unto the Obligee in the sum of _____ dollars ($ _____), for which payment, we bind ourselves, jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH,

That if said Principal or its subcontractors shall fail to pay any of the persons named in Civil Code Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by such claimant, or any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board for the wages of employees of the Principal and his subcontractors pursuant to Section 18806 of the Revenue and Taxation Code, with respect to such work and labor, that the surety herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, the surety will pay a reasonable attorney's fee to be fixed by the court. This bond shall inure to the benefit of any of the persons named in Civil Code Section 3181 as to give a right of action to such persons or their assigns in any suit brought upon this bond.

Dated: _____, 20 ____

Correspondence or claims relating to this bond should be sent to the surety at the following address:

_____
_____
_____

_____
Principal

_____
Surety (SEAL)

_____
By : Attorney-in-Fact

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

CERTIFICATE OF ACKNOWLEDGEMENT

State of California
City / County of _____ SS

On this _____ day of _____ in the year 20 ___ before me _____, personally appeared _____, personally known to me (or proved to me
Attorney-in-fact
on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument as the attorney-in-fact of _____ and acknowledged to me that he/she subscribed the name of the said company thereto as surety, and his/her own name as attorney-in-fact.

(SEAL)

_____
Notary Public

CITY / COUNTY OF _____
DEPARTMENT OF PUBLIC WORKS

PERFORMANCE BOND

(To Accompany Contract)

Bond No. _____

WHEREAS, the City / County of _____, acting by and through the Department of Public Works, has awarded to Contractor _____, hereafter designated as the "Contractor", a contract for the work described as follows:

AND WHEREAS, the Contractor is required to furnish a bond in connection with said contract, guaranteeing the faithful performance thereof:

NOW, THEREFORE, we the undersigned Contractor and Surety are held firmly bound to the City / County of _____ in the sum of $ _____ dollars ($ _____), to be paid to said City / County or its certain attorney, its successors and assigns: for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH,

That if the above bound Contractor, its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the foregoing contract and any alteration thereof made as therein provided, on his or their part to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning, and shall indemnify and save harmless the City / County of _____, its officers and agents, as therein stipulated, then this obligation shall become and be null and void; otherwise it shall be and remain in full force and virtue.

IN WITNESS WHEREOF, We have hereunto set our hands and seals on this _____ day of _____, 20___.

Correspondence or claims relating to this bond should be sent to the surety at the following address:

_____

_____

_____

_____

_____

_____

_____
Contractor

_____
Name of Surety **(SEAL)**

_____
By : Attorney-in-Fact

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

CERTIFICATE OF ACKNOWLEDGEMENT

State of California, City / County of _____ SS

On this _____ day of _____ in the year 20 ___ before me _____, a notary public in and for the City / County of _____, personally appeared _____, known to me to be the person whose name is subscribed to this
Attorney-in-fact
instrument and known to me to be the attorney-in-fact of _____ and acknowledged to me that he/she subscribed the name of the said company thereto as surety, and his/her own name as attorney-in-fact.

_____
NOTARY PUBLIC

(SEAL)

Exhibit 'D'

CONTRACTOR AGREEMENT
(IN EXHIBIT C BID BOOK)

Exhibit 'E'

LIST OF SUBMITTALS

EXHIBIT "E"

LIST OF SUBMITTALS

CITY OF ALAMEDA

REPAIR & RESURFACING OTIS DRIVE FROM PARK STREET TO BROADWAY AND
PACIFIC AVENUE FROM MAIN STREET TO FOURTH STREET
No. P.W. 03-15-02
FEDERAL IDENTIFICATION NUMBER: STPL-5014(041)

Shall include but not limited to the following:

Item	Section Reference	Due Date/Frequency
1. Contract Bonds	Section 3-1.05	Within 10 days of award
2. Certified Payroll	Section 7-1.06	Submitted weekly
3. Emergency Form	Exhibit F	Preconstruction meeting
4. Insurance	Section 3-1.06	Within 10 days of award
5. Permits/Licenses	Section 7-1.09	Preconstruction meeting
6. Traffic Control Plan	Section 10-1.01	Preconstruction meeting
7. Work Staging Schedule	Section 10-1.01	Preconstruction meeting and update every biweekly progress meeting

*Contractor shall provide proof of ordering these items at the preconstruction meeting.

Exhibit 'F'

EMERGENCY FORM

Emergency Form

During the course of the work and/or while the contractor has responsibility for the project, emergencies may arise where it is necessary to repair or replace safety devices, or install additional safety devices, or take preventative measures necessary for public safety. Such corrections as may be necessary are the contractor's responsibility and he, or his representative, will be called upon in such emergencies.

Please fill in the following information and submit it to the Project Manager/Engineer.

CONTRACTOR'S NAME_____

CONTRACTOR'S PHONE NUMBER_____

PROJECT SUPERINTENDENT_____

CONTACT IN THE EVENT OF EMERGENCY:

Name: _____

Phone Number:_____

In cases where the contractor, or his representative, cannot be contacted or will not take the necessary actions, the City Public Works Department will be notified and the necessary repairs, corrections, or changes will be made. The contractor will be billed for such remedial action. Charges will include the cost of labor at applicable rates, the City's normal overhead factor, the rental of any equipment or safety devices placed during the emergency that are damaged or stolen, or otherwise not returned to the City, will be billed to the contractor.

Scheduled starting date_____

Scheduled completion date_____

Job Name _____

1.

Exhibit 'G' and Exhibit 'H'

SEE BID BOOK (Exhibit C)
FOR
PERFORMANCE BOND & PAYMENT BOND

Exhibit 'I'

AGREEMENT TO BE BOUND

AGREEMENT TO BE BOUND TO PSA

PROJECT STABILIZATION AGREEMENT FOR THE CITY OF ALAMEDA
AGREEMENT TO BE BOUND

The undersigned party confirms that it agrees and assents to comply with and to be bound by the City of Alameda Project Stabilization Agreement as such Agreement may, from time to time, be amended by the parties or interpreted pursuant to its terms. A copy of the Agreement is included as Exhibit T.

By executing this Agreement To Be Bound, the undersigned party subscribes to, adopts and agrees to be bound by the written terms of the legally established trust agreements, as set forth in section 17, specifying the detailed basis upon which contributions are to be made into, and benefits made out of, such Trust Fund(s) and ratifies and accepts the trustees appointed by the parties to such Trust Fund(s) and agrees to execute a separate Subscription Agreement(s) for Trust Funds when such Trust Fund(s) require(s) such document(s).

Such assent and obligation to comply with and to be bound by this Agreement shall extend to all work covered by said Agreement undertaken by the undersigned party. The undersigned party shall require all of its subcontractors, of whatever tier, to become similarly bound for all their work within the scope of this Agreement by signing an identical Agreement To Be Bound.

This letter shall constitute a subscription agreement, to the extent of the terms of the letter.

Dated:_____ Project: _____

_____ _____
Signature of Authorized Officer Authorized Officer & Title

_____ _____
Name of Contractor/Employer(s) Contractor/Employer(s) Address

_____ _____
CSLB # Area Code Phone

_____ _____
E-mail and/or Fax Motor Carrier (CA) Permit Number

_____
DIR Prevailing Wage Registration #

Exhibit 'J'

PROJECT STABILIZATION AGREEMENT FOR THE CITY OF ALAMEDA

PROJECT STABILIZATION AGREEMENT

FOR THE

CITY OF ALAMEDA

PREAMBLE

This Agreement is made and entered into on this date, January 19, 2017, by and between the city of Alameda ("City" or "Owner") together with contractors and/or subcontractors who shall become signatory to this Agreement by signing the "Agreement To Be Bound" (Addendum "A"), ("Contractor/Employer(s)"), and the Building and Construction Trades Council of Alameda County, AFL-CIO ("Council") and its affiliated Local Unions signatory hereto ("Union(s)").

The purpose of this Agreement is to promote efficiency of construction operations during construction of the Project (as defined in Section 1.11 below) by providing for the orderly and peaceful settlement of labor disputes and grievances without strikes, work stoppages or lockouts, thereby promoting the public interest in assuring the timely and economical completion of the Project.

RECITALS

WHEREAS, the timely and successful completion of the Project is of the utmost importance to the city of Alameda; and

WHEREAS, large numbers of workers of various skills will be required in the performance of the construction work, including those to be represented by the Union(s) signatory to this Agreement employed by Contractor/Employer(s) and subcontractors who are also signatories to this Agreement; and

WHEREAS, it is recognized that on a project of this magnitude with multiple contractors and bargaining units on the job site at the same time over an extended period of time, the potential for work disruption is substantial without an overriding commitment to maintain continuity of work; and

WHEREAS, the interests of the general public, the city of Alameda, the Union(s) and Contractor/Employer(s) would be best served if the construction work proceeded in an orderly manner without disruption because of strikes, sympathy strikes, work stoppages, picketing, lockouts, slowdowns or other interferences with work; and

WHEREAS, the Contractor/Employer(s) and the Union(s) desire to mutually establish and stabilize wages, hours and working conditions for the workers employed on the Project by the Contractor/Employer(s), and further, to encourage close cooperation among the

Contractor/Employer(s) and the Union(s) so that a satisfactory, continuous and harmonious relationship will exist among the parties to this Agreement; and

WHEREAS, the parties agree that one of the primary purposes of this Agreement is to avoid the tensions that might arise on the Project if union and non-union workers of different employers were to work side by side on the Project thereby leading to labor disputes that could delay completion of the Project; and

WHEREAS, this Agreement is not intended to replace, interfere with, abrogate, diminish or modify existing local or national collective bargaining agreements in effect during the duration of the Project, insofar as a legally binding agreement exists between the Contractor/Employer(s) and the affected Union(s), except to the extent that the provisions of this Agreement are inconsistent with said collective bargaining agreements, in which event, the provisions of this Agreement shall prevail; and

WHEREAS, the contract(s) for construction work on the Project will be awarded in accordance with the applicable provisions of the California Public Contract Code; and

WHEREAS, the city of Alameda desires to provide construction training and employment opportunities for residents of the city of Alameda and Alameda County through apprentice and pre-apprentice programs; and

WHEREAS, the parties to this Agreement pledge their full good faith and trust to work towards a mutually satisfactory completion of the Project;

NOW, THEREFORE, IT IS AGREED BETWEEN AND AMONG THE PARTIES HERETO, AS FOLLOWS:

ARTICLE 1

DEFINITIONS

1.1 "City" means the city of Alameda.

1.2 "Agreement" means this Project Stabilization Agreement and all attached hereto Addenda.

1.3 "Agreement To Be Bound" means the document, as set forth in Addendum A hereto, that formally binds the Contractor/Employer(s) to comply with all the terms and conditions of this Agreement and that operates as a pre-condition to performing work on the Project.

1.4 "Apprentice" means an individual registered and participating as an apprentice in a Joint Labor/Management Apprenticeship Program approved by the State of California, Department of Industrial Relations, Division of Apprenticeship Standards.

1.5 "Completion" shall mean the date upon which the written notice of completion has been issued for a specific building, phase or project constructed under this Agreement.

1.6 "Construction Contract" means the public works or improvement contract(s) which will be awarded by the City and which are necessary to complete the Project, including subcontracts at any tier.

1.7 "Contractor/Employer(s)" means any individual, firm, partnership or corporation, or combination thereof, including joint ventures, and their successors and assigns that is an independent business enterprise and enters into a contract with the City or its Project Manager or any of its contractors or subcontractors at any tier, with respect to the construction of any part of the Project under contract terms and conditions approved by the City and which incorporate this Agreement.

1.8 "Coordinator" means that individual or entity designated and authorized by the City to provide those administrative services required by this Agreement.

1.9 "Council" means the Building and Construction Trades Council of Alameda County, AFL-CIO.

1.10 "Master Labor Agreement" ("MLA" or "Schedule A") means the Master Collective Bargaining Agreement of each craft Union(s) signatory to this Agreement listed in Exhibit A to this Agreement and incorporated herein by reference, a copy of which shall be made available to the City upon request.

1.11 "Project" means those Construction Contracts for individual public works, within the City of Alameda with a total value (as estimated by the City) of one million dollars ($1,000,000.00) or more. Specifically excluded from this definition of Project and, therefore, the scope of this Agreement are multi-year contracts that have already been let by the City. The City and the Council may mutually agree in writing to add additional components to the Project Scope of Work to be covered under this Agreement.

1.12 "Project Manager" means the person or persons or business entity designated by City or private developer having control over a public works project to oversee all phases of construction on the Project.

1.13 "Trust Fund(s)" means an agreement for an established vacation, pension or other form of deferred compensation plan, apprenticeship and health benefit funds established by an applicable Master Labor Agreement as set forth in Section 17.1.

1.14 "Union(s)" means the Building and Construction Trades Council of Alameda County, AFL-CIO and any affiliated Labor Organization signatory to this Agreement, acting on their own behalf and on behalf of their respective affiliates and member organizations whose names are subscribed hereto and who have through their officers executed this Agreement.

ARTICLE 2

SCOPE OF AGREEMENT

2.1 The City will apply this Agreement as a contract specification to the award of all public works construction contracts on the Project for Covered Work as specifically defined under Article 2 of this Agreement. This Agreement does not apply to any private development projects. In the event that the City is made aware that this Agreement or portions thereof are inconsistent with the terms and conditions of any grant, loan, or contract with any Federal or State agency or with the instructions or directions of an authorized representative of a Federal or State agency regarding the requirements of any such grant, loan, or contract, the City shall notify the Council. Within seven (7) days of notification, the parties shall meet and confer to attempt to modify the Agreement to avoid forfeiture of any funding or otherwise resolve the issue. Should the parties be unable to come to agreement, the Agreement or any inconsistent provision shall be subject to resolution by the grievance arbitration procedures set forth in Article 11. The foregoing notwithstanding, if the granting agency determines that the resolution of such grievance procedure will result in the forfeiture of material grant funds (meaning an amount that would threaten viability of the project), then the Agreement may be modified or terminated in order to avoid the forfeiture.

2.2 Parties: The Agreement shall apply and is limited to all Contractor/Employer(s) performing work for the Project (including subcontractors at any tier), the City, the Council and the Union(s) signatory to this Agreement, acting on their own behalf and on behalf of their respective affiliates and member organizations whose names are subscribed hereto and who have through their officers executed this Agreement.

2.3 Covered Work: This Agreement covers, without limitation, all site preparation, surveying, construction, alteration, demolition, installation, improvement painting or repair of buildings, structures and other works, and related activities for the Project, including geotechnical and exploratory drilling, temporary HVAC, and landscaping and temporary fencing that is within the craft jurisdiction of one of the Union(s) and which is directly or indirectly part of the Project, including, without limitation to the following examples, pipelines (including those in linear corridors built to serve the project), pumps, pump stations, start-up, and modular furniture installation. On-site work includes work done for the Project in temporary yards or areas adjacent to the Project, and at any on-site or off-site batch plant constructed solely to supply materials to the Project. This scope of work includes all on-site soils and materials testing and inspection where such testing and inspection is a classification in which a prevailing wage determination has been published.

2.4.1 This Agreement shall apply to any start-up, calibration, commissioning, performance testing, repair, operational revisions to systems and/or subsystems performed after Completion if it is within the scope of the contract for public work unless it is performed by City employees.

