# PUBLIC WORKS CONTRACT (Formal Bid)

# General Municipal Building Improvements On-Call Contract 2016 for City Projects

THIS AGREEMENT Land of		, ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
referred to as the "City", and "Contractor";	r referred to as the "Agreement", made y and between the CITY OF MONTEREY WILLIAM A. THAYER CONSTRUCTION,	and entered into this day of , a municipal corporation, hereinafter INC., hereinafter referred to as the
Withham "		

### WITNESSETH:

WHEREAS, the Council of the City has awarded a contract to the Contractor for performing the work hereinafter described in accordance with the City's Specifications and Contractor's sealed proposal;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

- 1. SCOPE OF WORK. The Contractor shall perform all of the work and furnish all labor, materials, equipment and transportation necessary for General Municipal Building Improvements On-Call Contract 2016 for City Projects. Work is to be as set out in the Specifications on file in the Office of the City Engineer and as in the Contractor's Proposal attached hereto, dated November 24, 2015, in an amount not to exceed One Million Three Hundred Fifty One Thousand Six Hundred and Eighty dollars (\$1,351,680.00).
- 2. TIME OF PERFORMANCE. The term of this Contract shall be one (1) year from the effective date of the Notice to Proceed, or until the exhaustion of the annual funding limit, whichever comes first. The City reserves the right to extend this Contract for an additional period of one (1) year, with a renewed annual funding limit. The Contractor shall diligently prosecute each project under the Contract to completion on or before the expiration of the contract timeline stated on the work order. The Contractor shall accomplish required work within the schedule and timeframe established by the Engineer for each project.
- 3. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will continue in full force without being impaired or invalidated in any
- 4. Contractor agrees that in the performance of this Agreement, it will comply with all applicable state, federal and local laws, codes and regulations. This Agreement shall be governed by and construed in accordance with the laws of the State of California and the City of Monterey.
- 5. In accordance with the provisions of Sections 1725.5, 1771.1, 1771.3, and 1771.4 of the Labor Code, this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined by that chapter of the Labor Code, unless currently registered and qualified to perform public work pursuant to Section 1725.5 of the Labor Code. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1735.5 at the time the contract is awarded.
- The Monterey City Council awarded this contract on January 19, 2016 by Resolution 16-002 C.S.
- 7. This Agreement shall consist of this Public Works Contract document and the following items, all of which are on file in the office of the City Clerk and are incorporated herein and made a part hereof by reference:

  - В. Accepted Proposal
  - Performance Bond
  - Payment Bond (Labor and Materials)
- Non-Collusion Declaration
- Debarment and Suspension Certification
- G. Certification(s) of Good Faith Effort to Hire Local Residents

IN-WITNESS WHEREOF, said Contractor and said City have hereunto set their hands, all on the day and year first

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Manager, or bie desig

WILLIAM A. THAYER CONSTRUCTION, INC.:

greement #: Ag-5232 - Page 1 of 263 T00012-CA (v. 2.2 - 9/18) (015)



# CITY OF MONTEREY DEPARTMENT OF PLANS AND PUBLIC WORKS

#### **SPECIFICATIONS**

FOR

# General Municipal Building Improvements On-Call Contract 2016 For City Projects

**FORMAL BID** 





APPROVED FOR CONSTRUCTION:

Adat M. Hara-PRINCIPAL ENGINEER

DATE: 11/03/2015

Master Specification Revision: 0

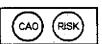
09/21/2015

Project Specification Revision:

10/01/2015

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Gen Mun Bidg 2016 City
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# CITY OF MONTEREY DEPARTMENT OF PUBLIC WORKS MONTEREY, CALIFORNIA

#### NOTICE TO CONTRACTORS

Sealed unbound bid proposals will be received in the office of the City Clerk, attention Finance Director, 580 Pacific Street, Room 6, City of Monterey, California, until 2:00 p.m., November 24, 2015, at which time they will be publicly opened and read in the City Council Chambers, for furnishing all labor, materials, tools, equipment and incidentals for the construction of General Municipal Building Improvements On-Call Contract 2016 for City Projects in accordance with these specifications.

This is an on-call contract, which shall be used to provide the City with a readily available work force for repairs to existing facilities, new construction of projects less than \$65,000 and emergency repairs as the City deems appropriate. In general, the work consists of repair, replacement and construction of any structure, shelter or enclosure and miscellaneous associated work at such times and locations as required. The work shall be located in the City of Monterey.

The contract agreement will be for a term of one year with the option to renew for one additional year with a not to exceed annual funding limit of \$1,000,000 plus California Consumer Price Index Adjustment (\$1,351,680 as of July 1, 2015). The City reserves the right to adjust the annual funding limit based on the July 1, 2016 California Consumer Price Index. There is no guaranteed minimum amount of work under this contract. The amount of work to be requested during the twelve-month contract period cannot be well defined at the outset. Work shall be issued through Work Orders.

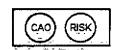
The City reserves the right to award up to four (4) contracts to a pool of the lowest responsive, responsible bidders in accordance with Section 28-20 (f), Multiple Job Order Contracts Procedure, of the Monterey City Code.

At the time of the bid opening, the successful Bidder must be legally entitled to perform contracts requiring a Class B General Building Contractor's license. Any Bidder or contractor not so licensed shall be subject to all penalties imposed by law including, but not limited to, any appropriate disciplinary action by the Contractors' State License Board.

All electricians performing work under this contract, as defined as making electrical connections at or above 100 volt-amperes, shall be certified pursuant to Section 3099 et seq. of the California Labor Code. Contractor shall submit proof of certification, or proof that the requirements of Section 3099.4 (a) of the California Labor Code have been met, prior to electricians commencing work under this contract.

### SPECIFICATIONS AND BID FORMS

Specifications, including instructions to Bidders and all necessary contract documents and forms, are available on-line from the City's website located at <a href="http://monterev.org/en-us/Business/Bids-and-RFPs">http://monterev.org/en-us/Business/Bids-and-RFPs</a>. In order to download project documents, you must register as a document (plan) holder on EbidBoard at no cost through the City web site. Potential bidders, subcontractors and suppliers are responsible for reviewing the complete bidding documents, including all addenda, prior to submitting their bid. They are also advised to check the City's web site noted above periodically and prior to submitting their bid. Submit unbound bid proposals (see Appendix A) in sealed envelopes clearly marked on the exterior with the project name, bid opening date and bid opening time for which the bid proposal is being submitted. When submitting a bid in a sealed envelope within another sealed envelope, such as an envelope provided by an overnight carrier, be sure to also mark the exterior of the outermost envelope or overnight carrier's envelope clearly with the project name, bid opening date and bid opening time.



#### PREVAILING WAGES

Local prevailing wage rates shall be paid in accordance with Sections 1770, 1773, and 1782, as amended, of the California Labor Code, and Section 28-20(e) of the Monterey City Code, on all public works construction contracts exceeding twenty-five thousand dollars (\$25,000) and all public works contracts for alteration, demolition, repair or maintenance work exceeding fifteen thousand dollars (\$15,000). Local wage rates may be obtained from City of Monterey, Capital Projects Office, 353 Camino El Estero, Monterey, CA, (831-646-3997) or the Director, Department of Industrial Relations, State of California, 455 Golden Gate Avenue, San Francisco, California (415-703-4774). Any Bidder contractor awarded a public works contract that uses a craft or classification not in the general prevailing wage determinations may be required to pay the wage rate most closely related in the general determinations, effective at the time of the call for bids.

In accordance with the provisions of Sections 1725.5, 1771.1, 1771.3, and 1771.4 of the Labor Code, this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal (subject to the requirements of Section 4104 of the Public Contract Code), or engage in the performance of any contract for public work, as defined by that chapter of the Labor Code, unless currently registered and qualified to perform public work pursuant to Section 1725.5 of the Labor Code. See Part III of these Specifications for additional requirements.

In accordance with the provisions of Section 1773.3 of the Labor Code, the City of Monterey shall provide notice to the Department of Industrial Relations (DIR) of the award of any public works contract subject to the requirements of Chapter 1 of the Labor Code, within five days of the award. The notice shall be transmitted electronically in a format specified by the DIR (see https://www.dir.ca.gov/pwc100ext/) and shall include the name of the contractor, any subcontractor listed on the successful bid, the bid and contract award dates, the contract amount, the estimated start and completion dates, job site location, and any additional information the DIR specifies that aids in the administration and enforcement of this chapter.

#### BID BOND

Cash, a certified check or cashier's check, payable to the order of the City of Monterey, or a satisfactory bid bond, in original form (no fax or photocopy shall be accepted), executed by the Bidder and an acceptable surety in an amount equal to ten percent (10%) of the bid amount shall be submitted with each bid.

#### **BID VALIDITY**

No Bidder may withdraw their bid for a period of ninety (90) days from the date of opening of the bids for the purpose of reviewing the bids and investigating the qualifications of Bidders, prior to awarding of the contract. Any bid withdrawal before the expiration of such time period shall result in the forfeiture of Bidder's Bid Bond. In the event of a bid mistake resulting from a clerical error made by the Bidder, withdrawal of such bid without forfeiture of the Bid Bond may only be allowed if the criteria set forth in California Public Contracts Code Sec. 5103 are met and the procedures set forth therein are followed: any such approval by City of bidders request to withdraw bid shall be at the sole discretion of the City.

#### RESPONSIBLE BIDDER

Responsible bidder as it pertains to this contract shall be as follows:

 Standards of Responsibility: The City may reject bids on the basis of non-responsibility. A responsible bidder is one that has the capacity in all respects to perform fully the contract requirements, and the integrity and reliability which will assure good faith performance of the contract. Factors to be considered in determining whether the standard of responsibility has been met include whether a bidder has:

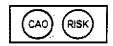
Gen Mun Bldg 2016 City

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- a. The appropriate financial, material, equipment, facility, capacity (adequate workforce to complete the job in a timely fashion) and personnel resources, including all required certifications, licenses, and expertise necessary to indicate its capacity to meet all contractual requirements, including the following specific requirements:
  - i. Adequate workforce to meet multiple critical work schedules at once;
  - Ability to start projects on the commencement dates set forth by the City and satisfactorily complete them within the City's stated time limits;
- b. A satisfactory record of performance, including but not limited to any prior work performed by bidder for the City or other agency;
- c. Evidence of bidder's ability to provide the required bonding and insurance capacity. Apparent low bidder with cash or cashier's check as bid bond is required to submit a pre-qualification letter from an acceptable surety or cashier's check as performance bond within fourteen (14) calendar days of the bid opening;
- d. A satisfactory record of integrity, diligence, and professionalism in the specific contract work;
- e. The legal qualifications to contract with the City; and
- Supplied all information requested by the City in connection with the inquiry concerning responsibility.
- 2. Information Pertaining to Responsibility. The prospective contractor shall supply any information requested by the City concerning the responsibility of such contractor, including the qualifications and performance records of contractor's employees and proposed subcontractors. If the prospective contractor fails to supply the requested information, the City shall base the determination of responsibility in award of the Contract upon any available information, or may find the prospective contractor non-responsible on the basis of its failure to provide the requested information to the City.
- 3. The City's Duty Concerning Responsibility. Before awarding a contract, the City must be satisfied that the prospective contractor is responsible. The City may use the information provided by prospective contractor as well as information obtained from other legitimate sources, including City staff's own experience with the prospective contractor and prospective contractor's employees.
- 4. Written Determination of Non-responsibility Requirements. If a bidder or offeror who otherwise would have been awarded the Contract is found non-responsible, a written determination of non-responsibility setting forth the basis determination shall be prepared by the City and sent to the non-responsible bidder or offeror. The bidder or offeror shall have an opportunity to appeal the City's determination on non-responsibility.

#### **BID REJECTION**

The City reserves the right to reject any or all bids as the best interests of the City may dictate and, to the extent permitted by law, waive any irregularity in any bid. If there is any reason for believing that collusion exists among the bidders, the City may reject any or all bids.



#### UNBALANCED BID

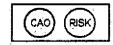
Bids which are obviously unbalanced may be rejected. For the purposes of this section, an unbalanced bid is one that (a) has unit prices based on nominal prices for some items of work and enhanced unit prices for other items of work, and (b) the amount and manner in which the unit prices are distributed is not reflective of the true cost to perform the work. Any unbalanced bid may be rejected by the City whether or not the result of the unbalanced bid increases the cost of the project to the City.

#### **BIDDER PROTEST**

All bid protests shall follow the procedures set forth in Monterey City Code §28-26 et seq., and the City's Purchasing Manual, both of which are available on-line on the City's website located at <a href="http://monterey.org">http://monterey.org</a>. Payment of a bid protest filing fee in the amount set forth in the City Code and Purchasing Manual shall be prerequisite to the filing of any such protest.

#### INTERPRETATION OF SPECIFICATIONS

Should a Bidder be in doubt as to the true meaning of any item in the Plans or Specifications or should Bidder discover items containing discrepancies or omissions, the Engineer shall be immediately notified. All requests for interpretations must be submitted ninety-six (96) hours before bid opening. If found necessary, interpretation or correction will be made by written addendum, a copy of which will be sent to each plan holder. Such addenda are to be considered as part of the contract documents, and the Bidder shall acknowledge this condition by listing each addendum by number in his bid proposal. The Engineer shall not be held responsible for any oral interpretations or instructions. No addenda can be issued less than seventy-two (72) hours before bid opening without an accompanying bid time extension. The Engineer reserves the right to make decisions on extending the bid period.



#### **DEFINITIONS**

For the purposes of this document, the following definitions shall apply:

CITY:

The term City refers to and indicates the City of Monterey, Monterey County,

State of California.

ENGINEER OR CITY ENGINEER

The term Engineer or City Engineer refers to and indicates the Public Works

Director of the City of Monterey or his duly authorized representative.

BIDDER:

Party submitting a bid for consideration by the City of Monterey.

CONTRACTOR:

The term <u>Contractor</u> refers to and indicates the party or parties contracting to perform the work to be done in pursuance of this contract and specifications.

COUNCIL OR CITY COUNCIL:

The City Council of the City of Monterey.

PLANS:

The project plans referred to herein.

**SPECIAL** 

PROVISIONS:

Part IV of these Specifications.

SPECIFICATIONS:

This document, in its entirety.

STANDARD

Specifications entitled "State of California, Department of Transportation,

SPECIFICATIONS:

Standard Specifications" of latest publication on file in the office of the City Clerk

of the City of Monterey.