2.4.2 This Agreement covers all on-site fabrication work over which the City, Contractor/Employer(s) or subcontractor(s) possess the right of control (including work done for the Project in any temporary yard or area established for the Project). Additionally, it is agreed hereby that this Agreement covers any off-site work, including fabrication work necessary for the Project defined herein, that is covered by a current MLA or local addenda to a National Agreement of the applicable Union(s) that is in effect as of the execution date of this Agreement.

2.4.3 The furnishing of supplies, equipment or materials which are stockpiled for later use shall not be covered by this Agreement. However, construction trucking work, such as the delivery of ready-mix, asphalt, aggregate, sand or other fill material which are incorporated into the construction process as well as the off-hauling of debris and excess fill, material and/or mud, shall be covered by the terms and conditions of this Agreement, to the fullest extent provided by law and by prevailing wage determinations of the California Department of Industrial Relations. Contractor/Employer(s), including brokers, of persons providing construction trucking work shall provide certified payroll records to the City within ten (10) days of written request or as required by bid specifications.

2.4.4 It is agreed that the Contractor shall require all contractors of whatever tier who have been awarded contracts for work covered by this Agreement, to accept and be bound by the terms and conditions of this Project Agreement by executing the Agreement to be Bound (Attachment A) prior to commencing work. The Project Manager and/or Coordinator shall assure compliance with this Agreement by the Contractors. It is further agreed that, where there is a conflict, the terms and conditions of this Project Agreement shall supersede and override terms and conditions of any and all other national, area, or local collective bargaining agreements; except work covered by the Agreement within the following craft jurisdictions shall be performed under the terms of their National Agreements as follows: National Agreement of Elevator Constructors, National Transient Lodge (NTL) Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, and all instrument calibration work and loop checking shall be performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians, except that Articles 5, 6, and 11 of this Agreement shall prevail and be applied to such work. It is understood that this is a self-contained, stand alone, Agreement and that by virtue of having become bound to this Project Agreement, neither the Project Contractor/Manager nor the Contractors will be obligated to sign any other local, area, or national agreement.

2.5 The on-site installation or application of all items shall be performed by the craft having jurisdiction over such work as set forth under the provisions of this Agreement; provided, however, it is recognized that installation of specialty items which may be furnished by the owner of the Project or a contractor shall be performed by construction persons employed under this Agreement who may be directed by other personnel in a supervisory role.

2.6 After installation by the Contractor/Employer(s) and upon Completion, it is understood, the City reserves the right to perform start-up, operation, repair, maintenance or revision of equipment or systems with employees of the City. If required, the service representative may make a final check and may direct workmen on site to make any necessary repairs to protect the terms of a manufacturer's guarantee or warranty prior to start-up of a piece of equipment.

2.7 It is expressly agreed and understood by the parties hereto that the City shall have the right to purchase material and equipment from any source, except where limited by this Agreement, and the craftspersons will handle and install such material and equipment.

2.8 Exclusions. The following shall be excluded from the scope of this Agreement:

2.8.1 The Agreement is not intended to, and shall not affect or govern the award of public works contracts by the City which are not included in the Project.

2.8.2 The Agreement shall not apply to a Contractor/Employer(s)' non-construction craft employees, including, but not limited to, executives, managerial employees, engineering employees and supervisors above the level of General Foreman or Senior General Foreman (except those covered by existing MLAs), staff engineers or other professional engineers, administrative and management.

2.8.3 This Agreement shall not apply to any work performed on or near or leading to the site of work covered by this Agreement that is undertaken by state, county, city or other governmental bodies or their contractors; or by public or private utilities or their contractors.

2.8.4 Off-site maintenance of leased equipment and on-site supervision of such work;

2.8.5 The City shall not be required to comply with this Agreement for any work performed with its own forces as permitted by the City Charter, City Codes or Ordinances, the California Uniform Construction Cost Accounting Act, Public Contract Code and Education Code, as applicable.

2.9 Award of Contracts: It is understood and agreed that the City shall, for the award of contracts for public works, have the absolute right to select the bidder with the lowest responsive, responsible bid for the award of contracts under this Agreement. The bidder need only be willing, ready and able to execute and comply with this Agreement.

ARTICLE 3

EFFECT OF AGREEMENT

3.1 By executing the Agreement, the Union(s) and the City agree to be bound by each and all of the provisions of the Agreement.

3.2 By accepting the award of a construction contract for the Project, whether as contractor or subcontractor, the Contractor/Employer(s) agrees to be bound by each and every provision of the Agreement and agrees that it will evidence its acceptance prior to the commencement of work by executing the Agreement To Be Bound in the form attached hereto as Addendum A.

3.3 At the time that any Contractor/Employer(s) enters into a subcontract with any subcontractor providing for the performance of a construction contract, the Contractor/Employer(s) shall provide a copy of this Agreement to said subcontractor and shall require the subcontractor as a part of accepting an award of a construction subcontract to agree in writing to be bound by each and every provision of this Agreement prior to the commencement of work. The obligations of a Contractor/Employer(s) may not be evaded by subcontracting.

3.4 Each Contractor/Employer(s) shall give written notice to the Union(s) of any subcontract involving the performance of work covered by this Agreement within either seven (7) days of entering such subcontract or before such Contractor/Employer(s) commences work on the Project, whichever occurs first. Such notice shall specify the name, address, phone number, and the California Contractor State License Board (CSLB) license number and motor carrier permit number, and DIR registration number, of the Contractor/Employer(s). Written notice at a Pre-Job Conference shall be deemed written notice under this provision for those Contractor/Employer(s) listed at the Pre-Job only.

3.5 This Agreement shall only be binding on the signatory parties hereto and shall not apply to the parents, affiliates, subsidiaries, or other ventures of any such party. Each Contractor/Employer(s) shall alone be liable and responsible for its own individual acts and conduct and for any breach or alleged breach of this Agreement. Any dispute between the Union(s) and the Contractor/Employer(s) respecting compliance with the terms of the Agreement shall not affect the rights, liabilities, obligations and duties between the signatory Union(s) and other Contractor/Employer(s) party to this Agreement.

3.6 The provisions of this Agreement, including MLA's, shall apply to the work covered by this Agreement, notwithstanding the provisions of any other local, area and/or national agreements which may conflict with or differ from the terms of this Agreement. Where a subject covered by the provisions of this Agreement is also covered by a MLA, the provisions of this Agreement shall prevail. Where a subject is covered by the provisions of a MLA and is not covered by this Agreement, the provisions of the MLA shall prevail.

3.7 (a) With regard to any Contractor/Employer(s) that is independently signed to any MLA, this Project Stabilization Agreement shall in no way supersede or prevent the enforcement of any subcontracting clause contained in such MLA, except as specifically set forth in subsection (b) of this Section 3.7. Any such subcontracting clause in an MLA shall remain and be fully enforceable between each craft union and its signatory employers, and no provision of this Project Stabilization Agreement shall be interpreted and/or applied in any

manner that would give this Project Stabilization Agreement precedence over subcontracting obligations and restrictions that exist between craft unions and their respective signatory employers under an MLA, except as specifically set forth in subsection (b) of this Section 3.7.

(b) If a craft union (hereafter "Aggrieved Union") believes that an assignment of work on this Project has been made improperly by a contractor or subcontractor, even if that assignment was as a result of another craft union's successful enforcement of the subcontracting clause in its MLA, as permitted by subsection (a) of this Section 3.7, the Aggrieved Union may submit a claim under the jurisdictional resolution process contained in Article 6 of this PLA, and the decision rendered as part of that process shall be enforceable to require the contractor or subcontractor that made the work assignment to assign that work prospectively to the Aggrieved Union. An award made to a craft union under the subcontracting clause of its MLA, as permitted pursuant to Section 3.7 (a) of this Article, shall be valid and fully enforceable by that craft union unless it conflicts with a jurisdictional award made pursuant to this Agreement. If the award made under the MLA conflicts with the jurisdictional award, the award of any damages under the former shall be null and void ab initio.

ARTICLE 4

RELATIONSHIP BETWEEN PARTIES

4.1 This Agreement shall only be binding on the signatory parties hereto, and shall not apply to parents, affiliates, subsidiaries, or other ventures of any such party.

4.2 Each Contractor/Employer(s) shall alone be liable and responsible for its own individual acts and conduct and for any breach or alleged breach of this Agreement. Any alleged breach of this Agreement by a Contractor/Employer(s) or any dispute between the Union(s) and the Contractor/Employer(s) respecting compliance with the terms of this Agreement, shall not affect the rights, liabilities, obligations and duties between the signatory Union(s) and each of the other Contractor/Employer(s), party to this Agreement.

4.3 It is mutually agreed by the parties that any liability of a Union(s) shall be several and not joint. Any alleged breach of this Agreement by a signatory Union(s) shall not affect the rights, liabilities, obligations and duties between the Contractor/Employer(s) and the other Union(s) party to this Agreement.

4.4 It is recognized by the parties to this Agreement that the Contractor/Employer(s) are acting only on behalf of said Contractor/Employer(s), and said Contractor/Employer(s) have no authority, either expressed, implied, actual, apparent or ostensible, to speak for or bind the City.

ARTICLE 5

NO STRIKES - NO LOCKOUTS

5.1 The Union(s), the City and Contractor/Employer(s) covered by the Agreement agree that for the duration of the Project:

5.1.1 There shall be no strikes, sympathy strikes, work stoppages, picketing, hand billing or otherwise advising the public that a labor dispute exists, or slowdowns of any kind, for any reason, by the Union(s) or employees employed on the Project, at the job site of the Project or at any other facility of the City because of a dispute on the Project. Disputes arising between the Union(s) and Contractor/Employer(s) on other City projects are not governed by the terms of the Agreement or this Article.

5.1.2 As to employees employed on the Project, there shall be no lockout of any kind by a Contractor/Employer(s) covered by the Agreement.

5.1.3 If a master collective bargaining agreement expires before the Contractor/Employer(s) completes the performance of the Construction Contract and the Union(s) or Contractor/Employer(s) gives notice of demands for a new or modified master collective bargaining agreement, the Union(s) agrees that it will not strike on work covered under this Agreement and the Union(s) and the Contractor/Employer(s) agree that the expired master collective bargaining agreement shall continue in full force and effect for work covered under this Agreement until a new or modified master collective bargaining agreement is reached. If the new or modified master collective bargaining agreement provides that any terms of the master collective bargaining agreement shall be retroactive, the Contractor/Employer(s) agrees to comply with any retroactive terms of the new or modified master collective bargaining agreement which are applicable to employees who were employed on the projects during the interim with retroactive payment due within seven (7) days of the effective date of the modified Master Agreement.

5.1.4 Withholding employees for failure of a Contractor/Employer(s) to tender timely Trust Fund(s) contributions as required in accordance with Article 16 and/or for failure to timely meet its weekly payroll is not a violation of this Article 5; however, the Union(s) shall give the affected Contractor/Employer(s), the Coordinator and the City written notice seventy-two (72) hours prior to the withholding of employees when failure to tender Trust Fund(s) contributions has occurred. There shall be twenty-four (24) hours notice when failure to meet weekly payroll has occurred or when paychecks are determined to be nonnegotiable by a financial institution normally recognized to honor such paychecks.

Should a Contractor/Employer(s) performing work on this Project be delinquent in the payment of Trust Fund(s) contributions required under this Agreement, the

Union(s) may request that the general Contractor/Employer(s) issue joint checks payable to the Contractor/Employer(s) and the appropriate employee benefit Trust Fund(s), on behalf of the employee(s) until such delinquencies are satisfied. Any Trust Fund(s) claiming that a Contractor/Employer(s) is delinquent in its fringe benefit contributions to the Trust Fund(s) will provide written notice of the alleged delinquency to the affected Contractor/Employer(s), with copies to the General Contractor/Employer(s), the Coordinator and the City. The notice will indicate the amount of delinquency asserted and the period that the delinquency covers. It is agreed, however, with respect to Contractor/Employer(s) delinquent in trust or benefit contribution payments, that nothing in this Agreement shall affect normal contract remedies available under the MLAs. If the General Contractor/Employer(s) is delinquent in the payment of Trust Fund(s) contributions for covered work performed on this project, the General Contractor/Employer(s) agrees that the affected Trust Fund(s) may place the City on notice of such delinquencies and the General Contractor/Employer(s) further agrees that the City may issue joint checks to the General Contractor/Employer(s) and the Trust Fund(s), on behalf of the employee(s) until the delinquency is satisfied.

5.2 Expedited Arbitration: Any party to this Agreement shall institute the following procedure, prior to initiating any other action at law or equity, when a breach of this Article is alleged to have occurred:

5.2.1 A party invoking this procedure shall notify Bob Hirsch, as the permanent Arbitrator, or, Barry Winograd, as the alternate Arbitrator under this procedure. In the event that the permanent Arbitrator is unavailable at any time, the alternate will be contacted. If neither is available, then a selection shall be made from the list of Arbitrators in Article 11.2.2, Step 5. Should either the permanent or the alternate arbitrator listed above no longer work as a labor arbitrator, the City and the Council shall mutually agree to a replacement. Notice to the Arbitrator shall be by the most expeditious means available, with notices by facsimile, email or telephone to the Coordinator, the City and the party alleged to be in violation, and to the Council and involved local Union(s) if a Union(s) is alleged to be in violation.

5.2.2 Upon receipt of said notice, the Coordinator will contact the designated Arbitrator named above or his alternate who will attempt to convene a hearing within twenty-four (24) hours if it is contended that the violation still exists.

5.2.3 The Arbitrator shall notify the parties by facsimile, email or telephone of the place and time for the hearing. Said hearing shall be completed in one session, which, with appropriate recesses at the Arbitrator's discretion, shall not exceed twenty-four (24) hours unless otherwise agreed upon by all parties. A failure of any party to attend said hearings shall not delay the hearing of evidence or the issuance of an award by the Arbitrator.

5.2.4 The sole issue at the hearing shall be whether or not a violation of Article 5, Section 5.1.1 of the Agreement has occurred. The Arbitrator shall have no authority to consider any matter of justification, explanation or mitigation of such violation or to award damages, which issue is reserved for court proceedings, if any. The award shall be issued in writing within three (3) hours after the close of the hearing, and may be issued without a written opinion. If any party desires a written opinion, one shall be issued within fifteen (15) days, but its issuance shall not delay compliance with or enforcement of the award. The Arbitrator may order cessation of the violation of this Article and other appropriate relief and such award shall be served on all parties by hand or certified mail upon issuance.

5.2.5 Such award may be enforced by any Court of competent jurisdiction upon the filing of this Agreement and all other relevant documents referred to above in the following manner. Written notice of the filing of such enforcement proceedings shall be given to the other party. In the proceeding to obtain a temporary order enforcing the Arbitrator's award as issued under Section 5.2.4 of this Article, all parties waive the right to a hearing and agree that such proceedings may be ex parte. Such agreement does not waive any party's right to participate in a hearing for a final order or enforcement. The Court's order or orders enforcing the Arbitrator's award shall be served on all parties by hand or delivered by certified mail.

5.2.6 Any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure, or which interfere with compliance, are waived by the parties.

5.2.7 The fees and expenses of the Arbitrator shall be divided equally between the party instituting the arbitration proceedings provided in this article and the party alleged to be in breach of its obligation under this article.

ARTICLE 6

WORK ASSIGNMENTS AND JURISDICTIONAL DISPUTES

6.1 The assignment of Covered Work will be solely the responsibility of the Contractor/Employer(s) performing the work involved and such work assignments will be in accordance with the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry (the "Plan") or any successor Plan.

6.2 All jurisdictional disputes on this Project between or among the Union(s) and the Contractor/Employer(s), parties to this Agreement, shall be settled and adjusted according to the present Plan established by the Building and Construction Trades Department, or any other plan or method of procedure that may be adopted in the future by the Building

and Construction Trades Department. Decisions rendered shall be final, binding and conclusive on the Contractor/Employer(s) and Union(s) parties to this Agreement.

6.2.1 If a dispute arising under this Article involves the Northern California Carpenters Regional Council or any of its subordinate bodies, an Arbitrator shall be chosen by the procedures specified in Article V, Section 5, of the Plan from a list composed of John Kagel, Thomas Angelo, Robert Hirsch and Thomas Pagan and the Arbitrator's hearing on the dispute shall be held at the offices of the California State Building and Construction Trades Council in Sacramento, California, within fourteen (14) days of the selection of the Arbitrator. All other procedures shall be as specified in the Plan.

6.3 All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, or slow-down of any nature, and the Contractor/Employer(s)' assignment shall be adhered to until the dispute is resolved. Individuals violating this Section shall be subject to immediate discharge.

6.4 Each Contractor/Employer(s) shall conduct a Pre-Job Conference with the Council prior to commencing Covered Work. The Primary Employer, the Coordinator and the City will be advised in advance of all such conferences and may participate if they wish. Pre-job conferences for different Contractor/Employer(s) may be held together.

ARTICLE 7

COORDINATOR

7.1 The City will designate a Coordinator, who will be responsible for the administration and application of this Agreement.

7.2 The Coordinator shall endeavor to facilitate harmonious relations between the Contractors and Unions signatory hereto and will represent the City at the Pre-Job Conference(s) called for in Article 8 and the A Joint Administrative Committee called for in Article 20. The Coordinator shall not be responsible for the acts of the Contractor/Employer(s) or Unions signatory hereto, and will not be a party to any arbitration or litigation arising out of this Agreement.

ARTICLE 8

PRE-JOB CONFERENCES

8.1 Pre-Job Conference Timing and Attendees:

8.1.1 The Contractor shall hold and conduct a mandatory pre-job conference with representatives of all involved sub-contractors and the Unions at a location mutually agreeable to the Council at least twenty-one (21) calendar days prior to:

(a) The commencement of any Covered Work, as defined in section 2.3 above; and

(b) The commencement of Covered Work on each subsequently awarded Construction Contract.

8.1.2 The conference shall be attended by a representative of each participating Contractor, each affected Union, and the Council. The Owner may attend at its discretion.

8.2 Pre-Job Conference Information.

8.2.1 The information to be presented at the pre-job conference will consist of:

(a) A listing of each Contractor's scope of work;

(b) The Contractor's craft assignments;

(c) The estimated number of craft workers required to perform the work;

(d) Transportation and parking arrangements, if any;

(e) The estimated start and completion dates of the work;

(f) Identification of any pre-fabricated materials;

(g) All workforce projection information required under Article 14 of this Agreement; and

(h) A listing of all specialty work to be performed by the employees of an equipment vendor or manufacturer to protect the warranty on such equipment, and a demonstration by enumeration of specific tasks why such work cannot be performed by Covered Employees.

8.3 Work will not commence for any Contractor until an **Agreement to be Bound** has been signed and submitted by a duly authorized representative of the Contractor to the applicable Union(s) and the Council.

ARTICLE 9

MANAGEMENT RIGHTS

9.1 Consistent with the Schedule A Agreements, the Contractor/Employer(s) shall retain full and exclusive authority for the management of their operations, including the right to direct their work force in their sole discretion. No rules, customs or practices shall be permitted or observed which limit or restrict production, or limit or restrict the working efforts of employees except that lawful manning provisions in the MLA shall be recognized.

ARTICLE 10

WORK RULES

10.1 Work rules shall apply as set forth in the applicable MLA.

ARTICLE 11

GRIEVANCE PROCEDURE

11.1 All disputes concerning the interpretation and/or application of this Agreement which do not fall within the Article 5, No Strikes-No Lockouts procedure or Article 6, Work Assignments and Jurisdictional Disputes, shall be governed by the following grievance and arbitration procedure.

Employee Grievances: All disputes involving discipline and/or discharge of employees working on the Project shall be resolved through the grievance and arbitration provision contained in the MLA for the craft of the affected employee. No employee working on the Project shall be disciplined or dismissed without just cause.

11.2 Grievances between one or more Union(s) and one or more Contractor/Employer(s); or between the City and one or more Contractor/Employer(s) regarding interpretation and/or application of this Agreement shall be pursued according to the following provisions:

11.2.1 A grievance shall be considered null and void if not brought to the attention of the Contractor/Employer(s) or the Union(s) within fourteen (14) calendar days after the grievance is alleged to have occurred but in no event more than thirty (30) calendar days after the charging party became aware of the event giving rise to the dispute. The Coordinator shall be delivered a copy of all grievances.

11.2.2 Grievances between one or more Union(s) and one or more Contractor/Employer(s), or between the City and one or more Contractor/Employer(s) regarding provisions of this Agreement shall be settled or otherwise resolved according to the following Steps and provisions:

Step 1: A representative of the grievant and the party against whom the grievance is filed shall meet and attempt to resolve the grievance.

Step 2: In the event the matter remains unresolved in Step 1 above, within seven (7) calendar days, the grievance shall be reduced to writing and may then be referred by the Union(s), the City, or the Contractor/Employer(s) to the other party for discussion and resolution.

Step 3: In the event that the representatives are unable to resolve the dispute within the seven (7) calendar days after its referral to Step 2, either involved party may submit the dispute within seven (7) calendar days to the Joint Administrative Subcommittee established in Section 20.2. The Joint Administrative Subcommittee shall meet within seven (7) calendar days after such referral (or such longer time as is mutually agreed upon by the representatives on the Joint Administrative Subcommittee) to confer in an attempt to resolve the grievance. If a Union(s) is party to the grievance, regardless of which party has initiated the grievance proceeding, prior to the

meeting of the Joint Administrative Subcommittee, the Union(s) shall notify its International Union Representative(s), which shall advise both parties if it intends on participating in the meeting. The participation by the International Union Representative in this Step 3 meeting shall not delay the time set herein for the meeting, unless otherwise mutually agreed by the parties. If the dispute is not resolved by the Joint Administrative Subcommittee, it may be referred within seven (7) calendar days by either party to Step 4.

At the time a grievance is submitted under this Agreement or any MLA, the Union(s) may request that the City withhold and retain an amount from what is due and owing to the Contractor/Employer(s) against whom the grievance is filed, sufficient to cover the damages alleged in the grievance, should the Union(s) prevail.

The amount shall be retained by the City until such time as the underlying grievance giving rise to the retention is withdrawn, settled, or otherwise resolved, and the retained amount shall be paid to whomever the parties to the grievance shall decide, or to whomever an Arbitrator shall so order.

Step 4: In the event the matter remains unresolved in Step 3, either Party may request, within seven (7) calendar days, that the dispute be submitted to arbitration. The time limits set out in this procedure may, upon mutual agreement, be extended. Any request for arbitration, request for extension of time limits, and agreement to extend such time limits shall be in writing with a copy delivered to the Coordinator.

Step 5: The Parties agree that the Arbitrator who will hear the grievance shall be selected from the following: Barry Winograd, William Riker, and Robert Hirsch. The parties shall flip a coin to determine who shall strike the first name and shall then alternately strike names from the list and the last remaining name shall be the neutral third party Arbitrator who shall have the power to resolve the dispute in a final and binding manner. Should a Party to the procedure fail or refuse to participate in the hearing, if the Arbitrator determines that proper notice of the hearing has been given, said hearing shall proceed to a default award. The Arbitrator's award shall be final and binding on all Parties to the arbitration. The costs of the arbitration, excluding attorney fees, including the Arbitrator's fee and expenses, shall be borne by the losing party. The Arbitrator's decision shall be confined to the question(s) posed by the grievance and the Arbitrator shall not have authority to modify amend, alter, add to, or subtract from, any provisions of this Agreement.

11.3 Grievances raised by the City against one or more Union(s) and/or the Council, or against the City by one or more Union(s) and/or the Council, regarding provisions of this Agreement shall be settled or otherwise resolved according to the following Steps and provisions:

Step 1: The Joint Administrative Subcommittee shall attempt to resolve the grievance. The Joint Administrative Subcommittee shall meet within five (5) working days after receipt of the grievance (or such longer time as is mutually agreed upon by the representatives on this Joint Administrative Subcommittee) to confer with regard to the grievance. If the dispute is not resolved by the Joint Administrative Subcommittee, it may be referred within five (5) working days by either party to the Joint Administrative Committee.

Step 2: The Joint Administrative Committee shall attempt to resolve the grievance. The Joint Administrative Committee shall meet within five (5) working days after receipt of the grievance (or such longer time as is mutually agreed upon by the representatives on the Joint Administrative Committee) to confer with regard to the grievance. In the event that the Joint Administrative Committee is unable to resolve the dispute within the five (5) working days after receipt of the grievance, either involved party may proceed to Step 3.

Step 3: In the event the matter remains unresolved pursuant to Step 2, either Party may request that the dispute be submitted to arbitration in accordance with the process set forth in Paragraph 11.2.2. Step 5.

Step 4: Should a Party to the procedure fail or refuse to participate in the hearing, if the Arbitrator determines that proper notice of the hearing has been given, said hearing shall proceed to a default award. The Arbitrator's award shall be final and binding on all Parties to the arbitration. The costs of the arbitration, including the Arbitrator's fee and expenses, shall be borne by the losing Party. The Arbitrator's decision shall be confined to the question(s) posed by the grievance and the Arbitrator shall not have authority to modify amend, alter, add to, or subtract from, any provisions of this Agreement.

11.4 Grievances between a Union(s) and a Union(s)' signatory Contractor/Employer(s) involving interpretation or application of the MLA shall be governed by the grievance procedures contained in the MLA.

ARTICLE 12

UNION RECOGNITION AND REPRESENTATION

12.1 The Contractor/Employer(s) recognize the Union(s) signatory hereto as the sole and exclusive collective bargaining representatives for all craft employees on the Project.

12.2 The Contractor/Employer(s) shall require all employees who work on a Construction Contract on or before eight (8) days of consecutive or cumulative employment on the Project to comply with the applicable Union(s)' security provisions, and to maintain compliance for the period of time they are performing work on the Project, which requirement shall be satisfied by the tendering of periodic dues and fees uniformly required to the extent allowed by law. Further, there is nothing in this Agreement that would prevent non-union employees from joining the Union(s).

12.3 Authorized representatives of the Union(s) shall have access to the site at all times. Such representatives shall comply with reasonable visitor safety and security rules established for the Project at the pre-job meeting. Access for Union(s) representatives will not be unduly restricted.

ARTICLE 13

REFERRAL

13.1 Contractor/Employer(s) performing construction work on the Project described in the Agreement shall, in filling craft job requirements, utilize and be bound by the registration facilities and referral systems established or authorized by the Union(s) signatory hereto when such procedures are not in violation of Federal law. The Contractor/Employer(s) shall have the right to reject any applicant referred by the Union(s), in accordance with the applicable Master Agreement.

13.2 The Contractor/Employer(s) shall have the unqualified right to select and hire directly all supervisors above the level of general foreman or senior general foreman it considers necessary and desirable, without such persons being referred by the Union(s).

13.3 In the event that referral facilities maintained by the Union(s) are unable to fill the requisition of a Contractor/Employer(s) for employees within a forty-eight (48) hour period (Saturdays, Sundays and Holidays excluded) after such requisition is made by the Contractor/Employer(s), the Contractor/Employer(s) shall be free to obtain workers from any source. A Contractor/Employer(s) who hires any personnel to perform covered work on the Project pursuant to this Section shall immediately provide the appropriate Union(s) with the name and address of such employee(s) and shall immediately refer such employee(s) to the appropriate Union(s) to satisfy the requirements of Article 12 of this Agreement.

ARTICLE 14

LOCAL WORKFORCE DEVELOPMENT

14.1 The parties agree to a goal that residents of the city of Alameda, and Alameda County ("Local Residents"), in order of priority as here listed, will perform up to twenty-five

percent (25%) percent of all hours worked on the Project, on a craft-by-craft basis, if such workers are available, capable and willing to work. Contractors will first be required to request residents from the City of Alameda, and if those are not available, will then request residents from Alameda County. If the Local Resident is also a high school graduate of a high school located in Alameda or has received a General Educational Development diploma ("GED") while living in Alameda, those hours will count double. In addition, the parties agree that participants in the Alameda Point Collaborative Program will be referred to the apprentice programs of the Union(s) and establish a goal that such participants will perform fifteen percent (15%) of all apprentice hours worked on the Project. All participants that will be referred to the contractors to meet this requirement will have gone through a pre-apprenticeship program that meets the Multi-Craft Core Curriculum as established by the National Building Trades, or other union pre-apprenticeship programs.

14.2 The Contractor/Employer(s) shall make good faith efforts to reach these goals working through the hiring hall procedures of the applicable Schedule A Agreement and, when applicable, utilize their "rehire" and "name call" rights to employ such Local Residents. The Union(s) shall utilize their utmost efforts to recruit sufficient numbers of apprentice and journeymen craftspersons who are Local Residents to fulfill the requirements of the Contractor/Employer(s). The parties to this Agreement support the development and placement of increased numbers of skilled construction workers from Local Residents to meet the needs of the Project and the requirements of the industry generally.

14.3 To evaluate the performance of the Contractor/Employer(s) and Union(s) in achieving the employment of Local Residents goal on this Project, the Contractor/Employer(s) shall submit copies of their monthly certified payroll reporting forms to the Coordinator. The Contractor shall also submit a monthly report tabulating the ratio of Local Residents to total employees for each craft Union to the Coordinator. The performance of the Contractor/Employer(s) and Union(s) will be reviewed at the periodic Joint Administrative Committee meetings called for in Section 20 of this Agreement.

ARTICLE 15

NON-DISCRIMINATION

15.1 The Contractor/Employer(s) and Union(s) agree to comply with all anti-discrimination provisions of federal, state and local law, to protect employees and applicants for employment on the Project.

ARTICLE 16

APPRENTICES

16.1 Recognizing the need to maintain continuing support of programs designed to develop adequate numbers of competent workers in the construction industry, the Contractor/Employer(s) will employ apprentices in the respective Union(s) to perform such work as is within their capabilities and which is customarily performed by the Union(s) in which they are indentured. The apprentice ratios will be in compliance with the applicable provisions of the California Labor Code and Prevailing Wage Rate Determinations.

16.2 The parties only recognize the State-approved Apprenticeship training programs administered by Joint Labor/Management Apprenticeship Training Committees for the purposes of meeting the goals of this Article 16.