<u>STANDARD</u>

PLANS:

Plans entitled "State of California, Department of Transportation, Standard

Plans" of latest publication.

ADA:

Americans with Disabilities Act of 1990, Titles II and III, revised September 15,

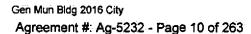
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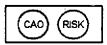
CBC:

California Building Codes, latest edition as adopted by the City of Monterey.

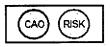
IBC:

International Building Codes, latest edition.





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### GENERAL MUNICIPAL BUILDING IMPROVEMENTS ON-CALL CONTRACT 2016 FOR CITY PROJECTS

#### CITY OF MONTEREY

#### **PROPOSAL**

To the Honorable City Council City of Monterey City Hall Monterey, California

The undersigned declares to have carefully examined the location of the proposed work, that the Plans and Specifications as set forth herein have been examined, and hereby proposes to furnish all materials and equipment and do all the work required to complete the said work in accordance with said Plans and Specifications for the lump sums and unit prices set forth in the following schedule:

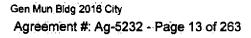
### **BID SCHEDULE**

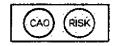
See "Part II, Page 2" immediately following this page.



# General Municipal Building Improvements On-Call Contract 2016 For City Projects Bid Schedule

#### Estimated Item Unit Description **Hourly Rate** Amount No. No. of Hours Project Manager \$ 2 Hr Superintendent 1 \$ 3 Hr Foreman \$ 4 Carpenter 1 \$ 5 Hr Carpenter, Sound and Thermal Insulation 1 \$ 6. Hr Millwright 1. \$ 7 Ηг \$ 1 8 Нг Cement Mason / Concrete Finisher \$ 9 Hr **Acoustic Ceiling Tile Installer** 1 \$ 10 H٢ Drywall Installer / Lather 1 5 11 Hr Drywall Stocker / Scrapper \$ 12 Hr Drywall Finisher / Taper 1 \$ 13 Hr Plasterer 1 \$ 14 Hr Plasterer Tender \$ 15 Hr Painter \$ 1 Bricklayer, Blocklayer 16 Ηr ì \$ 17 Ηг Mason Tender, Brick 1 \$ 18 Hr Tile Layer 1 \$ 19 Hr Tile Finisher 1 \$ 20 Soft Floor Layer, Carpet and Linoleum Нг \$ 21 1 \$ 22 Hr Glazier 1 \$ 23 Ηr Electrician, Cable Splicer \$ 1 24 Hr Electrician, Inside Wireman 1 \$ 25 Нг Electrician, Sound and Communications Installer \$ 26 Hr Electrician, Sound and Communications Technician 1 \$ 27 Ironworker, Reinforcing and Structural 1 \$ 28 Hr Plumber, Pipe Fitter and Refrigeration Fitter (HVAC) \$ 29 Plumber, Fire Sprinkler Fitter 1 \$ 30 Hr Sheet Metal Worker \$ 1 31 Hr Cost Estimator \$ 1 SUBTOTAL A \$ **Total Cost** ltem Percentage Ünit (Comparison Description Amount of Cost No. Basis Only) 32 % Materials Markup . . . . 33 % Sub-Contractor Markup 34 Performance and Payment Bond Markup % 35 % Contractor's Fee Markup, \$1 to \$64,999 36 % Total Markup, lines 32, 33, 34 plus 35 50,000 37 % Contractor's Fee Markup, \$65,000 to \$1,000,000 38 Total Markup, lines 32, 33, 34 plus 37 100,000 \$ SUBTOTAL B \$ GRAND TOTAL (SUBTOTAL A + SUBTOTAL B)





#### **BASIS OF AWARD**

Award of contract, if any be made, shall be made to the Contractor with the lowest responsive responsible bid based on the Grand Total (Subtotal A plus Subtotal B)

#### **BID ITEM DESCRIPTIONS**

This section covers details of individual items of the Bid Schedule to insure that it is clear as to what is to be included in each item. The costs submitted with each item are to reflect the work to be completed under that bid item only. Payment of all the following items shall be for actual materials installed on the job and for actual work accomplished.

#### Items 1 - 30 Hourly Rate

The hourly rate shall include the labor cost, labor cost surcharge, and labor markup and equipment necessary for the trade. The trades listed for bid comparison are not exhaustive. Trades not listed may be needed during the course of the contract. In such an event, the City and the Contractor shall mutually agree upon an hourly rate prior to commencement of work by the trade. Under no circumstances shall the rate of pay for any trade be less than the required prevailing wage.

#### Item 31 Cost Estimator

The hourly rate shall include the labor cost, labor cost surcharge, and labor markup and equipment necessary for cost estimating. This item shall include cost estimating as requested by the City for other projects that are not part of potential Work Orders and for general cost estimating assistance, such as researching costs of alternative materials and equipment. Cost estimating for potential Work Orders shall be included in the Contractor's Fee Markup item and no additional compensation shall be made.

#### Item 32 Materials Markup

This percentage of cost shall include the markup for materials purchased by the contractor for each project Work Order. Contractor shall provide invoices for all materials purchased and used in the course of the project Work Order. The Engineer reserves the right to furnish any or all the materials it deems necessary to complete the work. The contractor shall have no claims for costs and markup on materials furnished by the City.

#### Item 33 Sub-Contractor Markup

This percentage of cost shall include the prime contractor's markup for sub-contractor's cost for completion of each project Work Order.

#### Item 34 Performance and Payment Bond Markup

This percentage of cost shall include the contractor's markup for providing performance and payment bond for each project Work Order. See requirements in Part IV of these specifications.

#### Item 35 and 37 Contractor's Fee Markup

These pay items are for the contractor's overhead and profit as a percentage of the total construction cost for items listed for a project in the ranges of either \$1 to \$64,999; or from \$65,000 to \$1 million. This markup only applies to work performed by the prime contractor's own forces. Contractor's fee shall include insurance costs.

#### **ANCILLARY ITEMS**

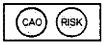
Payment for any items that do not have instruction indicating where expenses for said items are to be accounted for are to be considered ancillary to the work and accounted for in every one of the lump sum or unit price items and no additional compensation will be allowed therefor.

These items include, but are not limited to, Mobilization, Demobilization, Standard Traffic Control, Storm Water/Environmental Pollution Prevention Compliance submittals and related work, clean up, acquiring and complying with permits, estimating costs for potential Work Orders, staging areas, temporary site utilities, temporary sanitation facilities and similar items.

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#### LUMP SUM PRICE BREAKDOWN

Immediately after award of the contract, the contractor shall submit a cost breakdown list to the Engineer for all Lump Sum Bid items. The list shall consist of major elements of work that make up the item and shall be used for determining progress pay estimates.

#### **BID CLARIFICATION**

Pursuant to the provisions of the California Public Contract Code Section 20103.8, City reserves the option to award any or all the additive bid items in addition to the original contract after the lowest responsible Bidder has been determined, should the City later obtain additional funding for additive alternatives not awarded with the original contract.

For responsible bidder as it pertains to this contract, see Part I, Responsible Bidder.

Unit and lump sum prices shall be for items in place, as shown on the Plans, including all labor, materials, equipment, taxes, and incidentals necessary for a complete job.

Whenever unit prices are required and there is an incorrect extension thereof, the unit price correctly extended shall prevail and the total bid shall be corrected to reflect the correct extension. If a bid item amount is zero, enter zero. If a bid item is included elsewhere, enter "included". Do not enter "N/A" into the Bid Schedule.

The foregoing quantities are approximate only, being given as a basis for comparison of bids, and the City of Monterey 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 work by twenty-five percent (25%) or to omit portions of the work as may be deemed necessary by the Engineer.

For Items 1 through 31, the value in the "Amount" column shall be the product of the Estimated No. of Hours times the Hourly Rate. Subtotal A shall be the sum of the Amount column for Items 1 through 31. For Items 32 through 34, enter the Percentage of Cost Markup for the various items. For item 35, enter the Percentage of Cost markup for Work Orders valued between \$1 and \$64,999.

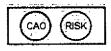
For Item 36, Total Markup, enter the sum of the Percentage of Cost Markup for Items 32 through 35. This Total Markup Percentage of Cost shall be applied to the Total Cost of \$50,000. The Total Cost of \$50,000 and the various Percentage of Cost Markup values are for comparison only.

For Item 37, enter the Percentage of Cost Markup for Work Orders valued between \$65,000 and \$1,000,000.

For Item 38, Total Markup, enter the sum of the Percentage of Cost Markup for Items 32, 33, 34 and 37. This Total Markup Percentage of Cost shall be applied to the Total Cost of \$100,000. The Total Cost of \$100,000 and the various Percentage of Cost Markup values are for comparison only. Subtotal B shall be the sum of the Amount column for Items 36 and 38.

The Grand Total shall be the sum of Subtotal A and Subtotal B. Individual percentage of costs as appropriate shall be applied to work orders issued under this On-Call Contract. A completed sample Bid Schedule is included in Appendix B herein.

The amount of work to be requested during the twelve-month contract period cannot be well defined at the outset. The Bidder agrees to do the work on an on-call basis in such increments and at such times and locations as will be defined in written work orders to be issued by the City as the need arises. The Bidder agrees that the offer to do the work at the hourly rates, percentage of cost markup and fees submitted with the bid schedule remains in effect for all written work orders as herein described and issued by the City during the twelve month period beginning with the effective date of the Notice to Proceed or until the exhaustion of the annual funding limit, whichever occurs first. No minimum annual dollar value of work is guaranteed by the City. A sample Work Order is included in Appendix B herein.



The "Estimated No. of Hours" column of the bid schedule defines the number of hours to be used in calculating a bid amount for each bid item and hourly rate. The hours listed will serve only to permit the calculation of bid amounts which, when totaled, shall provide the basis for comparison of bids and selection of the lowest qualified bidder. An hourly rate or percentage of cost and amount must be entered for every bid item in order for a bid proposal to be considered for award of contract.

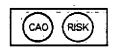
All costs associated with obtaining the bonds and insurance required by this contract shall be included in the unit prices for work items. In the event that no work is issued by the City during the course of the contract, the Contractor shall be responsible for any and all costs associated with meeting the contract requirements.

The intent of this contract is to provide the City with a readily available work force for new construction on City projects of any value up to \$59,999, and for repairs to existing facilities and emergency repairs of any value up to the Contract limit, as the City deems appropriate. This contract does not give the Contractor exclusive rights to perform all work done by the City; certain projects may be performed by City work forces or be sent for bid proposal throughout the term of the contract which may include this type of work.

The cost of individual projects under this contract shall be the sum of all bid items plus material and equipment costs necessary to complete such project. The bid items shall be calculated by multiplying the total bid item number of hours by the corresponding hourly rate. The city reserves the right to reject or negotiate the work order cost.

Bidders may withdraw or revise their bid personally, or upon a written or telegraphic request, or by FAX (the City's FAX number is 646-3702), at any time prior to the hour set for the opening of bids, but not thereafter; however, the City shall not accept faxed copies of bid bonds, affidavits or any other documents where an original document or signature is required by these Specifications. Bids may not be withdrawn for the time period specified in <u>BID VALIDITY</u> of Part I.

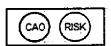
The Noncollusion Declaration included in this document shall be executed and submitted with each bid. The Local Hire Certification included in this document shall be executed and submitted with each bid, except in the following cases: 1) informal bids (i.e., under \$65,000); 2) whenever a state or federal law or regulation applicable to a particular contract prohibits the provision of a local hire requirement; or 3) whenever the City, in accordance with the requirements of the City Code or state law, determines that the contract is necessary to respond to an emergency which endangers the public health, safety, or welfare; or 4) whenever the City determines that a suitable pool of persons providing specialized skills does not exist locally for a specific public works project.



### **DECLARATION OF BIDDER RE: LICENSE QUALIFICATIONS**

Bidder certifie Contractors.	s.he/she posse License No. :	sses a license in ac	cordance with a State A	Act providing for the registration of
THE FOREGO		ATION IS TRUE AN	ND CORRECT AND IS:	EXECUTED UNDER PENALTY
		COUNTY, CAL	IFORNIA, ON	, 201
Name of Firm	:			
		ate. If a firm or co-p the declaration on		n name and give the names of
FAILURE TO CONTRACTO	PROVIDE AND PRISIGNATURI	OF THE INFORM S MAY RESULT II	ATION REQUIRED HE N YOUR BID BEING DE	REIN INCLUDING EMED NON-RESPONSIVE
Signati	ure		Printed	Name and Title
	nall list below ar n-responsive bio	•	issued for this project. 1	Failure to list issued addenda will
ADDENDA			ĺΩ.	ATE RECEIVED
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The Bidder sh three (3) year		bs of a similar natu	re completed by Bidder	s organization within the past
Date Completed	Dollar Amount	Agency Name	Type Of Job	Project Location
•			-	
<del></del>	·			
			<u> </u>	

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The Bidder shall list below the name, the location of the place of business, and the California contractor license number of any subcontractors proposed to perform work or labor or render service on this project, or a subcontractor licensed by the State of California who will specially fabricate and install a portion of the work or improvement according to detailed drawings contained in the plans and specifications of this project, whose work is in excess of one-half of 1 percent of the Bidder's total bid or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of 1 percent of the Bidder's total bid or ten thousand dollars (\$10,000), whichever is greater:

	DBE (Y/N)	License No.	Subcontractor Name	Subcontractor Place of Business
				The second secon
1	Item No.	Amount (\$) or % of Bid Item	Trade/Description of Work	
	DBE (Y/N)	License No.	Subcontractor Name	Subcontractor Place of Business
2	Item No.	Amount (\$) or % of Bid Item	Trade/Description of Work	
	DBE (Y/N)	License No.	Subcontractor Name	Subcontractor Place of Business
3	Item No.	Amount (\$) or % of Bid Item	Trade/Description of Work	
	DBE (Y/N)	License No.	Subcontractor Name	Subcontractor Place of Business
4	Item No.	Amount (\$) or % of Bid Item	Trade/Description of Work	
	DBE (Y/N)	License No.	Subcontractor Name	Subcontractor Place of Business
5	Item No.	Amount (\$) or % of Bid Item	Trade/Description of Work	
	DBE (Y/N)	License No.	Subcontractor Name	Subcontractor Place of Business
6	Item No.	Amount (\$) or % of Bid Item.	Trade/Description of Work	
	DBE (Y/N)	License No.	Subcontractor Name	Subcontractor Place of Business
7	Item No.	Amount (\$) or % of Bid Item	Trade/Description of Work	
	•			



# NONCOLLUSION DECLARATION TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

i ne undersigned deciai	es:		
I am the foregoing bid.	of		, the party making the
association, organization directly or indirectly indirectly or indirectly coll sham bid, or to refrain fragreement, communication to fix any overhead, a contained in the bid are breakdown thereof, or the corporation, partnership	n, or corporation. The bid uced or solicited any other uded, conspired, connived rom bidding. The bidder ha tion, or conference with ar profit, or cost element of th true. The bidder has not, the contents thereof, or dive, company, association, o	bidder to put in a false or sh i, or agreed with any bidder as not in any manner, directl nyone to fix the bid price of the e bid price, or of that of any	or sham. The bidder has not nam bid. The bidder has not or anyone else to put in a by or indirectly, sought by he bidder or any other bidder, other bidder. All statements ed his or her bid price or any lative thereto, to any or to any member or agent
limited liability company	, limited liability partnershi	f a bidder that is a corporation p, or any other entity, hereb declaration on behalf of the	
correct and that this	declaration is executed		that the foregoing is true and
Signature	<del>.</del>	- -	
Printed Name and Title	•	-	

#### **DEBARMENT AND SUSPENSION CERTIFICATION**

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:

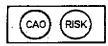
- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any state, federal, or local agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any state, federal, or local agency within the past 3 years;
- · Does not have a proposed debarment pending; and
- Has not be 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.