ARTICLE 17

WAGE SCALES AND FRINGE BENEFITS

17.1 All Contractor/Employer(s) agree to pay contributions to the established vacation, pension and other form of deferred compensation plan, apprenticeship, health benefit funds, and all other contributions established by the applicable MLA for each hour worked on the Project in the amounts designated in the MLAs of the appropriate Union(s) that are recognized by a prevailing wage determination and paid in accordance with the MLA. The Contractor/Employer(s) shall not be required to pay contributions to any other trust funds or other contributions that are not contained in the published prevailing wage determination to satisfy their obligation under this Article, except that those Contractor/Employer(s) who are signatory to the MLAs with the respective trades shall continue to pay all trust fund or other contributions as outlined in such MLAs.

17.2 By signing this Agreement, the Contractors/Employers adopt and agree to be bound by the written terms of the legally established Trust Agreements, as described in Section 17.1, which may from time to time be amended, specifying the detailed basis on which payments are to be made into, and benefits paid out of, such Trust Funds. The Contractors/Employers authorize the parties to such local trust agreements to appoint trustees and successor trustees to administer the Trust Funds and hereby ratify and accept the trustees so appointed as if made by the Contractors/Employers. The Contractors/Employers agree to execute a separate Subscription Agreement(s) for Trust Funds when such Trust Fund(s) requires such document(s).

17.3 Wages, Hours, Terms and Conditions of Employment: The wages, hours and other terms and conditions of employment on the Project shall be governed by the MLAs of the respective Union(s), copies of which shall be made available to the City upon request, to the extent such MLA is not inconsistent with this Agreement.

17.4 Holidays: Holidays shall be established as set forth in the applicable MLA.

ARTICLE 18

HEALTH AND SAFETY

18.1 The employees covered by the terms of this Agreement shall at all times, while in the employ of the Contractor/Employer(s), be bound by the reasonable safety rules and regulations as established by the City and Contractor/Employer(s) and in accordance with OSHA/Cal-OSHA. These rules and regulations will be published and posted at conspicuous places throughout the Project.

18.2 In accordance with the requirements of OSHA/Cal-OSHA, it shall be the exclusive responsibility of each Contractor/Employer(s) on the Project to assure safe working conditions for its employees and compliance by them with any safety rules contained herein or established by the Contractor/Employer(s).

18.3 A convenient supply of cold and potable drinking water shall be provided by the Contractor/Employer(s).

18.4 The Contractor/Employer(s) and Union(s) agree that the work site shall be a drug free workplace. Parties agree to recognize and use the Substance Abuse Prevention Program contained in each applicable Union(s)' MLA.

ARTICLE 19

HELMETS TO HARDHATS

19.1 The parties recognize a desire to facilitate the entry into the Building and Construction Trade Union(s) of veterans who are interested in careers in the building and construction industry. The parties agree to utilize the services of the Center for Military Recruitment, Assessment and Veteran's Employment (hereinafter "Center") and the Center's "Helmets to Hardhats" program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the parties.

19.2 The Union(s) and Contractor/Employer(s) agree to coordinate with the Center to assist in the creation and maintenance an integrated database of Veterans interested in working on this Project and of apprenticeship and employment opportunities for this Project. To the extent permitted by law, the Union(s) will give credit to such Veterans for bona fide, provable past experience.

19.3 To evaluate the performance of the Contractor/Employer(s) and Union(s) in achieving the employment of veterans on this Project, the Contractor/Employer(s) shall submit to the Coordinator information regarding veterans it has employed on a Project. The Contractor/Employer(s) shall submit a monthly report tabulating the number of veterans employed to the Coordinator. The performance of the Contractor/Employer(s) and Union(s) will be reviewed at the periodic Joint Administrative Committee meetings called for in Section 20 of this Agreement.

ARTICLE 20

JOINT ADMINISTRATIVE COMMITTEE

20.1 The Council and the City to this Agreement shall establish a six (6) person Joint Administrative Committee. This Committee shall be comprised of three (3) representatives selected by the City and three (3) representatives selected by the Council. The City and the Council shall designate alternates who shall serve in the absence of designated representatives for any purpose contemplated by this Agreement. The Joint Administrative Committee shall meet as required to review the implementation of the Agreement, the progress of the Projects and the employment of Local Residents and veterans on Projects covered by this Agreement.

20.2 The Joint Administrative Committee shall appoint a Joint Administrative Subcommittee consisting of one City representative and one Union(s) representative for the purpose of convening to confer in an attempt to resolve a grievance that has been filed consistent with Article 11. Any question regarding the meaning, interpretation, or application of the provisions of this Agreement shall be referred directly to the Joint Administrative Subcommittee for resolution. The Joint Administrative Subcommittee shall meet as required to resolve grievances by majority vote with such resolutions to be final and binding on all signatories of the Agreement. A failure of any party or parties to attend said hearing shall not delay the hearing of evidence or issuance of an award by the Joint Administrative Subcommittee, if such award is made by a majority vote, and the hearing shall proceed ex parte. If the subcommittee is unable to resolve the grievance, the grievance may be referred in accordance with Step 3 of Article 11.

ARTICLE 21

MISCELLANEOUS PROVISIONS

21.1 Counterparts. This Agreement may be executed in counterparts, such that original signatures may appear on separate pages, and when bound together all necessary signatures shall constitute an original. Faxed or e-mailed pdf signature pages transmitted separately to other parties to this Agreement shall be deemed equivalent to original signatures.

21.2 Warranty of Authority. Each of the persons signing this Agreement represents and warrants that such person has been duly authorized to sign this Agreement on behalf of the party indicated, and each of the parties by signing this Agreement warrants and represents that such party is legally authorized and entitled to enter into this Agreement.

ARTICLE 22

GENERAL SAVINGS CLAUSE

22.1 It is not the intention of either the City, Contractor/Employer(s) or the Union(s) parties to violate any laws governing the subject matter of this Agreement. If any Article or provision of this Agreement shall be declared invalid, inoperative, or unenforceable by any competent authority of the executive, legislative, judicial or administrative branch of the federal, state or local government, the parties shall suspend the operation of each such Article or provision during the period of invalidity. Such suspension shall not affect the operation of any other provision covered in this Agreement to which the law or regulation is not applicable. Further, the Contractor/Employer(s) and Union(s) agree that if and when any or all provisions of this Agreement are finally held or determined to be illegal or void by a Court of competent jurisdiction, the City and the Council will promptly enter into negotiations concerning the substance affected by such decision for the purpose of achieving conformity with the requirements of an applicable law and the intent of the parties hereto.

ARTICLE 23

DURATION OF AGREEMENT

23.1 This Agreement shall become effective on the day the city of Alameda ratifies this Agreement and shall continue in full force and effect for a period of three (3) years, at which time this Agreement will be reviewed and considered for extension or renewal with modifications if appropriate. Individual projects within the scope of this Agreement may be completed in phases and this Agreement shall be applied to such individual projects until Completion of such phase. After the expiration of this Agreement, the provisions of the Agreement shall continue to apply to those Projects subject to this Agreement until construction is completed. The parties may mutually agree in writing to amend, extend or terminate this Agreement at any time.

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ADDENDUM "A"

PROJECT STABILIZATION AGREEMENT FOR THE CITY OF ALAMEDA

AGREEMENT TO BE BOUND

The undersigned party confirms that it agrees and assents to comply with and to be bound by the City of Alameda Project Stabilization Agreement as such Agreement may, from time to time, be amended by the parties or interpreted pursuant to its terms.

By executing this Agreement To Be Bound, the undersigned party subscribes to, adopts and agrees to be bound by the written terms of the legally established trust agreements, as set forth in section 17, specifying the detailed basis upon which contributions are to be made into, and benefits made out of, such Trust Fund(s) and ratifies and accepts the trustees appointed by the parties to such Trust Fund(s) and agrees to execute a separate Subscription Agreement(s) for Trust Funds when such Trust Fund(s) require(s) such document(s).

Such assent and obligation to comply with and to be bound by this Agreement shall extend to all work covered by said Agreement undertaken by the undersigned party. The undersigned party shall require all of its subcontractors, of whatever tier, to become similarly bound for all their work within the scope of this Agreement by signing an identical Agreement To Be Bound.

This letter shall constitute a subscription agreement, to the extent of the terms of the letter.

Dated: _____ Project: _____

_____ _____

Signature of Authorized Officer | Authorized Officer & Title

_____ _____

Name of Contractor/Employer(s) | Contractor/Employer(s) Address

_____ _____

CSLB # | Area Code Phone

_____ _____

E-mail and/or Fax | Motor Carrier (CA) Permit Number

_____

DIR Prevailing Wage Registration #

EXHIBIT A
MASTER LABOR AGREEMENTS OF SIGNATORY AFFILIATED LOCAL UNIONS:

SIGNATURES

City of Alameda

Jill Keimach, City Manager

Approved as to Form:
Janet Kern, City Attorney

Building and Construction Trades Council
Of Alameda County, AFL-CIO

Andreas Cluver, Secretary-Treasurer

SIGNATORY UNION(S)

Asbestos Workers, Local 16 By:

Boilermakers, Local 549 By:

Bricklayers & Allied Craftsmen, Local 3 By:

Cement Masons, Local 300 By:

Electrical Workers, Local 595 By:

Elevator Constructors, Local 8 By:

Laborers, Local 886 By:

Iron Workers, Local 378 By: _____

Laborers, Local 67 By: _____

Laborers, Local 304 By: _____

Operating Engineers, Local 3 By: _____

Plasterers, Local 66 By: _____

Roofers, Local 81 By: _____

Sheet Metal Workers, Local 104 By: _____

Sign Display, Local 510 By: _____

Sprinkler Fitters, Local 483 By: _____

Teamsters, Local 853 By: _____

United Association of Journeymen and Apprentices Fitting Industry, Underground Utility & Landscape, Local 355

By: _____

United Association of Steamfitters, Pipefitters, Plumbers, & Gas Fitters, Local 342

By: _____

Northern California Carpenters Regional Council (on behalf of Carpenters, Local 713, Carpenters, Local 2236, Lathers, Local 68L, Millwrights, Local 102, Pile Drivers, Local 34)

By: _____

District Council No. 16 Northern California International Union of Painters & Allied Trades (on behalf of Auto & Marine Painters, Local 1176, Carpet & Linoleum Layers, Local 12, Glaziers, Architectural Metal & Glassworkers, Local 169, Painters & Tapers, Local 3)

By: _____

District Council of Iron Workers of the State of California & Vicinity Trades

By: _____

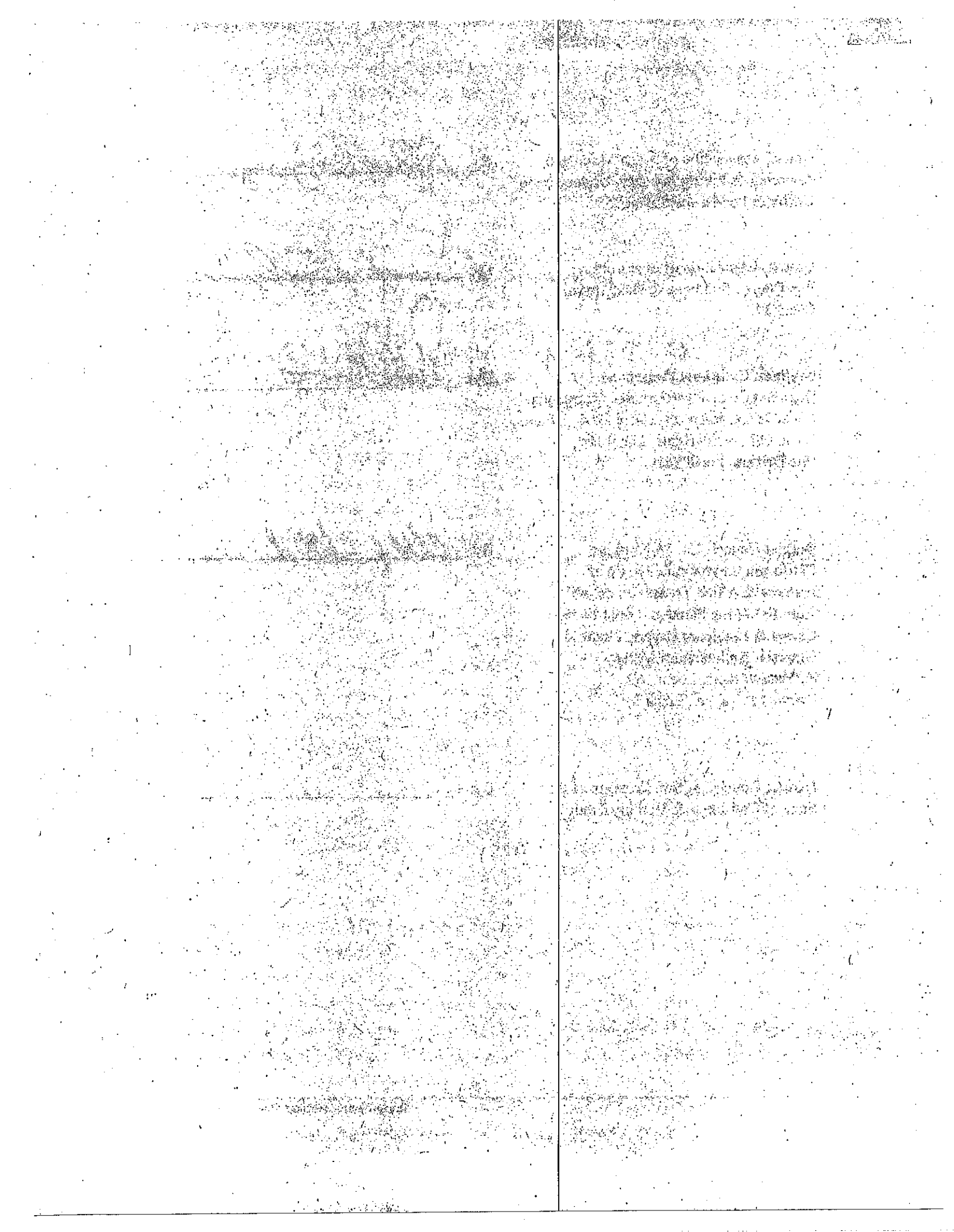


Exhibit 'K'

INTEGRATED PEST MANAGEMENT CONTRACTOR VERTIFICATION FORM AND CONTRACTOR CHECKLIST

City of Alameda Contractor Verification Form
Implementation of City of Alameda Integrated Pest Management Policy

The City of Alameda (City) is mandated to:

(a) Minimize its reliance on pesticides that threaten water quality, and
(b) Require the effective use of Integrated Pest Management (IPM) in all municipal operations and on all municipal property.

To ensure compliance with this mandate, all City operations need to verifiably implement the practices and policies described in the City's IPM Policy adopted June 15, 2010. A copy of this IPM Policy is included with this form. The implementation of the IPM Policy is applicable to all municipal contractors that provide landscaping, structural pest control, or other pest management services in support of City operations and/or on municipal property.

The undersigning parties acknowledge that all elements of the City's IPM Policy will be implemented throughout the period of contractual services provided to City operations and on municipal property. Specific actions to document this performance shall include:

- ❑ Pest Management Contractor shall provide to City project manager for pre-approval the Pest Management Considerations Checklist.
- ❑ Pest Management Contractor shall avoid the use of the following pesticides that threaten water quality, human health and the environment:
  - Acute Toxicity Category I chemicals as identified by the Environmental Protection Agency (EPA)
  - Organophosphate pesticides (e.g., those containing Diazinon, chlorpyrifos or malathion)
  - Pyrethroids (bifenthrin, cyfluthrin, beta-cyfluthrin, cypermethrin, deltamethrin, esfenvalerate, lambda-cyhalothrin, permethrin, and tralomethrin), carbamates (e.g., carbaryl), and fipronil
  - Copper-based pesticides unless their use is judicious, other approaches and techniques have been considered and the threat of impact to water quality is prevented.
- ❑ Pest Management Contractor shall provide to the City's project manager an annual Report of all pesticide usage in support of City operations including product name and manufacturer, active ingredient(s), target pest(s), the total amounts used and reasons for any increase in use of any pesticide.
- ❑ If the Contractor's on-site personnel are currently IPM certified through either the EcoWise or GreenPro programs, or through another program, the contractor shall provide written evidence of any certifications to the City's project manager.

City Departmental Representative	Contractor Representative
Print Name	Print Name
Date	Date
City Department	City Contractor

City of Alameda Pest Management Contractor Checklist:
Pest Management Options Considerations

Contractor will consider the City IPM Policy's hierarchy of options or alternatives listed below, in the following order before recommending the use of or applying any pesticide on City property. Please provide a written explanation in each section below of why the specific pest management option is not appropriate:

(1) No controls (e.g. tolerating the pest infestation, use of resistant plant varieties or allowing normal life cycle of weeds)

Comment: _____

_____

_____

(2) Physical or mechanical controls (e.g. hand labor, mowing, exclusion)

Comment: _____

_____

_____

(3) Cultural controls (e.g. mulching, disking, alternative vegetation), good housekeeping (e.g. cleaning desk area)

Comment: _____

_____

_____

(4) Biological controls (e.g., natural enemies or predators)

Comment: _____

_____

_____

(5) Reduced-risk chemical controls (e.g., soaps or oils)

Comment: _____

_____

_____

(6) Other chemical controls

Comment: _____

_____

_____

Contractor Representative

_____
Print Name

_____
Date

_____
City Contractor

Exhibit 'L'

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

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

1. Local Agency Contract Number	2. Federal-Aid Project Number	3. Local Agency	4. Contract Completion Date
5. Contractor/Consultant	6. Business Address	7. Final Contract Amount	

8. Contract Item Number	9. Description of Work, Service, or Materials Supplied	10. Company Name and Business Address	11. DBE Certification Number	12. Contract Payments		13. Date Work Completed	14. Date of Final Payment
				Non-DBE	DBE		
15. ORIGINAL DBE COMMITMENT AMOUNT $			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 THE CONTRACTING RECORDS AND ON-SITE PERFORMANCE OF THE DBE(S) HAS 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 'M'

EXHIBIT 17-O
DISADVANTAGED BUSINESS ENTERPRISE (DBE) CERTIFICATIONS STATUS CHANGE

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

1. Local Agency Contract Number	2. Federal-Aid Project Number	3. Local Agency	4. Contract Completion Date
5. Contractor/Consultant	6. Business Address		7. Final Contract Amount

8. Contract Item Number	9. DBE Contact Information	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 subcontractors/subconsultants, indicate on the form.

I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT			
14. Contractor/Consultant Representative's Signature	15. Contractor/Consultant Representative's Name	16. Phone	17. Date
I CERTIFY THAT THE CONTRACTING RECORDS AND ON-SITE PERFORMANCE OF THE DBE(S) HAS BEEN MONITORED			
18. Local Agency Representative's Signature	19. Local Agency Representative's Name	20. Phone	21. 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 –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 'N'

EXHIBIT 9-F
MONTHLY DISADVANTAGED BUSINESS ENTERPRISE (DBE) PAYMENT

Exhibit 9-F: Monthly Disadvantaged Business Enterprise (DBE) Payment

This is an optional best practices tool to help you track a running tally of DBE payments. **You do NOT need to submit this Exhibit to the District.**

CONTRACT NUMBER	MONTH	YEAR	FEDERAL AID NUMBER

PRIME CONTRACTOR/CONSULTANT	BUSINESS ADDRESS

ITEM NUMBER	DBE FIRM NAME AND BUSINESS ADDRESS	DBE CERT NUMBER	AMOUNT PAID	DATE OF PAYMENT	TOTAL PERCENT OF DBE WORK COMPLETED TO DATE	COMMENTS

List all 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.
Apply the DBE credit rules when reporting amount paid to DBEs. All payments reported, including payments to contractor/consultant, are for the month listed.

I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT

CONTRACTOR/CONSULTANT REPRESENTATIVE SIGNATURE	CONTRACTOR/CONSULTANT REPRESENTATIVE NAME (PRINT)	BUSINESS PHONE NUMBER	DATE

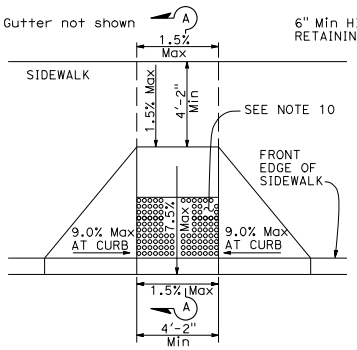
TO BE COMPLETED BY RESIDENT ENGINEER/CONTRACT ADMINISTRATOR

TOTAL PAYMENTS TO CONTRACTOR/CONSULTANT		RESIDENT ENGINEER/CONTRACT ADMINISTRATOR'S NAME (PRINT)	BUSINESS PHONE NUMBER	DATE

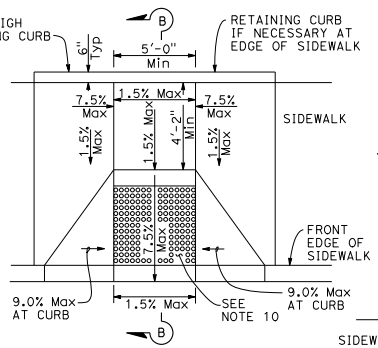
COPY DISTRIBUTION: Original - Resident Engineer/Contract Administrator, Copy - OBEO - email businesssupportunit@dot.ca.gov

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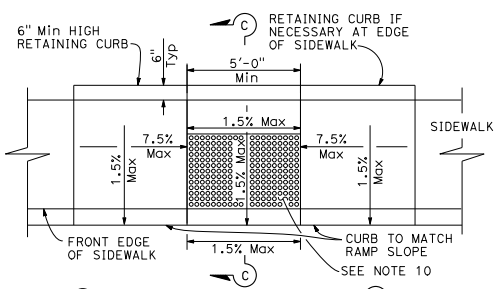
STATE OF CALIFORNIA STANDARD PLANS



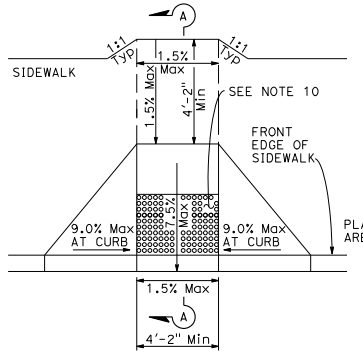
CASE A



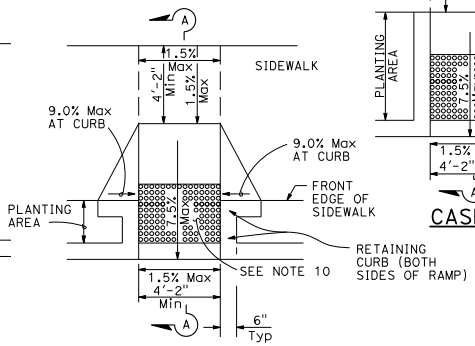
CASE B



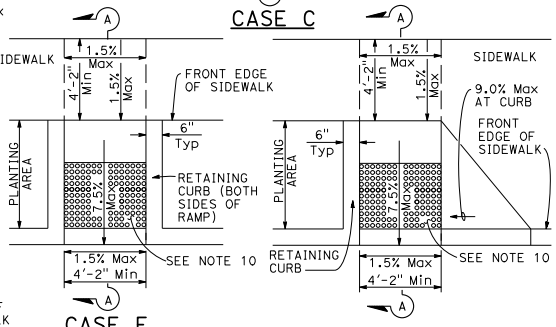
CASE C



CASE D



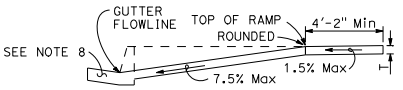
CASE E



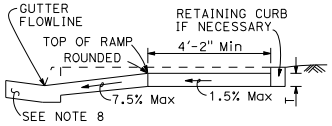
CASE F

CASE G

See Note 4

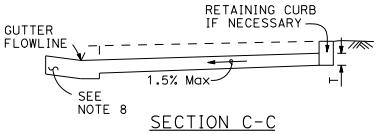


SECTION A-A

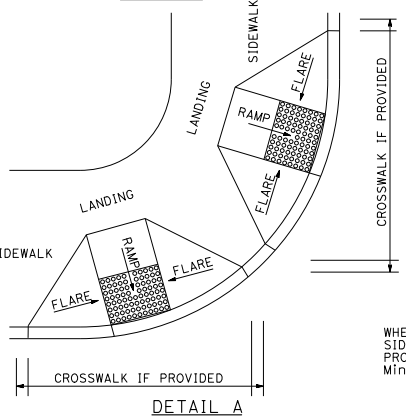


SECTION B-B

Depress entire sidewalk as required



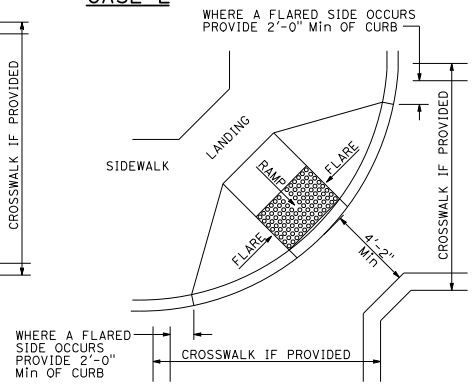
SECTION C-C



DETAIL A

TYPICAL TWO-RAMP CORNER INSTALLATION

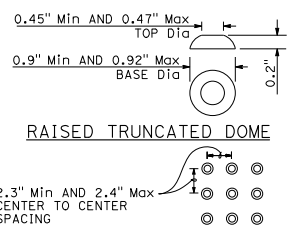
See Note 1



DETAIL B

TYPICAL ONE-RAMP CORNER INSTALLATION

See Notes 1 and 3



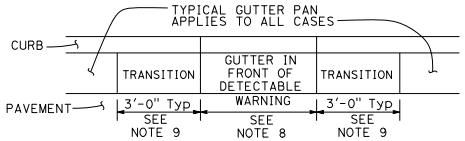
RAISED TRUNCATED DOME

RAISED TRUNCATED DOME PATTERN (IN-LINE)

DETECTABLE WARNING SURFACE

NOTES: See Note 10

1. As site conditions dictate, Case A through Case G curb ramps may be used for corner installations similar to those shown in Detail A and Detail B. The case of curb ramps used in Detail A do not have to be the same. Case A through Case G curb ramps also may be used at mid block locations, as site conditions dictate. For specific site condition configuration, including the conform to existing sidewalk, see Project Plans.
2. If distance from curb to back of sidewalk is too short to accommodate ramp and 4'-2" platform (landing) as shown in Case A, the sidewalk may be depressed longitudinally as in Case B or C or may be widened as in Case D.
3. When ramp is located in center of curb return, crosswalk configuration must be similar to that shown for Detail B.
4. As site conditions dictate, the retaining curb side and the flared side of the Case G ramp shall be constructed in reversed position.
5. The ramp portion of the curb ramp is a typical rectangle, unless modified in the Project Plans.
6. Side slope of ramp flares vary uniformly from a maximum of 9.0% at curb to conform with longitudinal sidewalk slope adjacent to top of the ramp, except in Case C and Case F.
7. The adjacent surfaces at transitions at curb ramps to walks, gutters, and streets shall be at the same level.
8. Counter slopes of adjoining gutters and road surfaces immediately adjacent to and within 24 inches of the curb ramp shall not be steeper than 1V:20H (5.0%). Gutter pan slope shall not exceed 1" of depth for each 2'-0" of width.
9. Transition gutter pan slope from 1" of depth for each 2'-0" of width to match typical gutter pan slope per Standard Plan A87A.
10. The detectable warning surface will be a rectangle as shown at back of curb, unless modified in the Project Plans. Curb ramps shall have a detectable warning surface that extends the full width and 3'-0" depth of the ramp. Detectable warning surfaces shall extend the full width of the ramp except a maximum gap of 1 inch is allowed on each side of the ramp. Detectable warning surfaces shall conform to the requirements in the Standard Specifications.
11. Sidewalk and ramp thickness, "T", shall be 3½" minimum.
12. Utility pull boxes, manholes, vaults and all other utility facilities within the boundaries of the curb ramp will be relocated or adjusted to grade by the owner prior to, or in conjunction with, curb ramp construction.
13. Detectable warning surface may have to be cut to allow removal of utility covers while maintaining detectable warning width and depth.



GUTTER PAN TRANSITION

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS

REGISTERED CIVIL ENGINEER

May 31, 2018

PLANS APPROVAL DATE

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REGISTERED PROFESSIONAL ENGINEER
Rebecca Lynn Mowry
No. C54415
Exp. 12-31-19
CIVIL
STATE OF CALIFORNIA

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

CURB RAMP DETAILS

NO SCALE

A88A

2018 STANDARD PLAN A88A

1-29-18

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Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS

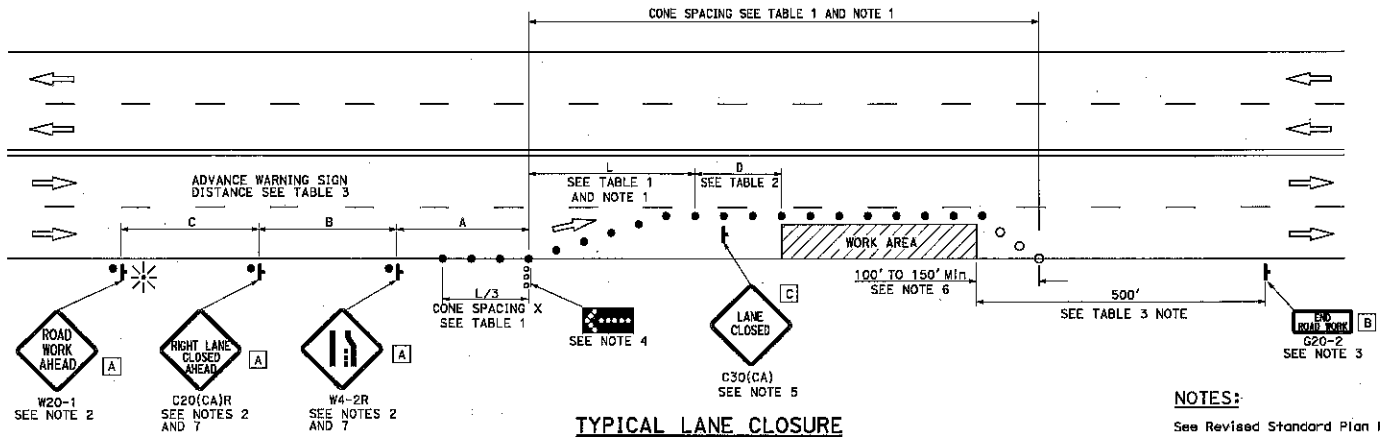
REGISTERED CIVIL ENGINEER

April 20, 2018
PLANS APPROVAL DATE

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REGISTERED PROFESSIONAL ENGINEER
Robert D. McNew
C68559
Exp. 9-30-19
CIVIL
STATE OF CALIFORNIA

TO ACCOMPANY PLANS DATED _____



TYPICAL LANE CLOSURE

NOTES:

See Revised Standard Plan RSP T9 for tables.