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ned

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Signature

Printed Name and Title



#### Local Hiring Requirement

All Contractors who submit bids, or proposals, to construct or provide work on any City of Monterey Public Works project, or for any other Public Works construction, or improvement, on City property must comply with Monterey City Code Article 2 of Chapter 28, which sets forth the requirements regarding the Local Hiring Requirement for Public Works Projects. A copy of Monterey's Local Hiring Requirement Ordinance is available at the City Clerk's Office; Bidders are responsible for familiarizing themselves with the contents thereof before signing the certifications required below.

Among other requirements, this ordinance requires the Contractor to promise to make a good-faith effort to hire qualified individuals who are residents of the Monterey Bay Area (Monterey, Santa Cruz- and San Benito Counties), in sufficient numbers so that no less than fifty percent (50%) of the Contractor's total construction work force, including subcontractor work force, measured in labor-work hours, is comprised of Monterey Bay area residents. This same requirement applies to all subcontractors.

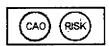
Every Bidder must complete and sign under penalty of perjury a Certification of Good-Faith effort to Hire Monterey Bay Area Residents, on the form provided, and submit said Certification with the sealed bid no later than the date and time of the bid opening. Bidder shall attach to the Certification documentary evidence supporting Bidder's promise to meet, or to make a good-faith effort to meet, the local hinng goal.

Contractor shall include in each and every subcontract relating to the project the requirement that the subcontractor promises to make a good faith effort to hire qualified individuals who are residents of the Monterey Bay Area. Contractor shall be responsible for subcontractor's compliance.

Prior to submitting bids, Bidders shall ensure that any and all subcontractors listed in their bids are not disqualified at that time pursuant to Section 28-78 of the City ordinance referenced above. Prospective contractors may consult the list, available from the City Clerk, of contractors and subcontractors, if any, who are currently disqualified.

The local hiring requirement shall not apply under the following circumstances:

- (a) Informal Bids, or
- (b) Whenever a state or federal law or regulation applicable to a particular contract prohibits the provision of a local hire requirement; or
- (c) Whenever the City, in accordance with the requirements of the Code or state law determines that the contract is necessary to respond to an emergency which endangers the public health, safety, or welfare; or
- (d) Whenever the City determines that a suitable pool of persons providing specialized skills does not exist locally for a specific public works project. An example would be marine-related pile drivers.



# Certification of Good-Faith Effort to Hire Monterey Bay Area Residents (Prime Contractor – To be Submitted with Bid)

l,		a licensed contractor, or responsible managing officer,			
of the company known as					
		I have met, or made a good-faith effort to meet, the			
requirements set forth in Monterey City Code Article 2 of Chapter 28. Further, I certify that during the					
•	•	ate record on a standardized form showing the name,			
		nployed, proof of qualified individual status, per diem			
		y the company on the specific public works project,			
		orary employees, and provide such records to the City estand that I am responsible for insuring that any			
		mplies with this ordinance, including submitting a			
		y Bay Residents, and to keeping accurate records as			
described above.		,,			
		·			
•					
	•	•			
Signature					
		•			
Printed Name and Title					
•					
Date					

# Certification of Good-Faith Effort to Hire Monterey Bay Area Residents (Subcontractor – To be Completed by Subcontractor After Bid is Awarded)

1,		, a license	ed contractor, o	or responsible	managing officer,
of the company ki	nown as				
	under penalty of pe				
	forth in Monterey Cit				
•	e contract, i shall ke				
•	e, trade classification its of each person e		* ***		
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	ood Faith Effort to Hi				
described above.		ino monitoroy, buy the	soldonio, dira	.o .copp.ii.g c	
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Signature				٧,	
					-
Printed Name and	Title	*			•
•		•			•
Date	<u>.</u>				

# GENERAL PROVISIONS FORMAL BID (\$65,000 and over)

#### **BIDDING**

#### JOB SITE AND DOCUMENT EXAMINATION

The bidder is required to thoroughly examine the job site, Plans and Specifications including Contract Form (See Part III, Page 2) for the work contemplated, and it will be assumed that the bidder has investigated and is satisfied as to the requirements of the plans and specifications, including the contract. It is mutually agreed that submission of a proposal shall be considered prima facie evidence that the bidder has made such examination.

#### **BID DOCUMENT COMPLETION**

Proposals to receive consideration shall be made in accordance with the following instructions:

- The proposal shall be made upon the form provided therefor with all items filled out (Appendix A
  of these specifications). The completed form must be without interlineations, alterations, or
  erasures. All submitted documents must be in original form (no photocopies or faxes).
- 2. Each bid shall be accompanied by cash, a cashier's check, a certified check, or a bidder's bond executed by the bidder and an acceptable surety in original form, or any negotiable instruments in original form that are not cancelable amounting to ten percent (10%) of the bid, payable to the City of Monterey. The amount so posted shall be forfeited to the municipality if the bidder does not, within fifteen (15) calendar days after written notice that the contract has been awarded to said bidder, enter into a contract with the municipality for the work.

The City shall have the right to hold all bid bonds until award of the contract. However, the Finance Director may order the return of all bid bonds except that of the two (2) lowest bidders prior to the award.

#### CONTRACT AWARD AND EXECUTION

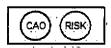
#### CONTRACT AWARD

The contract shall be awarded, if an award is made, to the lowest responsive responsible bidder as defined in Part II, Bid Clarification, of these specifications, within ninety (90) calendar days from the date bids are publicly opened, examined and declared unless a different bid validity period is specified in Part I, Bid Validity. If the award is not made within the specified period, then all of the bids submitted shall be deemed to have been rejected by the legislative body.

#### CONTRACT EXECUTION

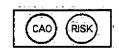
A contract shall not be deemed to have been made between the Contractor and the City of Monterey until all of the following steps have been completed:

- Award of the contract by the City Council
- 2. Execution of a written agreement by the Contractor, on the form set forth herein, within fifteen (15) calendar days after written notice that the contract has been awarded to him.
- 3. Delivery by the Contractor to the City of Monterey, the contract bonds and certificates of insurance as required by these specifications.



# PUBLIC WORKS CONTRACT (Formal Bid)

Insert Project N	ame, as Listed on Resolut	tion   Project   tinsert Project Code)			
THIS AGREEMENT, hereinafter referred to as the "Agreement", made and entered into this day of 201, by and between the CITY OF MONTEREY, a municipal corporation, hereinafter referred to as the "City", and [INSERT CONTRACTOR NAME] hereinafter referred to as the "Contractor";					
WITNESSETH:					
		to the Contractor for performing the work hereinafter ons and Contractor's sealed proposal;			
NOW, THEREFORE, IT IS AGREE	ED AS FOLLOWS:				
transportation necessary for [ on file in the Office of the City <u>Day, Year</u> ], in an amount no	SCOPE OF WORK. The Contractor shall perform all of the work and furnish all labor, materials, equipment and transportation necessary for [ Insert Project Name ]. Work is to be as set out in the [Plans and] Specifications on file in the Office of the City Engineer and as in the Contractor's Proposal attached hereto, dated [ Insert Month Day, Year], in an amount not to exceed [ Insert amount in words ] dollars (\$###,### .00) plus a sum of up to [ 10% ] for such contingencies as the City Manager, or his designee, deems appropriate				
days from the effective date	2. TIME OF PERFORMANCE. The work under this contract shall commence within [ <u>fourteen (14)</u> ] calendar days from the effective date of the Notice to Proceed and shall be completed on or before the expiration of [ <u>insert no. of construction days (##)</u> ] calendar days from the effective date of the Notice to Proceed.				
		npetent jurisdiction to be invalid, void, or unenforceable, being impaired or invalidated in any way.			
4. Contractor agrees that in the performance of this Agreement, it will comply with all applicable state, federal and local laws, codes and regulations. This Agreement shall be governed by and construed in accordance with the laws of the State of California and the City of Monterey.					
5. In accordance with the provisions of Sections 1725.5, 1771.1, 1771.3, and 1771.4 of the Labor Code, this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined by that chapter of the Labor Code, unless currently registered and qualified to perform public work pursuant to Section 1725.5 of the Labor Code. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1735.5 at the time the contract is awarded.					
6: The Monterey City Council awarded this contract on [ Month Day, Year ] by Resolution [ ##-###] C.S.					
7. This Agreement shall consist of this Public Works Contract document and the following items, all of which are on file in the office of the City Clerk and are incorporated herein and made a part hereof by reference:					
A. [Plans and] Specifications     B. Accepted Proposal     C. Performance Bond     D. Payment Bond (labor and	F. G.	Non-Collusion Declaration Debarment and Suspension Certification Certification(s) of Good Faith Effort to Hire Local Residents [Delete if project is federally funded]			
IN WITNESS WHEREOF, said Contractor and said City have hereunto set their hands, all on the day and year first above written.					
ATTEST:	CITY OF MONTEREY:	[ <u>INSERT CONTRACTOR NAME</u> ]:			
Bý:	Ву:	By:			
City Clerk	By:City Manager, or his	designee By: [.Insert Name, Title:]			



#### **SCOPE OF WORK**

#### INTENT

The work to be done consists of furnishing all labor, materials, methods and processes, implements, tools, equipment, incidentals and machinery except as otherwise specified, which are necessary and required to complete the contract in a satisfactory and workmanlike manner.

The intent of the plans and specifications is to prescribe the details for the construction and completion of the work which the Contractor undertakes to perform in accordance with the terms of the contract. Where the plans or specifications describe portions of the work in general terms, but not in complete detail, it is understood that only the best general practice is to prevail and that only materials and workmanship of the best quality are to be used.

#### **CHANGES AND EXTRA WORK**

Changes and extra work shall be in accordance with Section 4-1.05, Changes and Extra Work, of the Standard Specifications.

The Engineer reserves the right to make such alterations, deviations, additions to or omissions from the plans and specifications, including the right to increase or decrease the quantity of any item or portion of the work or to omit any items or portion of the work, as may be deemed by the Engineer to be necessary or advisable, and to require such extra work as may be determined by the Engineer to be necessary for the proper completion or construction of the whole work contemplated.

When special conditions arise, such as mitigation of unforeseen conditions or additional work, the work shall be negotiated as "extra work" in accordance with the Standard Specifications. Approved Change Orders shall describe the changes or extra work, contract time adjustments and payment basis for such work as applicable. Change Orders are valid contract amendments when approved and signed by the City and Contractor. All changes and extra work must be negotiated and approved before the work is performed.

The City may require the Contractor to work outside approved construction hours noted in Part IV, Construction Procedure. For work done during these times, when required by the City, payment to the Contractor may be adjusted per General Prevailing Wage Rate provisions.

#### **CLEANUP**

All work sites shall be kept as clear of equipment, material and waste material as is practicable at all times. The City of Monterey and/or government Representative shall make the determination that this requirement is being complied with.

If the City is required to provide cleanup of the work sites due to failure of the Contractor to so provide, or in case of emergency, the City shall charge the Contractor the actual cost of labor and materials and may deduct said costs from any monies due and owing the Contractor.

Upon completion and before making application for acceptance of the work, the Contractor shall clean the street and/or other areas of work, and all ground occupied by him in connection with the work, of all rubbish, excess materials, temporary structures, and equipment, and all parts of the work shall be left in a neat and presentable condition.



#### **CONTROL OF WORK**

#### **CONTRACT COMPONENTS**

These specifications, the plans 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 job.

Shop drawings required by the plans, specifications or the Engineer shall be furnished by the Contractor and approved by the Engineer before any work relating to the shop drawings is performed unless approval is waived in writing by the Engineer.

It is mutually agreed that shop drawing approval by the Engineer 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 the shop drawings with the approved plans, specifications and site conditions.

Submittal review and approval by the Engineer does not relieve the Contractor from compliance with the requirements and intentions of the plans and specifications.

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

In the event of discrepancy, written dimensions shall take precedence over scaled dimensions.

#### **ENGINEER'S AUTHORITY**

The Engineer shall respond to any and all inquiries as to the quality or acceptability of materials furnished and work performed, and as to the manner of performance and rate of progress of the work; all inquiries as to the interpretation of the plans and specifications; all inquiries as to the acceptable fulfillment of the contract on the part of the Contractor; and all inquiries as to claims and compensation. The Engineer's response shall be final and the Engineer shall have executive authority to enforce and make effective such responses.

Should it appear that the work to be done, or any matter relative thereto, is not sufficiently detailed or explained in the plans and specifications, the Contractor shall submit a written Request for Information (RFI) to the Engineer. Responses to RFI's shall be in writing and deemed part of the contract documents. Contractor shall comply with response explanation or interpretation so far as may be consistent with the intent of the plans, specifications and amendments thereto.

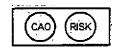
In the event of doubt or question relative to the true meaning of the plans and specifications, reference shall be made to the City Manager, or his designee, whose decision thereon shall be final.

#### **ASSIGNMENT**

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

#### SUBCONTRACTING

Any Proposed substitution of subcontractors must comply with the requirements of the Subletting and Subcontracting Fair Practices Act, California Public Contract Code §4100, et seq.



The Contractor shall give his personal attention to the fulfillment of the contract and shall keep the work under his 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, plans and specifications.