Use cone spacing X for taper segment, Y for tangent segment or Z for conflict situations, as appropriate, per Table 1, unless X, Y, or Z cone spacing is shown on this sheet.

Provide at least one person to continuously maintain traffic control devices for lane closures.

LEGEND

- TRAFFIC CONE
- TRAFFIC CONE (OPTIONAL TAPER)
- TEMPORARY TRAFFIC CONTROL SIGN
- FLASHING ARROW SIGN (FAS)
- FAS SUPPORT OR TRAILER
- PORTABLE FLASHING BEACON

SIGN PANEL SIZE (Min)

- A 48" x 48"
- B 36" x 18"
- C 30" x 30"

NOTES:

1. Portable delineators placed at one-half the spacing indicated for traffic cones may be used instead of cones for daytime closures only.
2. Each advance warning sign shall be equipped with at least two flags for daytime closure. Each flag shall be at least 16" x 16" in size and shall be orange or fluorescent red-orange in color. Flashing beacons shall be placed at the locations indicated for lane closure during hours of darkness.
3. A G20-2 "END ROAD WORK" sign shall be placed at the end of the lane closure unless the end of work area is obvious or ends within the larger project's limits.
4. A minimum 1500' of sight distance shall be provided where possible for vehicles approaching the first flashing arrow sign. Lane closures shall not begin at the top of crest vertical curve or on a horizontal curve.
5. Place C30(CA) "LANE CLOSED" sign at 500' to 1000' intervals throughout extended work area.
6. Length may be reduced by the Engineer to address site conditions.
7. Median lane closures shall conform to the details shown except that C20(CA)L and W4-2L signs shall be used.
8. For approach speeds over 50 MPH, use the "Traffic Control System for Lane Closure on Freeways and Expressways" plan for lane closure details and requirements.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

TRAFFIC CONTROL SYSTEM FOR LANE CLOSURE ON MULTILANE CONVENTIONAL HIGHWAYS

NO SCALE

RSP T11 DATED APRIL 20, 2018 SUPERSEDES STANDARD PLAN T11
DATED OCTOBER 30, 2015 - PAGE 252 OF THE STANDARD PLANS BOOK DATED 2015.

REVISED STANDARD PLAN RSP T11

11-8-17

2015 REVISED STANDARD PLAN RSP T11

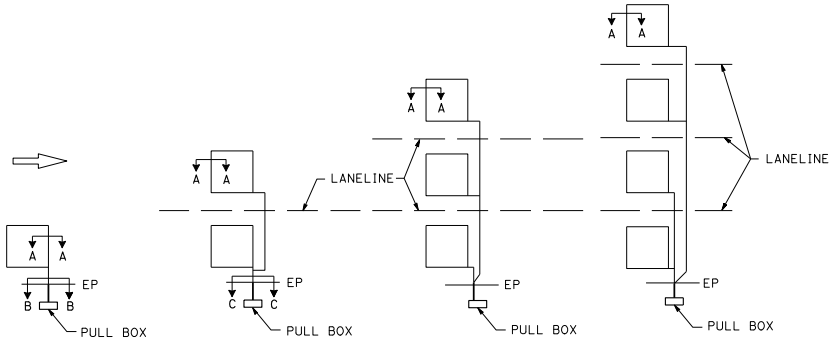
Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS

H.R.
REGISTERED ELECTRICAL ENGINEER

May 31, 2018
PLANS APPROVAL DATE

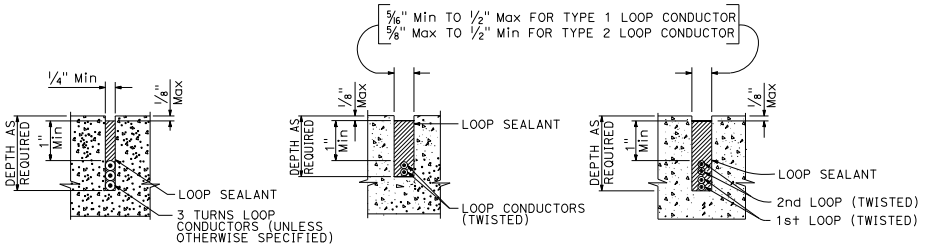
REGISTERED PROFESSIONAL ENGINEER
Hamid Zolfaghari
No. E15636
Exp. 12-31-19
ELECTRICAL
STATE OF CALIFORNIA

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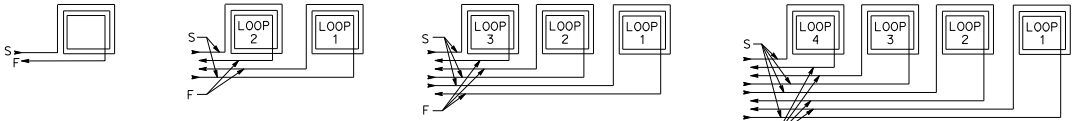
SAW CUT DETAILS

Type A loop detector configurations illustrated



SECTION A-A SECTION B-B SECTION C-C

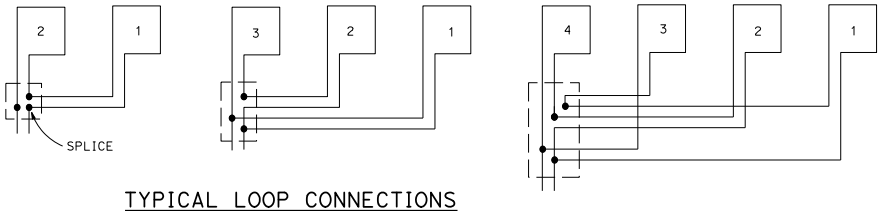
SLOT DETAILS - TYPE 1 AND TYPE 2 LOOP CONDUCTOR



WINDING DETAILS

ABBREVIATIONS:

S - START
F - FINISH



TYPICAL LOOP CONNECTIONS

Dashed lines represent the pull box

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

ELECTRICAL SYSTEMS (LOOP DETECTORS)

NO SCALE

ES-5A

1-30-18

2018 STANDARD PLAN ES-5A

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Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS

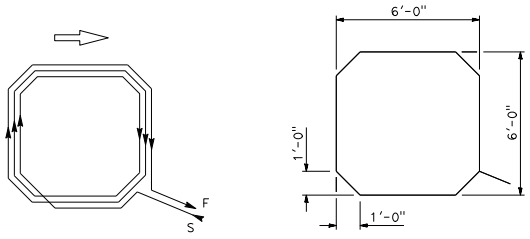
H.R.T.
REGISTERED ELECTRICAL ENGINEER

October 19, 2018
PLANS APPROVAL DATE

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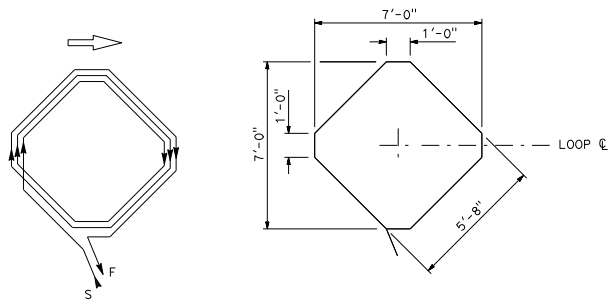
REGISTERED PROFESSIONAL ENGINEER
Hamid Zolfaghari
No. E15636
Exp. 12-31-19
ELECTRICAL
STATE OF CALIFORNIA

TO ACCOMPANY PLANS DATED _____



WINDING DETAIL SAW CUT DETAIL

TYPE A LOOP DETECTOR CONFIGURATION

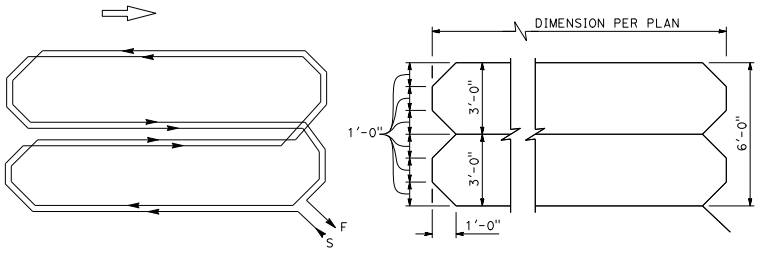


WINDING DETAIL SAW CUT DETAIL

TYPE B LOOP DETECTOR CONFIGURATION

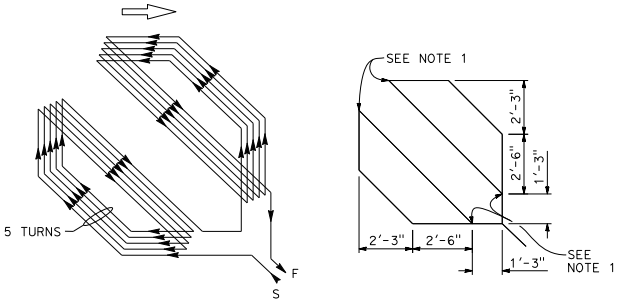
NOTES:

1. Round corners of acute angle saw cuts to prevent damage to conductors.
2. Typical distance separating loops from edge to edge is 10' for Type A, B, D, E, and F installation in single lane.
3. Use Type D and F loops for limit line detection and bicycle lanes.



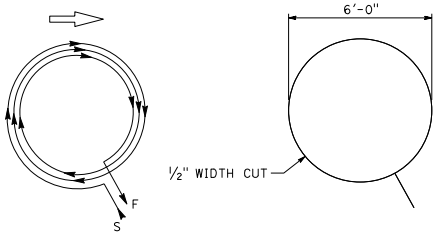
WINDING DETAIL SAW CUT DETAIL

TYPE C LOOP DETECTOR CONFIGURATION



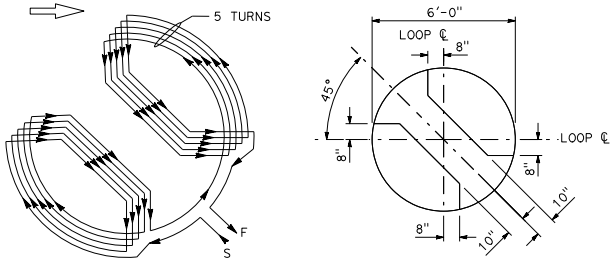
WINDING DETAIL SAW CUT DETAIL

TYPE D LOOP DETECTOR CONFIGURATION



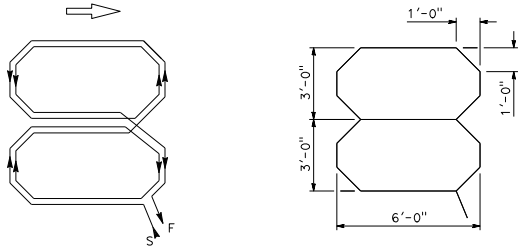
WINDING DETAIL SAW CUT DETAIL

TYPE E LOOP DETECTOR CONFIGURATION



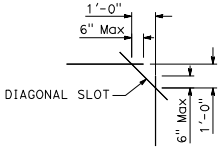
WINDING DETAIL SAW CUT DETAIL

TYPE F LOOP DETECTOR CONFIGURATION



WINDING DETAIL SAW CUT DETAIL

TYPE Q LOOP DETECTOR CONFIGURATION



PLAN VIEW OF
DIAGONAL SLOT
AT CORNERS

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

ELECTRICAL SYSTEMS (DETECTORS)

NO SCALE

RSP ES-5B DATED OCTOBER 19, 2018 SUPERSEDES STANDARD PLAN ES-5B DATED MAY 31, 2018- PAGE 505 OF THE STANDARD PLANS BOOK DATED 2018.

REVISED STANDARD PLAN RSP ES-5B

2018 REVISED STANDARD PLAN RSP ES-5B

2-27-18

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS

Atifa Ferouz
REGISTERED CIVIL ENGINEER

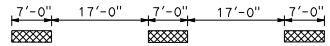
May 31, 2018
PLANS APPROVAL DATE

REGISTERED PROFESSIONAL ENGINEER — Atifa Ferouz — No. C80402 — Exp. 3-31-19 — CIVIL — STATE OF CALIFORNIA

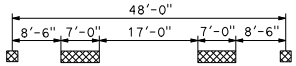
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CENTERLINES
(2 LANE HIGHWAYS)

DETAIL 1



DETAIL 2

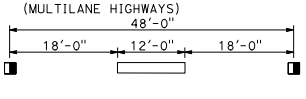


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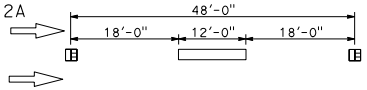
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LANELINES (Cont)
(MULTILANE HIGHWAYS)

DETAIL 12



DETAIL 12A
SEE NOTE



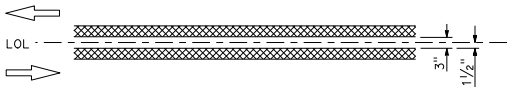
~~DETAIL 13~~ DETAIL 13 DELETED

~~DETAIL 14~~ DETAIL 14 DELETED

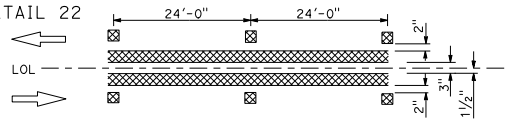
~~DETAIL 14A~~ DETAIL 14A DELETED

NO PASSING ZONES-TWO DIRECTION

DETAIL 21



DETAIL 22



~~DETAIL 23~~ DETAIL 23 DELETED

LEGEND

MARKERS

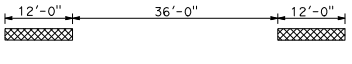
- TYPE C RED-CLEAR RETROREFLECTIVE
- TYPE D TWO-WAY YELLOW RETROREFLECTIVE
- TYPE G ONE-WAY CLEAR RETROREFLECTIVE
- TYPE H ONE-WAY YELLOW RETROREFLECTIVE

LINES

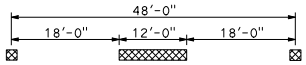
- 6" WHITE
- 6" YELLOW

NO PASSING ZONES-ONE DIRECTION

DETAIL 5

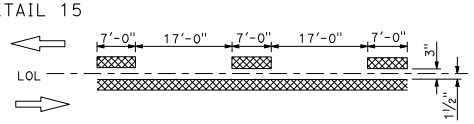


DETAIL 6

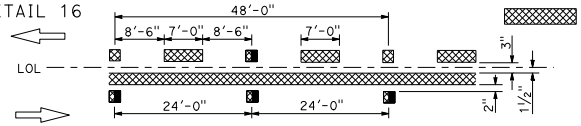


~~DETAIL 7~~ DETAIL 7 DELETED

DETAIL 15

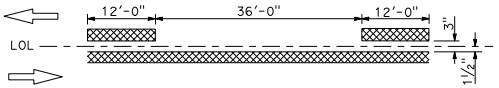


DETAIL 16

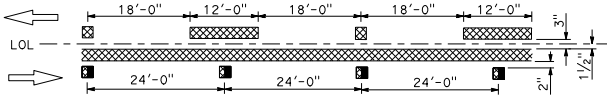


~~DETAIL 17~~ DETAIL 17 DELETED

DETAIL 18



DETAIL 19

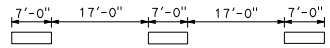


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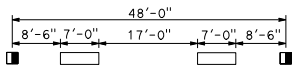
NOTE:
FOR FREEWAY APPLICATION ONLY