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

#### **REPRESENTATIVE**

The Contractor shall assign a representative per Section 5-1.16, Representative, of the Standard Specifications and submit contact information (name, telephone number) to the City of Monterey Capital Projects Division. If the after-hours representative is different than the on-site representative, provide contact information for both.

The Contractor shall be constantly on the work during its progress or shall be represented by a foreman who is competent to receive and carry out instructions which may be given by the proper authorities, and the Contractor shall be held liable for the faithful observance of any lawful instructions of the Engineer not in conflict with the contract, and which may be delivered to the Contractor, contractor's superintendent, foreman, or other representatives on the work. If the Contractor believes the Engineer's instructions are in conflict with the contract, the Contractor shall immediately bring it to the attention of the Engineer in writing.

The Contractor shall provide and maintain an office in the City of Monterey near the site of the work and shall allot such space to the Engineer or his representative as is required for proper keeping of records and plans of work, if required by the plans or specifications.

#### **EQUIPMENT**

While certain sections of these specifications may provide that equipment of a particular size and type is to be used to perform portions of the work, it is to be understood that the development and use of new or improved equipment is to be encouraged.

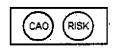
The Contractor may request, in writing, permission from the Engineer to use equipment of a different size or type in place of the equipment specified.

The Engineer, before considering or granting such request, may require the Contractor to furnish, at Contractor's expense, evidence satisfactory to the Engineer that the equipment proposed for use by the Contractor is capable of producing work equal to, or better than, that which can be produced by the equipment specified.

### PROPERTY AND FACILITY PRESERVATION

Attention is directed to Section 5-1.36, Property and Facility Preservation, Section 7-1.05, Indemnification and Section 7-1.06, Insurance, of the Standard Specifications. Due care shall be exercised to avoid injury to existing street improvements or facilities, utility facilities, adjacent property, roadside trees and shrubbery that are not to be removed.

The Contractor shall be held responsible for any damages to existing streets, highways, roads, driveways, sidewalks, curbs, gutters, utilities, other public facilities or private property caused by Contractor's operations. Where the work calls for cutting into or disturbing existing materials, the Contractor shall patch or repair the existing area to a neat, finished product. This shall include touch up



or repair of the existing which was disturbed, and repair to the same structural capacity as the existing facility or better.

Full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in protecting or repairing property, shall be considered as included in the prices paid for the various contract items of work, and no additional compensation will be allowed therefor.

#### POTENTIAL CLAIMS AND DISPUTE RESOLUTION

Potential claims and dispute resolution shall be in accordance with Section 5-1.43, Potential Claims and Dispute Resolution, of the Standard Specifications.

#### CONTRACTOR'S RESPONSIBILITY FOR WORK

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

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 or approved by the Engineer and accepted or estimated for payment.

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

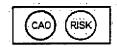
Upon failure on the part of the Contractor to comply forthwith with any order of the Engineer made under the provisions of this article, the Engineer shall have authority to cause defective work to be remedied, or removed and replaced, and unauthorized work to be removed. The cost of removing, replacing, or repairing said defective or unauthorized work may be deducted from any monies due and owing the Contractor but said right of set-off shall be an alternative and not the sole remedy of the City.

Until the formal acceptance of the work by the City (as constituted by the filing of the Notice of Completion), 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 the acts of the federal government or the public enemy.

Should the City elect to occupy a project before acceptance, the City will issue a Notice of Substantial Completion designating those portions of the work that will be occupied or utilized. Contractor shall be retieved from maintenance and from the responsibility of injury and damage to this work. However, any guarantees will not begin until acceptance of the entire project, and the Contractor shall retain responsibility for making good defective work or materials.

#### **EMPLOYEES**

All workmanship shall be fully up to the highest standard of modern construction and practice. The employment of labor shall comply with the prevailing local labor conditions and the Contractor shall employ only competent, careful, orderly persons upon the work. If at any time it shall appear to the Engineer that any person employed upon the work is incompetent, careless, reckless, or disorderly, or disobeys or evades orders and instructions, such person shall be immediately discharged and not again employed upon the work.



#### **CONTROL OF MATERIALS**

#### GENERAL

The Contractor shall furnish without charge such samples of materials and tests of materials as are required by the plans, specifications or the Engineer. No material shall be used until it has been approved by the Engineer.

All tests of materials ordered by the Engineer and made by the Contractor shall be made in accordance with commonly recognized standards of national organizations, and such special methods of tests as are prescribed in the plans and specifications:

All materials not conforming to the requirements of the plans and specifications shall be considered defective, and all such materials, whether in place or not, shall be rejected and shall be removed immediately from the site of the work unless otherwise permitted by the Engineer. No rejected materials, the defects of which have been subsequently corrected, shall be used until approved in writing 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 authority to remove and replace defective material. The cost of removing, replacing or repairing said defective or unauthorized material may be deducted from any monies due and owing the Contractor but said right of set-off shall be an alternative and not the sole remedy of the City.

For convenience in designation on the plans or in the specifications, certain articles or materials to be incorporated in the work may be designated under a trade name or the name of a manufacturer and his catalog information. The use of an alternative article or material which is of equal quality and of the required characteristics for the purpose intended will be permitted, provided that the burden of proof as to the quality and suitability of alternatives shall be upon the Contractor who shall furnish, at the contractor's expense, all information necessary as required by the Engineer. The Engineer shall be the sole judge as to the quality and suitability of alternative articles or materials and that decision shall be final.

### MATERIAL SOURCE

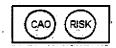
At the option of the Engineer, the source of supply of each of the materials shall be approved by the Engineer before delivery is started and before such material is used in the work. Representative preliminary samples of the character and quality prescribed shall be submitted by the Contractor or producer of all materials to be used in the work, for testing or examination by the Engineer.

#### QUALITY

Except as otherwise provided, sampling and testing of all materials, and the laboratory methods and testing equipment required under the plans and specifications shall be in accordance with the latest requirements of the State of California, Department of Transportation, Office of Materials Engineering and Testing Services. Sampling and testing of materials not covered by CalTrans specifications and not otherwise provided for, shall be in accordance with the latest Test Methods and Standards of the American Society for Testing and Materials (ASTM).

#### **GUARANTEE**

All materials supplied and all work done under this contract shall be guaranteed by the Contractor for a period of one (1) year from the date of formal acceptance by the City of Monterey. Upon receipt of notice from the Engineer of failure of any part of the guaranteed materials during the guarantee period, the affected parts shall be replaced promptly and at the expense of the Contractor.



The Contractor shall maintain the performance bond (See Part IV, Contract Bonds) in full force and effect during the guarantee period for the purpose of insuring that said repairs or replacements will be made, or may, at the Contractor's option, replace said performance bond for a similar bond in the amount of twenty (20) percent of the total contract amount including adjustments or the original performance bond, whichever is greater.

#### LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

#### LÁWS

The Contractor shall keep fully informed of all existing and future state and federal laws and all municipal ordinances and regulations of the City of Monterey 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.

All work shall comply in every respect with all the governing laws, regulations, and ordinances of the City of Monterey, which shall be considered for the purpose of contract to which the plans and specifications refer, a part thereof. The Contractor shall give to the proper authorities all necessary notices relative to the work, and shall obtain and pay for all such permits, licenses, notices, inspections, or tests required as part of the contract price. All permits issued by the City for work done under this contract shall be issued at no charge.

All bidders and contractors shall be licensed in accordance with the laws of this State, specifically the provisions the Business and Professions Code, Division 3, Chapter 9. Any bidder or contractor not so licensed is subject to the penalties imposed by such laws. In accordance with the requirements in Public Contract Code Section 10164, in all contracts where Federal funds are involved, the Contractor shall be properly licensed at the time the Contract is awarded.

#### **NONDISCRIMINATION**

The Contractor shall comply with Section 1735 of the Labor Code, which reads as follows:

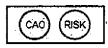
"No discrimination shall be made in the employment of persons upon public works because of the race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons, except as provided in Section 12940 of the Government Code, and every contractor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

The Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform Work under the contract.

#### LABOR CODE

In accordance with the provisions of Sections 1725.5, 1771.1, 1771.3, and 1771.4 of the Labor Code, this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal (subject to the requirements of Section 4104 of the Public Contract Code), or engage in the performance of any contract for public work, as defined by that chapter of the Labor Code, unless currently registered and qualified to perform public work pursuant to Section 1725.5 of the Labor Code.

An inadvertent error in listing a subcontractor that is not registered shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive, provided that any one of Section 1771.(c)(1)-(3) applies. Failure of a listed subcontractor to be registered shall be grounds for the contractor to substitute



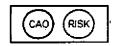
a registered subcontractor for the unregistered subcontractor. The City shall not accept any bid, nor shall the City or bidder enter any contract or subcontract, without proof of the contractor or subcontractor's current registration to perform public work pursuant to Section 1725.5 of the Labor Code. The prime contractor shall post job site notices, as required by Section 1771.4(a) (2) of the Labor Code and regulations. The prime contractor shall submit records to the Labor Commissioner, as required by Sections 1771.4(a) (3), 1771.4(c) (2), and 1776 of the Labor Code.

#### WAGES

Local prevailing wage rates shall be paid in accordance with Sections 1770, 1773, and 1782, as amended, of the California Labor Code, and Section 28-20(e) of the Monterey City Code, on all public works construction contracts exceeding twenty-five thousand dollars (\$25,000) and all public works contracts for alteration, demolition, repair or maintenance work exceeding fifteen thousand dollars (\$15,000).

The Contractor and any subcontractor under the Contractor shall comply with Labor Code Sections 1774 and 1775. Pursuant to Section 1775, the Contractor and any subcontractor under the Contractor shall forfeit to the State or political subdivision on whose behalf a contract is awarded a penalty of not more than two hundred dollars (\$200), or such other amount as may be amended from time to time by the Department of Industrial Relations, for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of Industrial Relations for the Work or craft in which the worker is employed for any public (City) Work done under the contract by the Contractor or by any subcontractor under the Contractor in violation of the requirements of the Labor Code and in particular, Labor Code Sections 1770 to 1780, inclusive. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of the mistake, inadvertence, or neglect of the Contractor or subcontractor in failing to pay the correct rate of prevailing wages, or the previous record of the Contractor or subcontractor in meeting their respective prevailing wage obligations, or the willful failure by the Contractor or subcontractor to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages is not excusable if the Contractor or subcontractor had knowledge of the obligations under the Labor Code. In addition to the penalty and pursuant to Labor Code Section 1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Contractor or subcontractor. If a worker employed by a subcontractor on a public works (City) project is not paid the general prevailing per diem wages by the subcontractor, the prime contractor of the project is not liable for the penalties described above unless the prime contractor had knowledge of that failure of the subcontractor to pay the specified prevailing rate of wages to those workers or unless the prime contractor fails to comply with all of the following requirements:

- The contract executed between the contractor and the subcontractor for the performance of Work on the public works (City) project shall include a copy of the requirements in Sections 1771, 1775, 1776, 1777.5, 1813 and 1815 of the Labor Code.
- The contractor shall monitor the payment of the specified general prevailing rate of per diem wages by the subcontractor to the employees, by periodic review of the certified payroll records of the subcontractor.
- Upon becoming aware of the subcontractor's failure to pay the specified prevailing rate of wages
  to the subcontractor's workers, the contractor shall diligently take corrective action to halt or
  rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for
  Work performed on the public works (City) project.



4. Prior to making final payment to the subcontractor for Work performed on the public works (City) project, the contractor shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages to the subcontractor's employees on the public works (City) project and any amounts due pursuant to Section 1813 of the Labor Code.

Pursuant to Section 1775 of the Labor Code, the Division of Labor Standards Enforcement shall notify the Contractor on a public works (City) project within 15 days of the receipt by the Division of Labor Standards Enforcement of a complaint of the failure of a subcontractor on that public works (City) project to pay workers the general prevailing rate of per diem wages. If the Division of Labor Standards Enforcement determines that employees of a subcontractor were not paid the general prevailing rate of per diem wages and if the City did not retain sufficient money under the contract to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the contractor shall withhold an amount of moneys due the subcontractor sufficient to pay those employees the general prevailing rate of per diem wages if requested by the Division of Labor Standards Enforcement. The Contractor shall pay any money retained from and owed to a subcontractor upon receipt of notification by the Division of Labor Standards Enforcement that the wage complaint has been resolved. If notice of the resolution of the wage complaint has not been received by the Contractor within 180 days of the filling of a valid notice of completion or acceptance of the public works (City) project, whichever occurs later, the Contractor shall pay all moneys retained from the subcontractor to the City. These moneys shall be retained by the City pending the final decision of an enforcement action.

Pursuant to the requirements in Section 1773 of the Labor Code, the City has obtained the general prevailing rate of wages (which rate includes employer payments for health and welfare, pension, vacation, travel time and subsistence pay as provided for in Section 1773.8 of the Labor Code, apprenticeship or other training programs authorized by Section 3093 of the Labor Code, and similar purposes) applicable to the Work to be done, for straight time, overtime, Saturday, Sunday and holiday Work. The holiday wage rate listed shall be applicable to all holidays recognized in the collective bargaining agreement of the particular craft, classification or type of workmen concerned.

The general prevailing wage rates and any applicable changes to these wage rates are available at the City of Monterey, Capital Projects Office, 353 Camino El Estero, Monterey, CA, (831-646-3997). General prevailing wage rates are also available from the California Department of Industrial Relations' Internet Web Site at: http://www.dir.ca.gov.

The wage rates determined by the Director of Industrial Relations for the project refer to expiration dates. Prevailing wage determinations with a single asterisk after the expiration date are in effect on the date of advertisement for bids and are good for the life of the contract. Prevailing wage determinations with double asterisks after the expiration date indicate that the wage rate to be paid for Work performed after this date has been determined. If Work is to extend past this date, the new rate shall be paid and incorporated in the contract. The Contractor shall contact the Department of Industrial Relations as indicated in the wage rate determinations to obtain predetermined wage changes. Pursuant to Section 1773.2 of the Labor Code, general prevailing wage rates shall be posted by the Contractor at a prominent place at the site of the Work.

Changes in general prevailing wage determinations which conform to Labor Code Section 1773.6 and Title 8 California Code of Regulations Section 16204 shall apply to the project when issued by the Director of Industrial Relations at least ten (10) days prior to the date of the Notice Inviting Bids for the project.

The City will not recognize any claim for additional compensation because of the payment by the Contractor of any wage rate in excess of the prevailing wage rate set forth in the contract. The possibility of wage increases is one of the elements to be considered by the Contractor in determining the bid, and will not under any circumstances be considered as the basis of a claim against the City on the contract.



The Contractor shall make travel and subsistence payments to each workman, needed to execute the Work, in conformance with the requirements in Labor Code Section 1773.8.

#### CERTIFIED PAYROLL RECORDS

The Contractor shall conform to the requirements in Labor Code Section 1776 concerning payroll records. Regulations implementing Labor Code Section 1776 are located in Sections 16016 through 16019 and Sections 16207.10 through 16207.19 of Title 8, California Code of Regulations. The Contractor and each subcontractor shall preserve their payroll records for a period of 3 years from the date of completion of the contract.

#### **APPRENTICES**

The Contractor and subcontractors shall comply with the provisions in Sections 1777.5, 1777.6 and 1777.7 of the California Labor Code and Title 8, California Code of Regulations Section 200 et seq. To ensure compliance and complete understanding of the law regarding apprentices, and specifically the required ratio thereunder, the Contractor and each subcontractor should, where some question exists, contact the Division of Apprenticeship Standards, 455 Golden Gate Avenue, San Francisco, CA 94102, or one of its branch offices prior to commencement of Work on the contract. Responsibility for compliance with this section lies with the Contractor. It is State and City policy to encourage the employment and training of apprentices on public works contracts as may be permitted under local apprenticeship standards.

#### **WORKING HOURS**

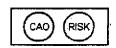
Eight hours labor constitutes a legal day's Work. The Contractor or any subcontractor under the Contractor shall forfeit, as a penalty to the State of California, twenty five dollars (\$25) or such other amount as may be amended by the Department of Industrial Relations from time to time for each worker employed in the execution of the contract by the respective Contractor or subcontractor for each calendar day during which that worker is required or permitted to Work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the requirements of the Labor Code, and in particular, Section 1810 to Section 1815, thereof, inclusive, except that Work performed by employees of Contractors in excess of 8 hours per day, and 40 hours during any one week, shall be permitted upon compensation for all hours worked in excess of 8 hours per day at not less than one and one-half times the basic rate of pay, as provided in Section 1815 thereof.

#### OCCUPATIONAL SAFETY AND HEALTH STANDARDS

The Contractor shall conform to all local, state and federal rules and regulations pertaining to safety. Furnished equipment, material and services shall comply with all OSHA Standards and regulations and all applicable governmental laws and orders. The Contractor shall post an OSHA poster in a conspicuous location as required by law.

#### **EXCAVATION SAFETY**

Per California Labor Code Section 6500, Contractor shall posses a valid Construction Activity Permit for construction of trenches or excavations which are five (5) feet or deeper and into which a person is required to descend. When trenches or excavations five (5) feet or deeper are anticipated as part of the contract, Contractor shall posses a valid permit at the time of bidding and for the life of the contract. Contractor shall furnish copies of valid permits to the City of Monterey Capital Projects Division office. When required in Part I, Notice to Contractors, Contractor must provide evidence of a current T1 Annual Trench/ Excavation Permit at the time of bidding.



Contractor shall comply with California Labor Code Section 6705 which provides that prior to the commencement of excavation of any trench or trenches five (5) feet or more in depth, Contractor shall submit to the Engineer a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards established by the Construction Safety Orders, the plan shall be prepared by a registered civil or structural engineer.

Plans must be submitted to the Engineer at least five (5) working days prior to the commencement of excavation. If said plans are not submitted five (5) days prior to the commencement of said excavation, the City shall not be liable to Contractor for any delay in work caused by delinquent submission of said plans.

Trenching of more than four (4) feet below the surface shall require the Contractor to promptly notify the Engineer if unknown hazardous wastes, subsurface or latent physical site conditions different from those indicated or unusual site conditions are encountered, and inform the City as to its duty to investigate those conditions. The Contractor may file for a change order for any conditions different from those indicated.

#### PUBLIC CONVENIENCE AND PUBLIC SAFETY

Attention is directed to Section 7-1.03, Public Convenience, and Section 7-1.04, Public Safety, of the Standard Specifications for the provisions relating to the Contractor's responsibility for providing for the convenience and safety of the public in connection with his operations. Standard Specifications are on file in the office of the City Engineer.

Contractor is to notify the Engineer of the start date and construction schedule at least nine (9) calendar days prior to the planned start of construction unless otherwise noted in Part IV.

The Contractor shall conduct his operations as to cause the least possible inconvenience to public traffic. The Contractor shall provide traffic control devices or personnel where necessary in conformance with good traffic safety standards. The Contractor shall provide sufficient warning signs or devices to give adequate notice to the public of dangerous or changed conditions existing during construction.

The City Engineer shall determine the adequacy of said devices and, in cases of dispute, his determination shall be final.

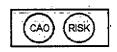
If the City is required to provide traffic direction, signs or devices, due either to failure of the Contractor to so provide or in case of emergency, the City shall charge Contractor the actual cost of labor and materials and may deduct said costs from any monies due and owing the Contractor.

#### WORKER'S COMPENSATION

Pursuant to the requirements in Section 1860 of the Labor Code, the Contractor will be required to secure the payment of workers' compensation to the Contractor's employees in conformance with the requirements in Section 3700 of the Labor Code.

#### **PATENTS**

If any material, composition, process, method of construction or any other thing called for or required by the plans and specifications or used in the work is covered by letter patent, all royalties and expenses thereof, all litigation thereupon, or anything whatsoever which may develop as a cost from the use of such materials, composition, process, method, or any other thing which is covered by letter patent; shall be borne by the Contractor.



#### RIGHT OF PROPERTY

Nothing in the contract shall be construed as vesting the Contractor with any right of property in the materials furnished and used in the work herein provided for after they have been attached to the work and have become an integral portion of the work herein provided. All such materials shall, upon their becoming an integral part of the work herein provided, be, and remain, the property of the City of Monterey.

#### **INCREASED FORCE**

In case of emergency involving danger to life or property, continuous work with increased force may be required by the Engineer.

#### LIABILITIES

Right of general supervision by the City shall not make the Contractor an agent of the City, and the liability of the Contractor for all damages to persons or to public or private property arising from the Contractor's execution of the work shall not be lessened because of such general supervision.

#### PROSECUTION AND PROGRESS

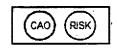
#### **GENERAL**

If at any time in the opinion of the Engineer, 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 shall be served upon the Contractor. Should the Contractor 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 Engineer 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 may designate.

Upon such suspension, the Contractor's control shall terminate, and thereupon the Engineer or 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 and appliances, tools, and equipment and buy or rent such additional materials and supplies at the Contractor's expense as may be necessary for the proper construction of the work and for the completion thereof; or may employ other parties to carry the contract to completion, employ the necessary workers, substitute other machinery or materials and purchase the materials contracted for in such manner as the City may deem proper; or the City may annul and cancel the contract and re-let 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 money due the Contractor or retained under the terms of this contract shall be forfeited to the City, but such forfeiture will 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, and 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 Manager shall be binding on all parties to the contract.



#### SUSPENSIONS AND DELAYS

Suspensions of work and delays shall be in accordance with Section 8-1.06, Suspensions, and Section 8-1.07, Delays, of the Standard Specifications.

The Engineer shall have the authority to suspend the work wholly or in part, for such period as the Engineer 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 the Engineer may deem necessary due to the failure on the part of the Contractor to carry out Engineer's orders given or to perform any provisions of the work. The Contractor shall immediately obey such order of the Engineer and shall not resume work until ordered in writing by the Engineer.

Any act of, or any omission of anything required to be done by the City, its officers, agents or employees which shall cause the Contractor delay in the completion of the work shall be a ground for extension of time on the part of the Contractor to complete the work but shall not grant the Contractor any monetary damages for such delay.

#### **RIGHTS OF WAY**

Rights-of-way or easements for 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 rights-of-way or easements unless otherwise especially provided. In the event of delay on the part of the City, its officers, agents or employees in obtaining any such rights-of-way or easements for the work to be constructed, then the Contractor shall have time for the completion of his contract for the period or periods caused by such delay or delays but shall have no damages against the local entity, its officers, agents or employees.

#### **PAYMENT**

#### **GENERAL**

Attention is directed to Section 9, Payment, of the Standard Specifications on file in the office of the City Engineer, the provisions of which shall govern unless other and conflicting provisions are set forth in these specifications and/or the plans.

The City pays for the Contractor furnishing the resources and activities to complete the work. The Contractor shall accept the City's payment as full compensation for furnishing the resources and activities, including, but not limited to all labor, materials, tools, equipment, taxes and incidentals necessary to complete the work and for performing all work contemplated, and embraced under the contract; also for loss or damage arising from the nature of the work or from the action of the elements, or from any unforeseen difficulties which may be encountered during the prosecution of the work until the formal acceptance by the City, and for all risks of every description connected with the prosecution of the work; also for all expenses incurred in consequence of the suspension or discontinuance of the work as herein specified, and for completing the work according to the plans and specifications.

The City shall not be obligated to process any payment request until thirty (30) calendar days after receipt of a correct, complete and undisputed progress payment request or sixty (60) calendar days after receipt of a correct, complete and undisputed final payment request. Payments not made within the specified time periods are subject to an interest rate of two percent (2%) per month. A payment request shall not be deemed complete unless all related documentation has been supplied and verified, and all related contract requirements have been satisfactorily met.



#### **PROGRESS PAYMENTS**

The Contractor may, once each month, make an estimate in writing of the total amount of work done to the time of such estimate and the value thereof, and request payment for that work.

Upon approval of the progress payment request, the Engineer shall cause to be paid to the Contractor the balance not retained as aforesaid, after deducting therefrom all previous payments and all sums to be withheld 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 Engineer, the work is not proceeding in accordance with the provisions of the contract, or when in the judgment of the Engineer, the total value of the work done since the last estimate amounts to less than one thousand dollars (\$1,000.00).

Except as set forth in the following paragraph, the Engineer shall retain five percent (5%) of the value of the materials so estimated to have been furnished and delivered and unused, or furnished and stored as aforesaid, as part security for the fulfillment of the contract by the Contractor. The Engineer shall also retain five percent (5%) of the value of all work done.

The Contractor may elect to receive 100% of payments due under the contract from time to time, without retention of any portion of the payment by the City, by depositing approved securities of equivalent value with the City or in an escrow account with an approved bank in accordance with the provisions of Section 4590 of the Government Code. Such securities, if deposited by the Contractor, shall be valued by the City's Finance Director, whose decision on valuation of the securities shall be final.

No such estimate or payment shall be construed to be an acceptance of any defective work or improper materials.

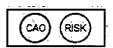
#### PAYMENT AFTER CONTRACT ACCEPTANCE

Upon receipt of written notice that the work is ready for final inspection and acceptance, the Engineer shall promptly make such inspection, and when the work is found to be acceptable under the contract and the contract fully performed, the Engineer shall file a Notice of Completion.

Final payment, including all sums withheld or retained as herein before specified as partial security for the fulfillment of the contract, shall be paid promptly by the City after expiration of the lien period (see California Civil Code § 3179 et seq.), providing there are no disputes arising from the performance of the contract or the amount due.



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#### GENERAL MÜNICIPÄL BUILDING IMPROVEMENTS ON-CÄLL CONTRACT 2016 FOR CITY PROJECTS

#### SPECIAL PROVISIONS

#### **GENERAL**

The work, in general, consists of furnishing labor, material and equipment for the construction of General Municipal Building Improvements. These improvements include repair, replacement and construction of any structure, shelter or enclosure and miscellaneous associated work at such times and locations as required. The work shall be located in the City of Monterey.

The City shall notify the Contractor of the work to be done. Contractor shall submit cost estimates based on the project plans, scope of work and accepted hourly rates described in the Proposal Schedule of Quantities and Prices.

These specifications and project plans are intended to be in imperial units of measurements. Some specifications and plans may be in metric units. It shall be the responsibility of the contractor to convert units for the purpose of submission of cost proposal.

#### PLANS AND SPECIFICATIONS

A component in one Contract part applies as if appearing in each. The parts are complementary and describe and provide for a complete work. The work embraced herein shall be done in accordance with the appropriate provisions of the Standard Specifications insofar as the same may apply, and in accordance with the specifications and plans. In case of conflict between the <u>Standard Specifications</u>, <u>Standard Plans</u>, and these <u>Special Provisions</u> and the <u>Plans</u>, the order of precedence shall be as follows:

<u>Special Provisions</u> shall take precedence over <u>Plans</u> and the <u>Plans</u> shall take precedence over <u>Standard Specifications</u> and <u>Standard Plans</u>. These <u>Special Provisions</u> shall also take precedence over conflicting portions of the "General Provisions, Part III" of these project specifications.

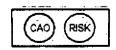
#### CONTRACT BONDS

For Bid Bond requirements, see Part I, Bid Bond, of these Specifications.

The Contractor, at the time of signing and executing the contract, shall execute and file with the City a performance bond to the satisfaction and approval of said City, in the amount of one-hundred thousand dollars (\$100,000) conditional upon the faithful performance of the contract. For additional information, see Guarantees elsewhere in these specifications. Contractor must submit proof of the ability to bond the entire contract amount of \$1,000,000 plus California Consumer Price Index Adjustment at the time of bid opening.

The surety shall be an admitted carrier in California with a valid surety license and possess a minimum rating from A. M. Best Company of A-VII. The Surety and /or co-sureties must be listed as an acceptable surety on federal bonds by the United Stated Department of the Treasury, subject to the maximum amount shown in the listing. If co-sureties are used, their bonds shall be on a joint and several basis.

The Contractor, at the time of signing and executing the contract, shall execute and file with the City a payment bond (public works labor and materials bond) to the satisfaction and approval of said City, in the amount of one-hundred dollars (\$100,000). Contractor must submit proof of the ability to bond the entire contract amount of \$1,000,000 plus California Consumer Price Index Adjustment at the time of bid opening. Said bond is to meet with the approval of the City Attorney of the City of Monterey.



The Contractor shall be required to submit additional performance and payment bonds for project work orders more than one-hundred thousand dollars (\$100,000). Additional bonds shall be submitted within fourteen (14) calendar days after the execution of such work orders. Additional bonds shall be paid as percent of cost as described in Part II of these Specifications.

The Contractor shall maintain the performance bond in full force and effect during the guarantee period for the purpose of insuring that said repairs or replacements will be made, or may, at the Contractor's option, replace said performance bond for a similar bond in the amount of twenty percent (20%) of the total contract amount, including adjustments, or the original performance bond, whichever is greater.