LANELINES
(MULTILANE HIGHWAYS)

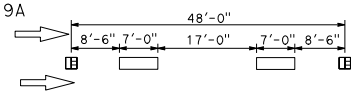
DETAIL 8



DETAIL 9

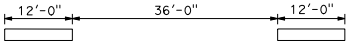


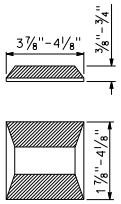
DETAIL 9A
SEE NOTE

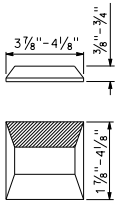


~~DETAIL 10~~ DETAIL 10 DELETED

DETAIL 11







TYPE C AND TYPE D — TYPE G AND TYPE H

RETROREFLECTIVE FACE

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

PAVEMENT MARKERS AND TRAFFIC LINES TYPICAL DETAILS

NO SCALE

A20A

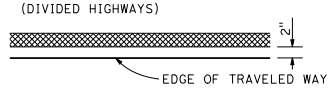
1-26-18

2018 STANDARD PLAN A20A

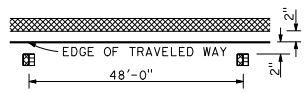
LEFT EDGELINES

(DIVIDED HIGHWAYS)

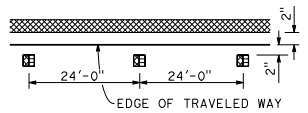
DETAIL 24



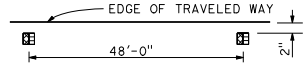
DETAIL 25



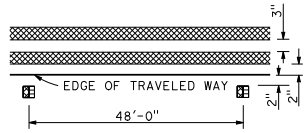
DETAIL 25A



DETAIL 26

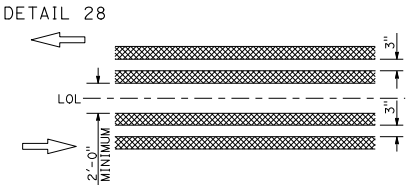


DETAIL 27

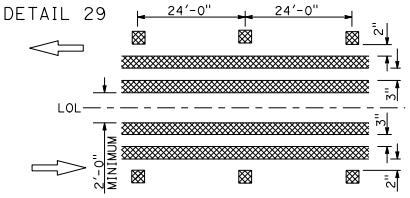


MEDIAN ISLANDS

DETAIL 28



DETAIL 29



~~DETAIL 30~~ DETAIL 30 DELETED

LEGEND

MARKERS

- TYPE D TWO-WAY YELLOW RETROREFLECTIVE
- TYPE H ONE-WAY YELLOW RETROREFLECTIVE
- TYPE RY RED-YELLOW RETROREFLECTIVE

LINES

- 6" WHITE
- 6" YELLOW

Dist | COUNTY | ROUTE | POST MILES TOTAL PROJECT | SHEET No. | TOTAL SHEETS

Atifa Ferouz
REGISTERED CIVIL ENGINEER

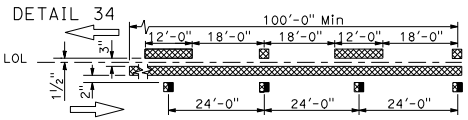
May 31, 2018
PLANS APPROVAL DATE

REGISTERED PROFESSIONAL ENGINEER
Atifa Ferouz
No. C80402
Exp. 3-31-19
CIVIL
STATE OF CALIFORNIA

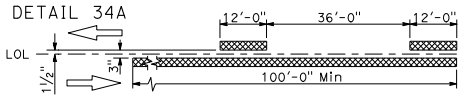
THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.

INTERSECTION TREATMENTS

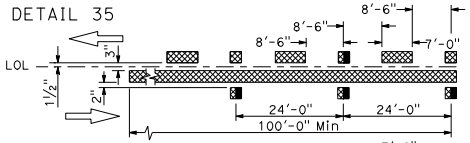
DETAIL 34



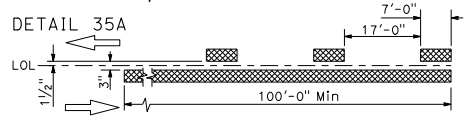
DETAIL 34A



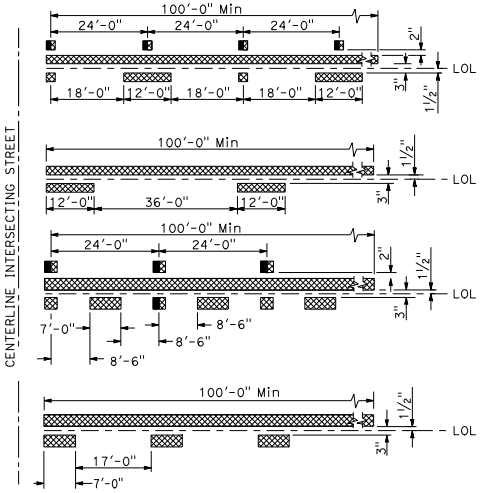
DETAIL 35



DETAIL 35A



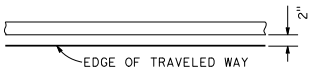
CENTERLINE INTERSECTING STREET



RIGHT EDGELINES

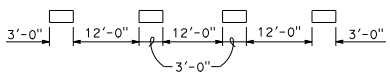
~~DETAIL 27A~~ DETAIL 27A DELETED

DETAIL 27B



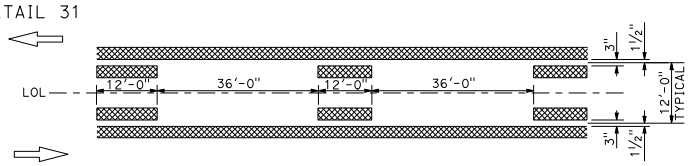
RIGHT EDGELINE EXTENSION THROUGH INTERSECTIONS

DETAIL 27C

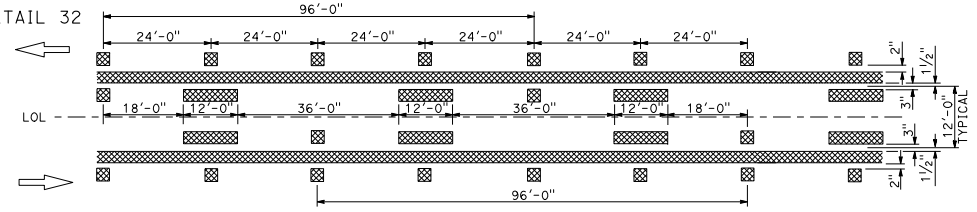


TWO-WAY LEFT TURN LANES

DETAIL 31

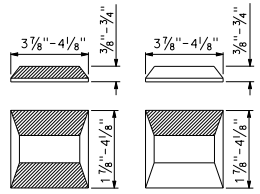


DETAIL 32



~~DETAIL 33~~ DETAIL 33 DELETED

MARKER DETAILS



TYPE RY AND TYPE D

TYPE H

RETROREFLECTIVE FACE

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

PAVEMENT MARKERS AND TRAFFIC LINES TYPICAL DETAILS

NO SCALE

A20B

2018 STANDARD PLAN A20B

1-26-18

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Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET NO.	TOTAL SHEETS

Atifa Ferouz
REGISTERED CIVIL ENGINEER

October 19, 2018
PLANS APPROVAL DATE

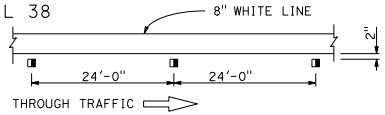
REGISTERED PROFESSIONAL ENGINEER — Atifa Ferouz — No. C80402 — Exp. 3-31-19 CIVIL — STATE OF CALIFORNIA

THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.

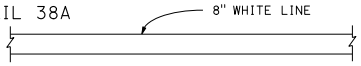
TO ACCOMPANY PLANS DATED _____

CHANNELIZING LINE

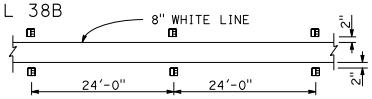
DETAIL 38



DETAIL 38A

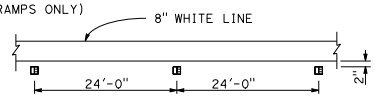


DETAIL 38B



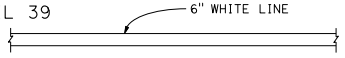
~~DETAIL 38C~~ DETAIL 38C DELETED

DETAIL 38D
(EXIT RAMPS ONLY)



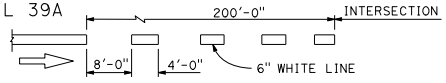
BIKE LANE LINE

DETAIL 39



INTERSECTION LINE
BIKE LANE

DETAIL 39A



LANE LINE EXTENSIONS THROUGH INTERSECTIONS

DETAIL 40



~~DETAIL 40A~~ DETAIL 40A DELETED

CENTER LINE EXTENSIONS THROUGH INTERSECTIONS

DETAIL 41



~~DETAIL 41A~~ DETAIL 41A DELETED

LEGEND

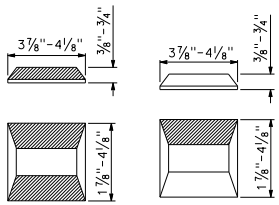
MARKERS

TYPE C RED-CLEAR RETROREFLECTIVE

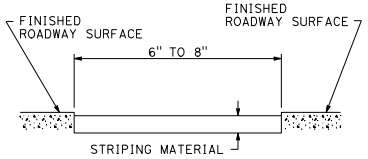
TYPE G ONE-WAY CLEAR RETROREFLECTIVE

6" YELLOW LINE

MARKER DETAILS



RETROREFLECTIVE FACE



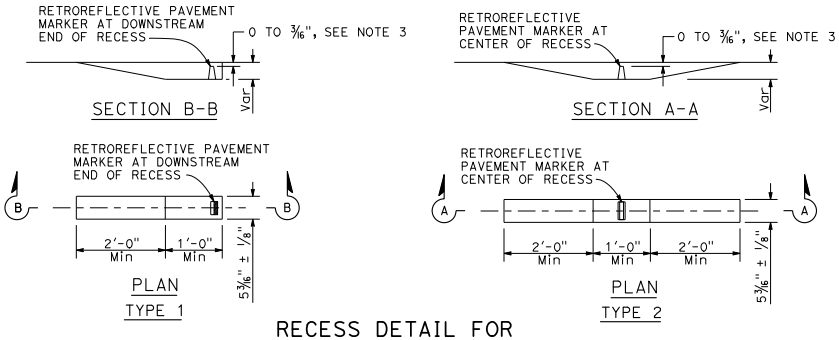
DETAIL FOR RECESSED TRAFFIC STRIPE

See Notes A and B.

RECESSED NOTES:

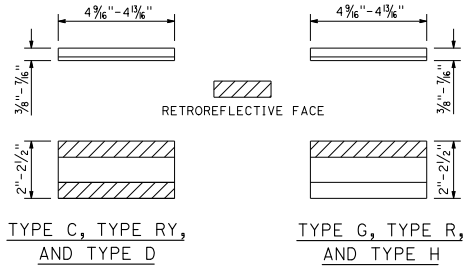
A. See typical traffic line details for pavement marking patterns.

B. See standard specifications for recess depth and recess striping material thickness.



RECESS DETAIL FOR RETROREFLECTIVE PAVEMENT MARKER

See Note 4



RETROREFLECTIVE PAVEMENT MARKER FOR RECESSED INSTALLATION

See Notes 1 and 2.

RECESSED MARKER NOTES:

1. See typical traffic line details for marker patterns to be used with recessed pavement markers.
2. The retroreflective pavement markers shown for recessed installations are not to be used for non-recessed installations.
3. The top of pavement markers installed in recesses shall be 0 to 3/16" below the pavement surface.
4. Use Type 1 recess for pavement markers with one-way retroreflective face. Use Type 2 recess for pavement markers with two-way retroreflective face.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

PAVEMENT MARKERS AND TRAFFIC LINES TYPICAL DETAILS

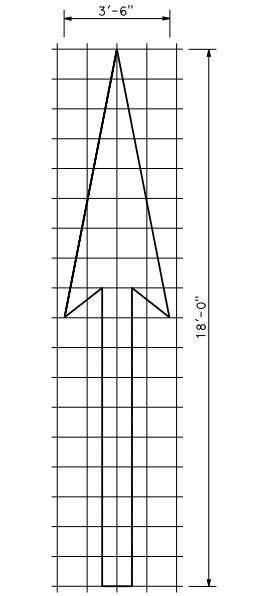
NO SCALE

RSP A20D DATED OCTOBER 19, 2018 SUPERSEDES STANDARD PLAN A20D DATED MAY 31, 2018 - PAGE 15 OF THE STANDARD PLANS BOOK DATED 2018.