Notwithstanding the above, the Contractor may substitute adequate securities for any bond called for under the provisions of these Specifications as set forth in Public Contracts Code Section 22300. Alternate security substitutions shall be submitted to the City no later than ten (10) days after written notice that a contract has been awarded to the contractor to allow processing and escrow agreement for in lieu security.

The Contractor shall submit the contract with his signature affixed thereto, required bonds or alternate security and evidence of insurance that conforms to the contract within fifteen (15) calendar days after written notice that a contract has been awarded to him.

#### TIME LIMITS

The Contractor shall submit the contract with his signature affixed thereto, required bonds or alternative security and evidence of insurance that conforms to the contract within fifteen (15) calendar days after written notice that a contract has been awarded to him.

A Notice to Proceed for this on-call contract will be issued upon receipt of the foregoing documents. The Contractor shall be ready to commence work within fourteen (14) calendar days after the effective date of said Notice to Proceed.

A project specific Work Order notice shall be issued for each project to be performed under this on-call contract and shall serve as the Notice to Proceed for that specific project.

The Contractor shall diligently prosecute the contract to completion on or before the expiration of contract timeline stated on the project specific Work Order(s).

The Contractor shall provide cost estimates for potential Works Orders within fifteen (15) calendar days from the date of the request by the City and receipt by the contractor of potential Work Order data for estimating purposes.

The terms of this on-call contract shall remain in effect for one year from the effective date of the Notice to Proceed or until the contract amount of \$1,000,000 plus California Consumer Price Index Adjustment is spent, whichever comes first.

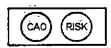
#### LICENSES AND PERMITS

Prior to the execution of any contractual agreements, the successful Bidder shall obtain a City of Monterey Business License, and all applicable permits (except Coastal Zone Conservation permits) for construction.

City permits shall be issued at no charge, except for construction parking permits. Construction parking permits are as follows for dashboard permits (commercial vehicles only):

\$10 per vehicle/space per day (meter space): Cannery Row Area Wharf Area

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Waterfront Area Foam Street Scott/Oliver Streets

\$5 per vehicle/space per day (non meter space): Lighthouse Avenue Downtown Area

All other restricted/enforced area on-street.

Paper construction parking permits may be obtained at the Parking Division office, 340 Tyler Street, Monterey, CA 93940 (831.646.3953).

Contractor shall be required to obtain and hold a Public Works Permit (Encroachment Permit) and/or Building Permit from the Building Permit and Inspection Division. Contractor shall provide a copy of the completed permit(s) to the Capital Projects Division no later than three (3) days prior to the start of construction. The permit application fee(s) shall be waived. Where applicable, the City shall submit permit applications.

#### SITE INSPECTION

It shall be the Contractor's responsibility to inspect the site and become thoroughly familiar with all aspects of the work to be done.

The submission of a bid shall be conclusive evidence that the Bidder has investigated the site and is thoroughly satisfied as to the conditions to be encountered, as to the character, quality, and scope of the work to be performed; the quantity of materials to be furnished; and as to all the requirements of these specifications.

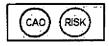
It shall be the Contractor's responsibility to be aware of surface and subsurface drainage conditions that may exist at the site. The Contractor is further responsible for work necessary to rectify any resulting drainage problems; labor, materials, equipment, and incidentals necessary to achieve the solution shall be borne by the Contractor.

#### SUBMITTALS

The review of submittals and approval thereof by the City does not relieve the Contractor from compliance with the requirements and intentions of the plans and specifications to which the submittals pertain.

#### Submittal Format:

- 1. Contractor shall submit individually bound copies of all submittals and revised submittals to the City's construction manager. A minimum of two (2) copies shall be submitted unless otherwise directed. Submittal submission may be done in pdf form via email.
- 2. All submittals shall have a cover sheet containing the following:
  - Submittal date, submittal number and submittal revision number (as applicable),
  - b. City project name,
- 3. Each submittal item shall clearly identify the specification section(s) and paragraph(s) for with the submittal item pertains to.
- 4. Contractor is not guaranteed a specific review time period. If Contractor requires a quick submittal turnaround of specific submittal items, Contractor must indicate which submittal items require a quick turnaround by attaching a memo to the submittal indicating such and the



requested turnaround period. The City shall make every effort to meet the requested review period.

5. Contractor shall place orders for all materials or equipment in time to prevent any delays to the construction schedule or project completion. If any materials or equipment are not ordered in a timely fashion, any additional charges made by equipment manufacturers and/or suppliers to complete the manufacturer and/or delivery in time to meet the construction schedule or project completion, together with any special handling charges shall be borne by the Contractor.

#### Submittal Content and Product Data:

- 1. Contractor shall review and accept submittals prior to submission.
- 2. Submittals shall contain all required information such as shop drawings, product data, etc.
- 3. Each submittal item shall be identified by manufacturer, brand name, trade name, model number, size, rating and additional information as is necessary to properly identify and verify the materials and equipment. The phrase "as specified" is not considered sufficient.
- 4. Where possible, submittal information shall be limited to the specific item being submitted. In the event multiple materials or equipment are described in one submittal, Contractor shall clearly identify the pertinent information being submitted on.
- Accessories, controls, finish, etc. not required to be submitted or identified with the submittal shall be furnished and installed as specified.

#### **CONSTRUCTION SURVEYS**

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

Finished surfaces in all cases shall conform to the lines, grades, cross-sections and dimensions shown on the approved plans and specifications. Deviations from the approved plans and specifications must be approved by the Engineer and authorized in writing.

The Contractor shall give at least seventy-two (72) hours' notice in writing to the Construction Manager when construction stakes will be required.

Such stakes or marks will be set by the Engineer as he determines to be necessary to enable the Contractor to establish the lines and grades required for the completion of the work specified in the Standard Specifications, Plans and Specifications. This staking will include one set of stakes or marks at about twenty-five feet on center (25' O/C) which shall be used for excavation, filling, and alignment of improvements.

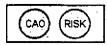
The Contractor shall preserve all stakes and points set for lines, grades, or measurement of the work in their proper places until authorized to remove them by the Engineer. All expenses incurred in replacing stakes that have been removed without proper authority shall be paid by the Contractor.

The City shall be given the opportunity to check forms for line and grade prior to any concrete being placed.

#### PROTECTION OF PRIVATE PROPERTY

Private property grounds and facilities, if damaged or removed because of the Contractor's operations, shall be restored or replaced to same or better than the original condition and located in the same position and alignment as is reasonably possible. Contractor shall comply with the applicable portions of

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Section 5-1.36, "Property and Facility Preservation", Section 7-1.05, "Indemnification", and Section 7-1.06, "Insurance" of the Standard Specifications.

#### CONSTRUCTION QUALITY CONTROL

#### **Definitions**

Quality Management (QM) - All control and assurance activities instituted to achieve the product quality established by the contract requirements.

Contractor Quality Control (CQC) - The construction contractor's system to manage, control, and document contractor's, suppliers', and subcontractor's activities to comply with contract requirements.

#### Contractor Responsibility

General: The Contractor shall establish and maintain an effective quality control system in compliance with the Plans and Specifications. The quality control system shall consist of plans, procedures, and organization necessary to provide materials, equipment, workmanship, fabrication, construction, and operations which comply with contract requirements. The system shall cover construction operations both onsite and offsite, and shall be keyed to the proposed construction sequence.

#### The Quality Control Plan

Quality Control Plans and Procedures.

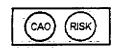
The Contractor will be required to prepare a Quality Control Plan. This plan shall include, as a minimum, the following:

- A description of the quality control procedures, including a chart showing lines of authority and acknowledgement that the Contractor shall implement the control system for all aspects of the work specified and shall report to the project manager or someone higher in the Contractor's organization.
- The name, qualifications, duties, responsibilities, and authorities of each person assigned a QC function.
- 3. A copy of the letter to the Engineer signed by an authorized official of the firm which describes the responsibilities and delegates the authority to implement the QC plan shall be furnished.
- 4. Procedure for scheduling and managing submittals, including those of subcontractors, offsite fabricators, suppliers, and purchasing agents.
- 5. Control testing procedures for each specific case. Note that in the case of federally-funded projects, QA/QC testing must be performed by the city by a Caltrans-certified lab.
- Reporting procedures including proposed reporting formats.

#### QC Plan Implementation

1. Preconstruction Conference. During the pre-construction conference, a mutual understanding of the CQC system details shall be developed, including the forms for recording the CQC operations, control activities, testing, administration of the system for both onsite and offsite work, and the interrelationship of Contractor's management with the Engineer's inspection. Minutes of the conference shall be prepared by City staff, and be signed by both the Contractor and the Engineer. The minutes shall become a part of the contract file. There may also be occasions when subsequent conferences will be called to reconfirm mutual understandings.

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- 2. General. After issuance of the Notice to Proceed, and prior to the start of construction, the Contractor shall furnish, for acceptance by the Engineer, the Contractor Quality Control (CQC) Plan with which he proposes to implement the requirements of Contract Clause entitled "Construction Quality Control". The plan shall identify personnel, procedures, instructions, records, and forms to be used. If the Contractor fails to submit an acceptable QC plan within the time herein prescribed, the Engineer may refuse to allow construction to start if an acceptable interim plan is not furnished.
- Control of Materials, Tests, and Inspections. As listed below, and noted elsewhere in the specifications but not limited to the following items, the Quality Control Plan will include the dates for the Contractor to furnish certificates for product, or product test compliance, shop drawings or catalog cuts and requests for inspection or review.
  - a. Tests and Inspections:
    Sub-grade compaction
    Aggregate placement and compaction
    Forms Placement
    Trench backfill and bedding
    Reinforcing bar placement
    Fill Material (if applicable)
    Pipe placement
    Lateral Connections
    Welding
    High Strength Fasteners and Bolts
    Epoxy
    Fire Proofing
    Street Light Bases
  - b. Materials and Materials Certification:
    Aggregate Base
    Hot Mix Asphalt/Asphalt Concrete
    Concrete
    Catch Basin and Manhole Casting
    Reinforcing Bar
    Pipe Material
    Trench backfill material
    Lumber
    RC pipe
    Slurry backfill

#### c. <u>Daily Reports</u>

The Contractor shall provide copies of daily reports which describe the work performed, weather conditions, personnel and equipment on site, and quality control activities performed.

The Contractor will not be paid for work prior to Engineer reviewing and accepting daily reports for the period of time payment is requested.

- 4. Acceptance of Plan. Acceptance of the Contractor's plan is required prior to the start of construction. Acceptance is conditional and will be predicated on satisfactory performance during the construction. The Engineer reserves the right to require the Contractor to make changes in the CQC plan and operations as necessary to obtain the quality specified.
- 5. <u>Notification of Changes</u>. After acceptance of the QC plan, the Contractor shall notify the Engineer in writing of any proposed change. Proposed changes are subject to acceptance by the



Engineer.

 Testing and Certification. The Contractor shall pay for all tests and inspections as required by the Plans and Specifications. The Contractor shall furnish certification of materials being used, upon request of the Engineer, without additional charge.

#### **GUARANTEE**

Materials and labor guarantees shall be per Part III of these specifications. All warranty shall be to the satisfaction of the City. Final payment will not be released without submission of warrantees. Any materials installed in Army Buildings (with City of Monterey approval) shall issue warranty (if exists) to the United States Army prior to formal acceptance of work, and deliver to the City of Monterey, Capital Projects Division Office.

#### REGULATIONS

The Contractor and all subcontractors shall give all notices and comply with all laws, ordinances, rules, and regulations applicable to the work, safety and hiring/employment practices. Nothing in the Plans and Specifications shall be construed to permit work not conforming to the regulations and codes set forth herein which include, but are not limited to the following:

- Americans with Disabilities Act (ADA) accessibility and employment standards. In the event of conflicting federal and state standards, the standard that provides greater access will take precedence.
- 2. Monterey City Code, as amended,
- 3. California Building Code, latest edition as adopted by the City of Monterey (2013 Edition),
- California Electrical Code, latest edition as adopted by the City of Monterey (2013 Edition),
- California Mechanical Code, latest edition as adopted by the City of Monterey (2013 Edition),
- 6. California Plumbing Code, latest edition as adopted by the City of Monterey (2013 Edition).
- California Green Building Standards Code, latest edition as adopted by the City of Monterey,
- California Historic Building Code, latest edition as adopted by the City of Monterey,
- 9. California Occupational Safety and Health Administrative Code, latest edition,
- California Government Code Section 4216, Protection of Underground Infrastructure.
- 11. National Fire Protection Associations NFPA 1 Fire Code, latest edition,
- 12. The California Labor Code.

#### PUBLIC SAFETY AND PROTECTION OF THE WORK

The Contractor shall furnish, erect and maintain such fences, barricades, guards, lights and other devices as are necessary to prevent accidents and avoid damage to the construction work or injury to the public. No separate payment shall be made for such work. If in the opinion of the Engineer, adequate barricades or warning devices are not maintained by the Contractor, the City may furnish and erect same and charge the Contractor therefor. Attention is directed to Sections 7-I.03 "Public Convenience" and 7-I.04, "Public Safety", of the Standard Specifications published by the State of California Department of Transportation.



#### INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent permitted by law, Contractor agrees to indemnify, investigate, defend (at Contractor's sole cost and expense and with legal counsel reasonably approved by City), protect and hold harmless, the City of Monterey, its officials, officers, employees, agents, and representatives from and against any and all claims [including, without limitation, claims for bodily injury or death (including but not limited to Contractor, persons employed by Contractor, persons acting on behalf of Contractor, and third parties) or damage to property), demands, obligations, losses, damages, actions, causes of action, suits, judgments, fines, penalties, liabilities, defense costs, and expenses (including, without limitation, reasonable attorneys' fees, disbursements, and court costs, and all other professional, expert, or Contractors' fees and costs) of every kind or nature arising out of or in connection with or relating to any work or activities of Contractor (or Contractor's contractors or subcontractors, if any) conducted under this Agreement or arising out of the failure on Contractor's part to perform their obligations under this agreement. Except as provided by law, the indemnification provisions stated above shall apply regardless of the existence or degree of fault of the City, except for those claims which arise out of the active negligence, sole negligence, or willful misconduct of the City of Monterey.

Notwithstanding the provisions of the above paragraph, Contractor agrees to assume all risk and to indemnify and hold harmless the City from and against any and all claims, demands, defense costs, liability, expense, or damages of any kind or nature arising out of or in connection with damage to or loss of any property belonging to Contractor or Contractor's employees, contractors, representatives, patrons, guests, or invitees.

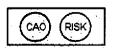
Contractor further agrees to indemnify City for damage to or loss of City property arising out of or in connection with Contractor's work associated with this Agreement or arising out of any act or omission of Contractor's employees, agents, contractors, representatives, patrons, guests, or invitees; excepting such damage or loss arising out of the negligence of the City.

#### **INSURANCE**

Contractor shall procure and maintain, at its own cost, in effect throughout the term of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Contractor, his agents, representatives, employees, or subcontractors.

#### MINIMUM SCOPE AND LIMITS OF INSURANCE

- Commercial General Liability ("CGL") Insurance Services Office ("ISO") Form CG 00 01 covering
  CGL on an "occurrence" basis, including products and completed operations, property damage,
  bodily injury and personal and advertising injury with limits no less than \$2,000,000 per
  occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply
  separately to this project/location or the general aggregate limit shall be twice the required
  occurrence limit.
- 2. <u>Automobile Liability</u> ISO Form Number CA 0001 covering Code 1 (any auto), with limits no less than \$2,000,000 per incident for bodily injury and property damage.
- Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employers' Liability insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.
- 4. <u>Builder's Risk (Course of Construction)</u> insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions.



5. Contractor's Pollution Legal Liability ("PLL") and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate. Such coverage shall include coverage for transport of hazardous materials if transport of hazardous materials services are being provided as a part of the Agreement. The policy will not include lead-based paint or asbestos exclusions when performing lead-based paint or asbestos related indentification, removal and/or remediation. The policy will not include mold exclusions when performing mold related identification, removal and/or remediation. The definition of mold shall include microbial matter, including mold.

If the PLL policy is written on a claims-made basis, Contractor will maintain tail coverage providing the City with additional covered part status for five (5) years after the contract period: Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after termination/expiration of the Agreement or any amendments thereto. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the Agreement's effective date, the Contractor must purchase an extended period coverage for a minimum of five (5) years after termination/expiration of the Agreement.

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

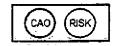
#### Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City of Monterey. At the option of the City, either: the Contractor shall cause the insurer to reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees, and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations; claim administration, and defense expenses.

#### OTHER INSURANCE PROVISIONS

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

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



If the project does not involve new or major reconstruction, at the option of the City of Monterey, an Installation Floater may be acceptable. For such projects, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken, or destroyed during the performance of the Work, including during transit, installation, and testing at the City of Monterey's site.

#### Claims Made Policies

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

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

#### Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of no less than A: VII, unless otherwise acceptable to the City of Monterey. Exception may be made for the State Compensation Insurance Fund when not specifically rated.

#### Waiver of Subrogation

Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City of Monterey for all work performed by the Contractor, its employees, agents and subcontractors.

#### Subcontractors

Contractor shall either (1) insure the activities of its subcontractors in its policies; or (2) require and verify that each of its subcontractors produce and maintain insurance meeting all the requirements stated herein, with Contractor ensuring that City of Monterey is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a format least as broad as CG 20 38 04 13.

#### Special Risks or Circumstances

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

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#### Verification of Coverage

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

Neither the insurance requirements hereunder, nor acceptance or approval of Contractor's insurance, nor whether any claims are covered under any insurance, shall in any way modify or change Contractor's obligations under the indemnification clause in the Agreement, which shall continue in full force and effect. Notwithstanding the insurance requirements contained herein, Contractor is financially liable for its indemnification obligations under the Agreement.

#### PRE-CONSTRUCTION CONFERENCE

Prior to the beginning of any work on this project, a pre-construction conference shall be held at the City's Capital Projects Division Office, 353 Camino El Estero, Monterey, CA 93940. The date and time of this conference shall be established by the Contractor contacting that office at 831-646-3997 not less than forty-eight (48) hours in advance of the meeting date and time.

Prior to the beginning of any work on a specific project Work Order, a pre-construction meeting shall be held. The meeting location shall be determined by the City based on the individual project Work Order. The date and time of this meeting shall be established by the Contractor by contacting the Capital Projects Division Office at 831.646.3997.

An itemized list of materials and equipment the Contractor proposes to use on specific project Work Orders shall be submitted to the City prior to or during the preconstruction conference for that project.

A preliminary project specific timeline shall be submitted to the City prior to or during the preconstruction conference for that project.

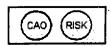
#### LIQUIDATED DAMAGES

Unless stated otherwise in the Specifications, 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 or the time limit as set forth in these specifications, damage will be sustained by the City of Monterey and that it is and will be difficult or impossible to ascertain and 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 Monterey the sum of \$1,200.00 (twelve hundred dollars) per day for each and every day's delay beyond the time prescribed to complete the work or the actual damages ascertained, whichever will be greater; 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 Monterey 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 shall have the right to extend the time for completion of the contract 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 to the Contractor, his heirs, assigns or sureties, and to deduct from the final payment of the work, all or any part, as it may deem proper, of the actual cost of engineering, inspection, superintendence and other overhead expenses during the period of such extension, except that the cost of final measurements and preparation of final estimate shall not be included in such charges.

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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, 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 any such delay notify the Engineer in writing of the causes of delay, who shall ascertain the facts and the extent of delay, and his findings of the facts thereon shall be final and conclusive. "Unusually severe weather" means that which is considered outside the normal average for the Monterey area as determined by historical weather records. The Contractor will not receive a time extension for normal or below normal precipitation.

#### CONSTRUCTION PROCEDURE

An outline of the proposed construction procedure shall be submitted by the Contractor to the Engineer for review and shall obtain his approval before beginning work. The Engineer will be especially interested in:

- 1. Minimizing any interruption to use of driveways (no more than 4 hour interruption). Any interruption more than 4 hours shall be prearranged with the Engineer. Residence occupant shall be notified with a written notice a minimum of three (3) business days in advance.
- 2. Minimizing any interruption to building operations and parking lots. Contractor shall notify the Engineer a minimum of one week in advance of any interruptions to building operations and parking lots.
- 3. Minimizing any hazard to the general public.
- 4. Proper handling of hazardous materials.
- There shall be no work on weekends, City's recognized holidays, and between 7:00 P.M. and 8:00 A.M. on weekdays without written approval from the City. A list of City's recognized holidays is available upon request.
- 6. Contractor shall notify the Engineer a minimum of twenty-four (24) hours in advance of concrete placement for checking and acceptance of forms by the Engineer prior to concrete placement. Mitigation of concrete placement done without acceptance of forms by the Engineer prior to concrete placement shall be the sole responsibility of the Contractor. The costs of such mitigation shall be borne by the Contractor.

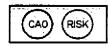
Traffic control requirements cited elsewhere in these Specifications must be considered in the construction procedure submitted to the Engineer.

#### TRAFFIC CONTROL

Pursuant to the authority contained in Vehicle Code Section 591, the City has determined that within those areas that are within the limits of the project and are open to traffic, the Contractor shall comply with all the requirements set forth in Divisions 11, 12, 13, 14 and 15 of the Vehicle Code. In accordance with the statement in Vehicle Code Section 591, this section shall not relieve the Contractor or any person from the duty of exercising due care. The Contractor shall take all necessary precautions for safe operation of the Contractor's equipment and the protection of the public from injury and damage from the Contractor's equipment.

Traffic control shall conform to the provisions of Section 12, "Temporary Traffic Control" of the Standard Specifications and the 2014 California Manual on Uniform Traffic Control Devices (CA MUTCD) as adopted by Caltrans.

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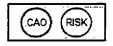
A Traffic Control Plan (TCP) shall be submitted to the Engineer for approval prior to construction and must be applicable to existing site conditions. Contractor shall notify all emergency services, affected residences, affected businesses, and the Capital Projects Division Office (831.646.3997) a minimum of three (3) business days in advance as to proposed closures and alternate routes available.

The following shall be incorporated into the Traffic Control Plan:

- 1. Two (2) travel lanes shall be open during non-working hours.
- At least one (1) travel lane shall remain open during working hours. Flag persons or other appropriate traffic control devices as approved by the Engineer shall be used during periods of one-way travel.
- Access to driveways shall be left open unless work is actually being performed in areas fronting the driveway. All driveways shall be accessible during non-working hours. See Construction Procedure elsewhere in these specifications.
- 4. No trench shall be left open during non-working hours.
- 5. Parking restrictions will be acceptable when and where needed. (All require prior approval of the Engineer).

The following requirements apply to Traffic Control Plans:

- 1. All Traffic Control Plans shall follow the CA MUTCD Chapter 6. Examples may be found at: http://www.dot.ca.gov/hg/traffops/engineering/mutcd/pdf/camutcd2014/Part6.pdf
- 2. The contractor shall submit a TCP using legible lettering. Show location and dimensions of the work zone, lanes, tapers, parking and any staging areas.
- 3. Label streets and proposed traffic control area. Show all nearby streets with street names to assure proper orientation.
- 4. Show all affected sidewalks, crosswalks, bike lanes, driveways and intersections in the construction work zone including areas affected by taper transition.
- If a sidewalk or path is obstructed, contractor must then submit an ADA compliant pedestrian detour plan in accordance with the CA MUTCD chapter 6D and the Public Rights-of-Way Accessibility Guidelines (PROWAG). Please refer to: <a href="http://dot.ca.gov/hq/traffops/engineering/control-devices/pdf/PedBrochure.pdf">http://dot.ca.gov/hq/traffops/engineering/control-devices/pdf/PedBrochure.pdf</a>
- Label all taper lengths and widths, delineator spacing and sign spacing. Indicate location of construction signs, barricades and delineators.
- 7. Show all parking restriction zones and signs, as appropriate. Telephone the Parking Division Office (831.646.3953) if restricting parking in time-limit or metered zones. Temporary "NO PARKING" signs shall be posted seventy-two (72) hours prior to commencing work.
- 8. Indicate on the TCP the duration of the construction work, including dates and times.
- Indicate on the TCP the Contractor's name, address and telephone number. Include the Contractor's during and after hours Representative's contact information (name, telephone number).
- 10. It is the Contractor's responsibility to assure that all Traffic Control Plans (TCP) and traffic control devices are in compliance with the 2014 CA MUTCD as adopted by Caltrans.



Traffic Control Plans shall contain the following notes:

- Minimum width of temporary traffic lanes is ten (10) feet:clear (from delineator or cone base, not center.
- The City Traffic Engineer or his representative has the authority to make any field changes to assure public safety.
- All traffic control devices shall be removed from view when not in use. Signs shall not be facing traffic when not in use.
- 4. Spacing of channelizing devices shall not exceed twenty-five (25) feet.
- 5. Any road closure also requires notification be provided to the City of Monterey Fire Department and Police Department. Notifications may be made at the non-emergency telephone number, 831.646.3914.
- 6. All temporary traffic delineation (delineators and cones) used shall be a minimum of twenty-four (24) inches tall. Retroreflective bands are required for night time traffic.
- Any work that disturbs normal traffic signal operations shall be coordinated with the Signal Traffic Technician.
- 8. The Contractor is responsible for restoring the road back to satisfactory condition including, but not limited to, paving, striping, markings, signs and traffic signal loop detectors within five (5) calendar days of completion of work at affected intersections or road segments.
- 9. Any work that created an undue safety risk or creates severe congestion may be shut down by the City Traffic Engineer, his representative, Field Inspector or Police Department personnel.

The Contractor is to notify residences and/or businesses a minimum of three (3) business days in advance of closing access to any driveways or providing any detours or changes in on-street parking. Notifications shall be in writing.

Contractor shall provide all labor and facilities required for safe and expeditious handling of traffic during the course of construction. Contractor shall provide all flaggers, signs, delineators, and barricades required for traffic control and shall modify or remove same at appropriate times. The Engineer shall be the sole judge as to the adequacy of the Contractor's traffic control measures. If such measures are found to be inadequate by the Engineer, the City may furnish and install same and charge the Contractor therefor.

The Contractor shall, at his own expense, construct and maintain in good condition, such detours, detour bridges and temporary crossings for use by the public as deemed necessary or expedient by the Engineer for the proper execution of the work.

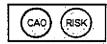
The Contractor shall designate a representative who can be reached immediately (24 hours per day) in the event of traffic control device failures.

#### CONSTRUCTION PROJECT SIGNS

For City Projects

For Neighborhood Improvement Projects (NIP), the Contractor shall post temporary Neighborhood Improvement Project signs, one at each end of the blocks or at entrances to project sites, in a manner approved by the Engineer. Sign panels shall be provided by the City and mounted on stakes. Sign panels and posts, if provided by the City, shall be returned to the City in good condition.

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#### For Measure P Projects

For Measure P Projects, the Contractor shall post temporary Measure P Project signs adjacent to the work areas, in a manner approved by the Engineer. Sign panels shall be provided by the City and mounted on stakes or barricades. Sign panels and posts or barricades, if provided by the City, shall be returned to the City in good condition.

#### REMOVAL OF OBSTRUCTIONS

The Contractor shall remove and dispose of all structures, debris or other obstructions of any character to the construction called for in the plans, specifications, and as required by the Engineer.

If archeological items or hazardous wastes are discovered during construction operations, the Contractor shall cease operations in those areas and the Contractor shall immediately notify the Engineer.

The Contractor shall remove and dispose of all trees designated for removal as shown on the plans, designated by the specifications and as required by the Engineer for the proper completion of the work. See Tree Protection Requirements elsewhere in these specifications.

#### **UNDERGROUND UTILITIES**

Contractor shall locate all underground obstructions and utilities, (electric, gas, water lines, etc.). Prior to any trenching operation, Contractor shall pothole underground obstructions and utilities that appear to be in conflict with the new construction. The Plans show the approximate location of underground facilities in the project area as they have been provided to the City. Repair of damage to any utility line shown on the Plans with reasonable accuracy shall be made at the Contractor's expense. However, the City shall fairly compensate the Contractor for costs of locating and repairing damage not due to failure of the Contractor to exercise reasonable care, and removing or relocating such facilities not indicated or in a location different from that indicated on the Plans and Specifications with reasonable accuracy, and for equipment on the project necessarily idled during such work. Contractor shall not be assessed liquidated damages for delay in completion of the project when such delay was caused by the failure of the City or utility company to provide for removal or relocation of such utility facilities. Contractor shall notify all utility companies of trenching operations forty-eight (48) hours in advance to enable the utility companies to take any action they deem appropriate.