REVISED STANDARD PLAN RSP A20D

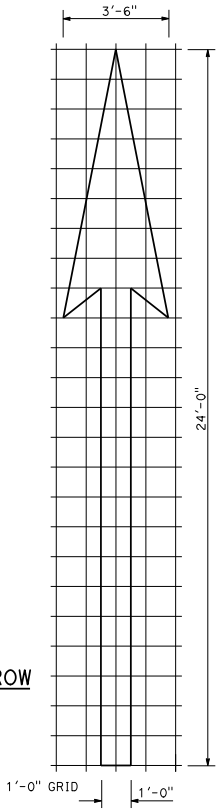
2018 REVISED STANDARD PLAN RSP A20D

5-10-18



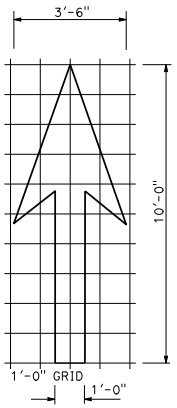
A=25 ft²

TYPE I 18'-0" ARROW



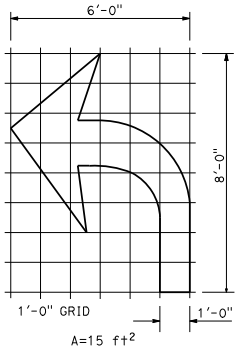
A=31 ft²

TYPE I 24'-0" ARROW



A=14 ft²

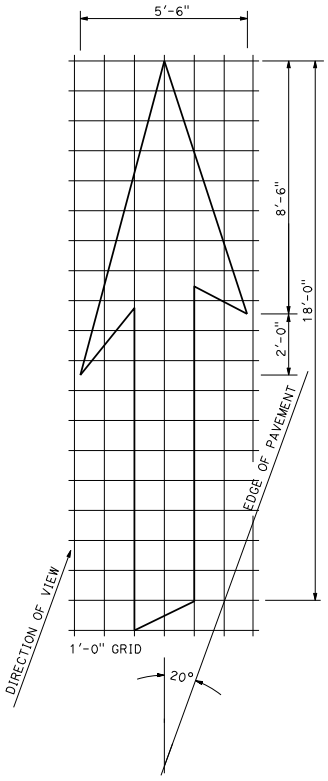
TYPE I 10'-0" ARROW



A=15 ft²

TYPE IV (L) ARROW

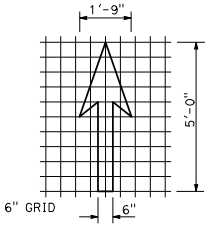
(For Type IV (R) arrow, use mirror image)



A=42 ft²

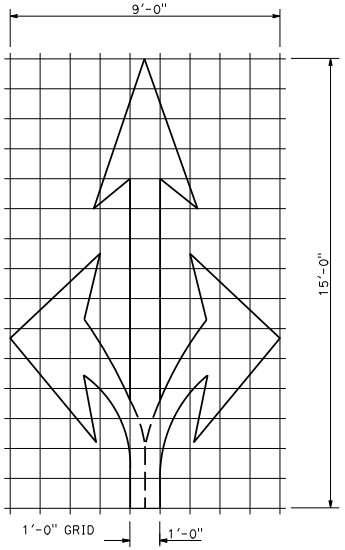
TYPE VI ARROW

Right lane drop arrow (For left lane, use mirror image)



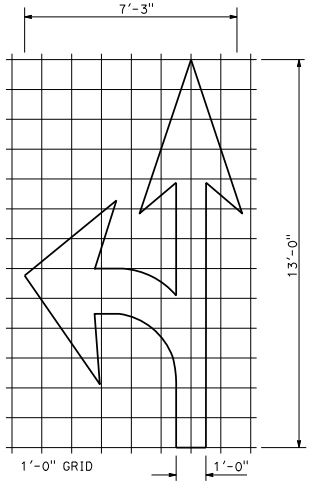
A=3.5 ft²

BIKE LANE ARROW



A=36 ft²

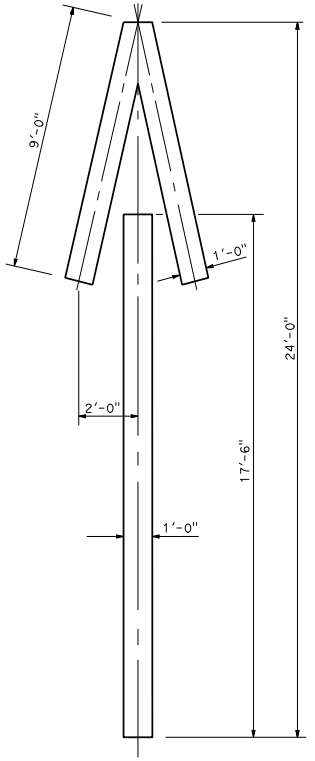
TYPE VIII ARROW



A=27 ft²

TYPE VII (L) ARROW

(For Type VII (R) arrow, use mirror image)



A=33 ft²

TYPE V ARROW

NOTE:
Minor variations in dimensions may be accepted by the Engineer.

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS

Atifa Ferouz
REGISTERED CIVIL ENGINEER

May 31, 2018
PLANS APPROVAL DATE

REGISTERED PROFESSIONAL ENGINEER
Atifa Ferouz
No. C80402
Exp. 3-31-19
CIVIL
STATE OF CALIFORNIA

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STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

PAVEMENT MARKINGS ARROWS

NO SCALE

A24A

2018 STANDARD PLAN A24A

1-26-18

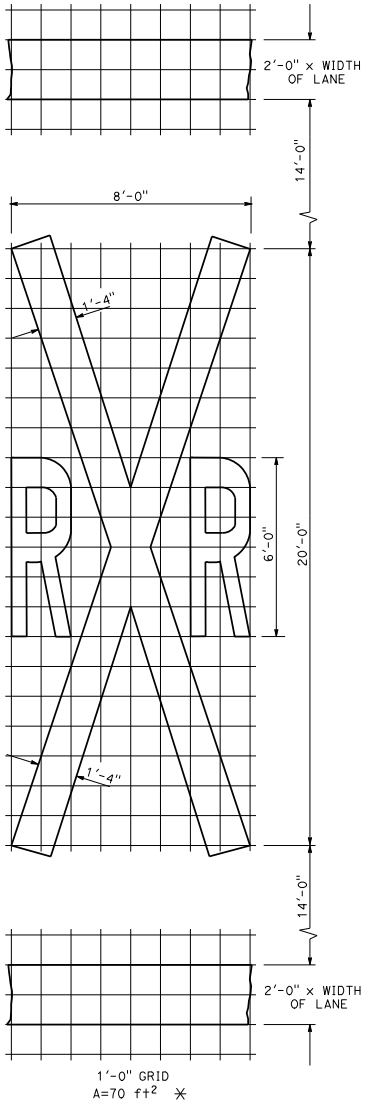
Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS

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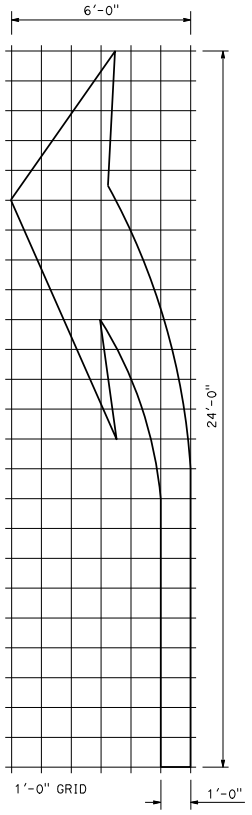
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A=70 ft² ✳

RAILROAD CROSSING SYMBOL

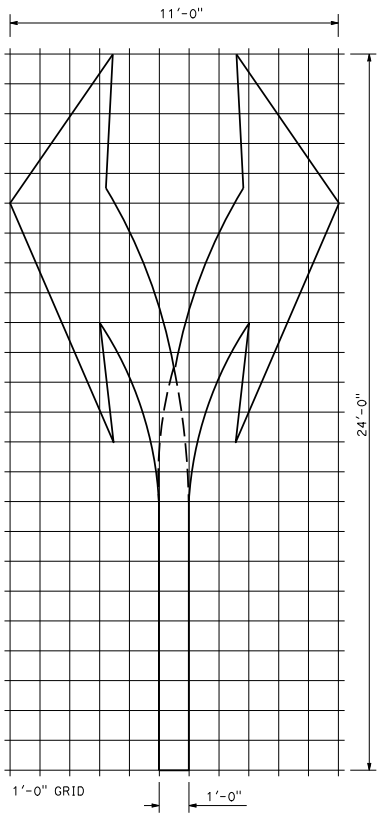
✳ 70 ft² does not include the 2'-0" x variable width transverse lines.



A=42 ft²

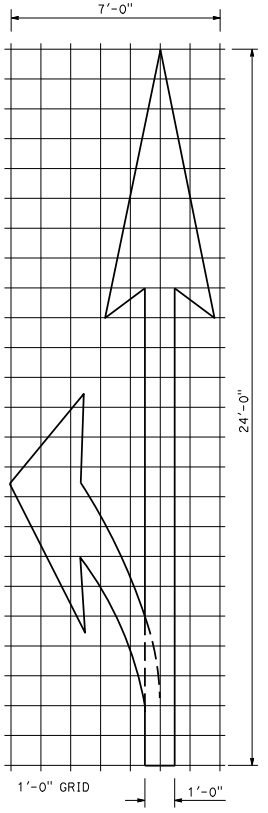
TYPE III (L) ARROW

(For Type III (R) use mirror image)



A=73 ft²

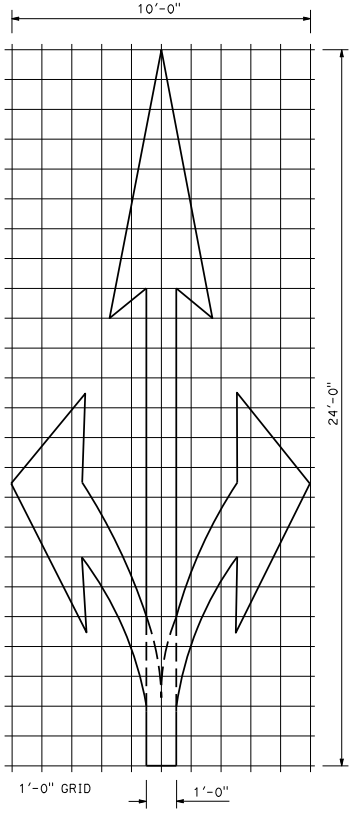
TYPE III (B) ARROW



A=45 ft²

TYPE II (L) ARROW

(For Type II (R) use mirror image)



A=59 ft²

TYPE II (B) ARROW

NOTE:

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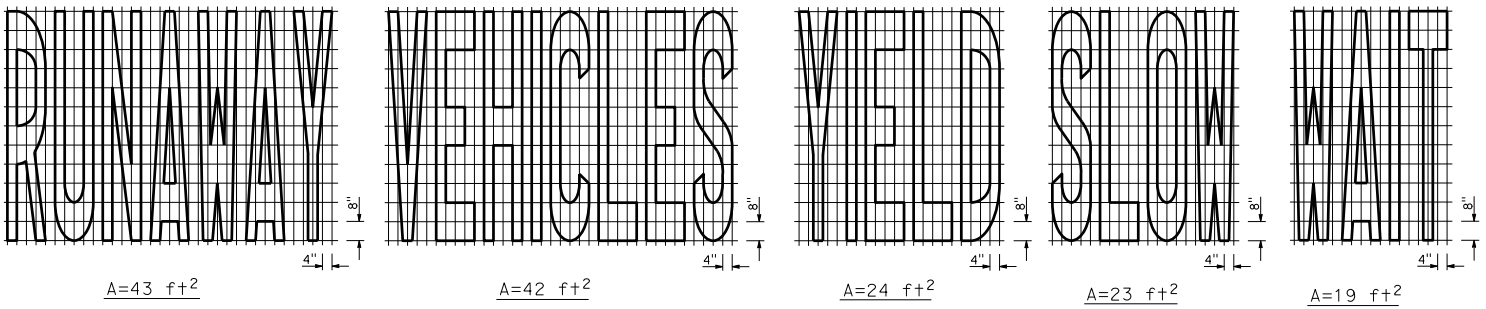
STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

PAVEMENT MARKINGS ARROWS AND SYMBOLS

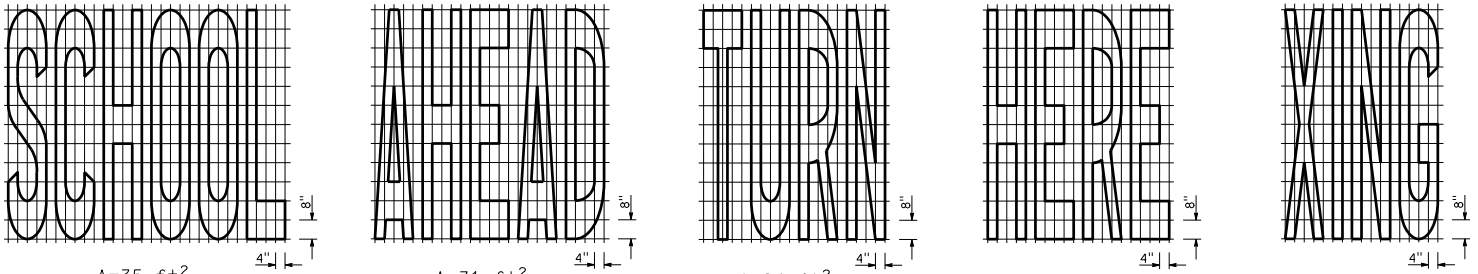
NO SCALE

A24B

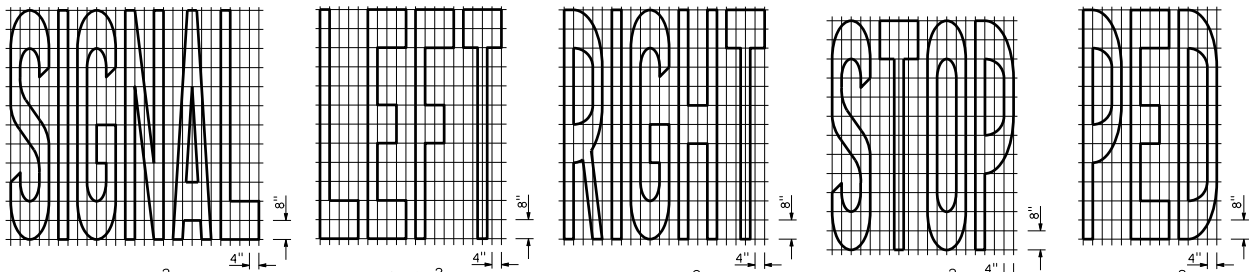
1-26-18



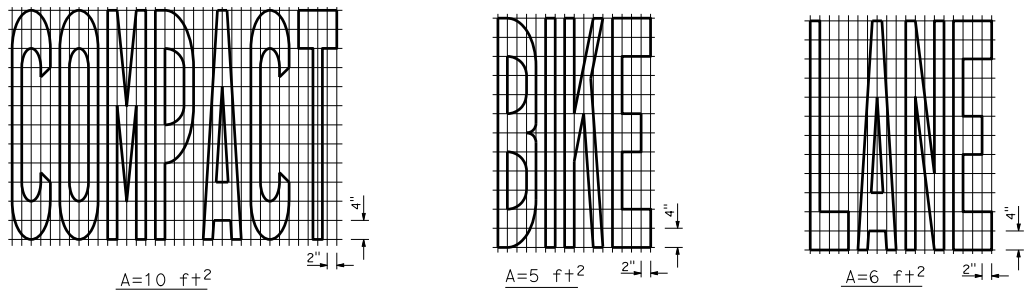
A=43 ft^2 A=42 ft^2 A=24 ft^2 A=23 ft^2 A=19 ft^2



A=35 ft^2 A=31 ft^2 A=24 ft^2 A=26 ft^2 A=21 ft^2



A=32 ft^2 A=19 ft^2 A=26 ft^2 A=22 ft^2 A=18 ft^2



A=10 ft^2 A=5 ft^2 A=6 ft^2

NOTES:

1. If a message consists of more than one word, it must read "UP", i.e., the first word must be nearest the driver.
2. The space between words must be at least four times the height of the characters for low speed roads, but not more than ten times the height of the characters. The space may be reduced appropriately where there is limited space because of local conditions.
3. Minor variations in dimensions may be accepted by the Engineer.
4. Portions of a letter, number or symbol may be separated by connecting segments not to exceed 2" in width.

WORD MARKINGS

ITEM	ft^2	ITEM	ft^2	ITEM	ft^2	ITEM	ft^2
XING	21	YIELD	24	BIKE	5	PED	18
AHEAD	31	SCHOOL	35	SLOW	23	COMPACT	10
WAIT	19	SIGNAL	32	STOP	22	RUNAWAY	43
LANE	6	TURN	24	LEFT	19	VEHICLES	42
RIGHT	26	HERE	26				

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PAVEMENT MARKINGS WORDS

NO SCALE

A24D

2018 STANDARD PLAN A24D

1-26-18