#### UTILITY COMPANY COORDINATION

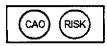
Contractor shall coordinate construction activities with the utility companies as required and shall adjust the construction schedule to accommodate utility relocation as necessary.

#### **CONTRACT PLANS AND SPECIFICATIONS**

The Contractor will be supplied with five sets of plans and specifications at no expense. One of these sets of plans is to be used for the purpose of recording record (as-built) conditions. Additional sets will be furnished on request at the cost of reproduction. The work shall conform to the contract plans and specifications, all of which form a part of the contract documents and are available in the office of the City Engineer, City Hall, Monterey, California.

#### **DUST CONTROL**

The Contractor shall minimize dust generation from the jobsite and shall spray the site with water or dust palliative as required, in accordance with Section 14-9, "Air Quality", of the Standard Specifications.



#### **CONNECTION TO EXISTING UTILITIES**

The City shall permit the Contractor to use available existing utilities at the City's expense, excluding telephone; however, if the Contractor chooses to make use of said utilities, Contractor shall assume full responsibility for any changes made by Contractor related thereto, and for any consequences caused thereby. Upon completion of the work, Contractor shall remove any modifications to existing utilities made by Contractor, and shall restore existing utilities to conditions existing at time of award.

#### **SANITARY FACILITIES**

Contractor may provide his/her own portable sanitary facilities on-site, for the duration of the work. Coordinate location(s) with the Engineer. Existing City-owned sanitary facilities may be used.

#### INSPECTION OF WORK

It is the responsibility of the contractor to call for all required inspections within the required time lines. The City of Monterey reserves the right to perform random inspections at any time.

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.

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

### **ENVIRONMENTAL/POLLUTION PREVENTION REQUIREMENTS**

Contractor shall comply with all air pollution and environmental control rules, regulations, ordinances and statutes that apply to the project and any work performed pursuant to the contract. Additionally, City Code Chapter 31.5 Storm Water Management Section 31.5-12. Prohibition of Illegal Discharges, states,

"No person or entity shall discharge or cause to be discharged into the municipal Storm Drain System or waters of the state any materials, including but not limited to Pollutants or waters containing any Pollutants that cause or contribute to a violation of applicable water quality standards, other than storm water..."

Regardless of project size, the Contractor shall effectively implement and properly maintain storm water best management practices (BMPs) during construction to prevent discharges of pollutants, and including trash, to local drainages and waterways. Contractor shall comply with all water quality regulations in Monterey Municipal Code Chapter 31.5 Storm Water Management, and City Phase II Storm Water Permit requirements as prescribed by the State Water Resources Control Board (SWRCB) and Central Coast Regional Water Quality Control Board (RWQCB) regulations for the prevention of construction site discharges of pollutants, illicit discharges, and enforcement of prohibited and illicit discharges. The contractor shall employ at all times storm water runoff controls and BMPs at the site, including but not limited to erosion prevention, sediment controls, site stabilization, good housekeeping practices, proper materials storage and handling, and waste management. Storm water management and control practices shall result in the following outcomes on all construction sites, regardless of size:

- Protection of storm drain inlets and adjacent waterways must be implemented at all times to prevent illicit discharges of sediment, construction debris and fluids, and waste of any kind;
- No release of hazardous substances, such as oils, paints, thinners, fuels, and other chemicals; if such
  a spill occurs that may threaten local water quality, contractor must call 911 immediately and notify
  City Public Works staff;
- Minimization of site disturbance shall be kept to that portion necessary for construction only.

CAO RISK

- Soil stabilization of graded areas shall be in place where construction activities have temporarily and/or permanently ceased.
- No deposit of mud, soil, sediment, concrete washout, trash, dewatering, or other similar constructionrelated material or waste shall occur on or into public rights of way, private streets, or into the City's
  storm water system and related natural resources, either by direct deposit, dropping, discharge,
  erosion, or tracking by construction vehicles. Any such discharge shall be cleaned-up promptly if an
  immediate threat to water quality exists, or if not immediate, at the end of the current work shift or
  workday in which the deposit occurred, whichever comes first.
- No runoff from graded areas or stockpile areas shall contain sediments and/or pollutants. Stockpiles shall be adequately and securely covered to avoid contact with rainfall and wind to prevent soil and stockpile movement by water and/or wind.
- Runoff containing sediments shall be captured in secondary containment structures and either treated to remove sediments prior to discharge or infiltrated in the soil on-site.
- No exposure of graded areas and stockpile areas to storm water run-on shall occur. Run-on shall be controlled by diversion structures such as dikes, secondary containment, or stockpile covers.
- All hard-surfaced areas are to be swept regularly and free of dirt and construction debris such that the surface of the pavement is clearly visible at all locations.

Best management practices (BMPs) are required to be employed on all construction sites as applicable to the construction activity and shall provide for, and not be limited to: inlet protections, perimeter protections, erosion prevention and soil control measures, soil stabilization measures, spill prevention and discharge control measures; solid waste containment; concrete waste management; proper vehicle and equipment cleaning, fueling, and maintenance; and proper materials management and storage. Detailed procedures to accomplish these protections can be found through the California Storm Water Quality Association's Construction BMP Handbook Portal, U.S. EPA Construction BMP Database and Factsheets, Caltrans Storm Water Quality Manuals and Handbooks, and the Erosion and Sediment Control Field Manual by San Francisco Bay Regional Water Quality Control Board. Referenced documents are available for viewing at the City of Monterey Public Works Office at City Hall.

Activities to be performed by Contractor include, but are not limited to:

- At all times, Contractor shall maintain the temporary and permanent vegetation (if any), erosion and sediment control measures, and other protective BMP measures in good and effective operating condition by performing routine inspections to determine condition and effectiveness of BMPs, restoration needs for destroyed vegetative cover, and by repair of erosion, sediment, and other protective measures.
- Contractor shall inspect the following areas at least once every seven (7) calendar days, unless
  otherwise necessary based on current conditions or as directed by City inspector, and always within
  24 hours prior to and after any predicted storm:
  - Inlet protections and perimeter controls;
  - Vehicle entry and exist locations;
  - Vehicle parking and storage areas;
  - Disturbed areas of the construction site,
  - o Areas that have not been finally stabilized,
  - Areas used for storage of materials that are exposed to wind or precipitation,
  - Equipment and staging areas that are exposed to wind or precipitation; and,
  - All waste storage and handling devices and areas.



Where sites have been finally stabilized, such inspection shall be conducted at least once every month.

- Areas noted above shall be inspected for proper BMP implementation and necessary BMP maintenance, as well as evidence of, or the potential for:
  - o Erosion, or
  - o Sediments entering waterways or the drainage system, or
  - Pollutants entering waterways or the drainage system.

Erosion and sediment control measures shall be observed and maintained to ensure that they are operating correctly. Discharge locations or points shall be inspected regularly to ascertain whether erosion control measures are effective in preventing sedimentation and subsequent degradation of receiving water quality in violation of receiving water quality standards. Vehicle entry and exist locations shall be inspected for evidence of offsite sediment and pollutant tracking and need for cleanup.

Deficiencies observed during inspections shall be noted and rectified before the end of the workday.

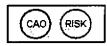
Additionally, the Contractor shall comply with the State Water Resources Control Board's Construction General Permit (CGP), as applicable to the project. Projects subject to the CGP include those that disturb one or more acres of soil, are less than one acre and are part of a common plan of development or sale, or applicable Linear Underground/Overhead Projects, and are required to obtain coverage under the State's CGP for Discharges of Storm Water associated with Construction Activity Construction General Permit Order 2009-0009-DWQ, and subsequent amendments thereto. Construction activities subject to this permit include cleaning, grading, and disturbances to the ground such as stockpiling, or excavation, but do not include regular maintenance activities performed to restore the original line, grade, or capacity of the facility. Application for CGP coverage is made by the Contractor through a Notice of Intent (NOI) to the SWRCB and involves much interaction with the applicable RWQCB as CGP regulator. The Contractor shall supply the City with NOI and Storm Water Pollution Prevention Plan (SWPPP) for review and records purposes.

CGP coverage requires the development and implementation of a SWPPP. The SWPPP contents are mandated by the SWRCB and are subject to change, and typically contain site map(s) which shows the construction site perimeter, existing and proposed buildings, lots, roadways, storm water collection and discharge points, general topography both before and after construction, and drainage patterns across the project. The SWPPP must illustrate the placement of BMPs for the construction project and list pollution prevention BMPs the discharger will use to protect storm water runoff. Additionally, applicable SWPPPs must contain a visual monitoring program and a chemical monitoring program for "non-visible" pollutants to be implemented. All SWPPPs must be developed by a Qualified SWPPP Developer (QSD) and implemented by a Qualified SWPPP Practitioner (QSP), and supplied to the City for review and comment. Additional CGP information on can be found at the State Water Resources Control Board CGP website: http://www.waterboards.ca.gov/water\_issues/programs/stormwater/constpermits.shtml

Construction site storm water management and control measures shall be implemented year-round regardless of "season". All construction site BMPs shall be implemented at the appropriate level for the construction activity at hand and in a proactive manner during all seasons while construction is ongoing.

In addition to inspections performed by the City, the City's Environmental Compliance Division representative may perform periodic site monitoring visits to ensure the contractor complies with the requirements specified herein. The City shall provide copies of the completed site monitoring reports to the Contractor. In the event work is found non-compliant, a follow up site monitoring visit will be conducted to ensure non-compliant items have been corrected to the satisfaction of the City. If non-compliant items are not properly addressed prior to the follow up site monitoring visit, the costs associated with additional follow up site monitoring visits shall be deducted from the Contractor's final payment.

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#### TREE PROTECTION REQUIREMENTS

The following guidelines are established pursuant to Section 37-2.5 of the Monterey City Code, which states:

All public or private construction projects requiring acquisition of a building permit shall comply with the tree protection guidelines established by the City in order to safeguard and protect any trees affected by said construction.

- 1. These Tree Protection Guidelines apply to all "Protected Trees" in the City of Monterey, defined as:
  - a. trees located on a vacant private parcel that are more than two inches (2") in diameter when
    measured at a point four feet six inches (4' 6") above the tree's natural grade; and,
  - b. trees located on a private, developed parcel that are more than six inches (6") in diameter when measured at a point four feet six inches (4' 6") above the tree's natural grade.
- 2. These standards do not apply to unprotected trees or trees previously approved for removal.
- 3. All cut, fill, and/or building foundations shall be located a minimum of 4.0 times the diameter of the tree away from the outside edge of the trunk of all trees scheduled for preservation. However, the minimum distance permitted shall be 6' 0", away from the outside edge of the trunk for all trees of a trunk diameter less than 2' 0". The diameter of a tree shall be measured at four feet six inches (4' 6") above the surrounding grade [Diameter at Standard Height (DSH)].
- 4. All Protected Trees shall be marked with a spot of paint, or flagging and temporarily fenced during construction. The marking serves to notify City inspectors and workers that the tree is to be fenced at all times during construction. Fencing and marking shall be installed prior to the issuance of building or grading permits and shall be located at the edge of the root zone. The root zone is determined to be that area located out a distance 15 times the trunk diameter in all directions. At no time shall the fencing be located closer than 3' 0" from the outside edge of the trunk or further than 3' 0" away from the approved building wall line, foundation, retaining wall, or grade cut, whichever provides the greater distance from the tree trunk. Tree Protection Fencing (TPF) shall consist of 6' tall chain link on all commercial projects and four (4) feet tall plastic snow fencing on residential projects and shall be rigidly supported and maintained during all phases of construction. Fenced areas shall not be used for material stockpile, storage, vehicle parking, or dumping of materials, chemicals, or garbage. Fenced areas shall be maintained in a natural condition and not compacted. Removal of fencing shall only be approved by the City Forester:
- 5. Prior to the start of construction, all Monterey Pine trees scheduled for preservation shall have the lower 8' 0", sprayed with Astro or Dragnet and then wrapped with plastic to reduce the potential for infestation by Red Turpentine Beetles. The plastic wrap and spray are used to control beetle attacks and shall remain on the tree throughout the construction period.
- 6. Utility and drain lines shall be located outside the TPA (Tree Protection Area) root zone of all trees scheduled for preservation. In cases where alternative routes are not available, utility conduit, pipe, wire and drain lines shall be tunneled under major roots. Major roots are determined to be those that exceed two (2) inches in diameter. In no case shall utility lines be permitted within 4.0 times the diameter of the trunk of any trees involved with construction unless the City Forester has approved with specific conditions in advance of work starting.
- 7. Projects that involve properties with several trees and proposed developments may require the owner or contractor to hire a private Certified Arborist to inspect and monitor the construction

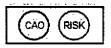


work to guarantee that the tree protection guidelines are enforced and that the trees to remain are not damaged, or negatively impacted during any phases of work.

- 8. All approved construction work within the root zone of trees scheduled for preservation shall observe the following minimum tree protection practices:
  - a. Hand trenching at point or line of grade cuts closest to the trunk to expose major roots 2" in diameter or larger. In cases where rock or unusually dense soil prevents hand trenching, mechanical equipment may be approved by the City Forester, provided that work is closely supervised to prevent tearing or other damage to major roots.
  - Exposed major roots shall be cut with a saw to form a smooth surface and avoid tears or jagged edges.
  - c. Absorbent tarp or heavy cloth fabric shall be placed over new grade cuts where roots are exposed and secured by stakes. 2" to 4" of compost or woodchip mulch shall be spread over the tarp to prevent soil moisture loss. The tarp should be thoroughly wetted at least twice per week to insure constant moisture levels until backfilling occurs. In very dry climate conditions, additional watering may be required to maintain a constant moisture level. This program of watering shall be maintained through all phases of construction including delays and other periods of inactivity.
  - d. Decks located within the root zone of trees scheduled for preservation shall be of post and beam construction to eliminate any need for root pruning or removal.
  - e. On-grade patios or paving that cover more than one-third of the feeder zone of pine trees or oak trees shall be constructed of permeable materials that allow aeration and water penetration. Patios and paving shall be combined with any other non-permeable surface or structure for purposes of calculating the one-third coverage standard. A maximum 80% compaction for permeable surfaces shall be allowed. The paving design shall specify this restriction.
  - f. Planting beneath trees scheduled for preservation shall take into consideration watering requirements of the tree to prevent damage from over or under watering. Planting beneath native oak trees are of special concern and should be avoided. At a minimum, all new irrigation should be directed away from the trunks of oak trees. Installing lawn or other planting that requires frequent watering insures a slow death for oak trees due to their sensitivity to over watering and susceptibility to oak root fungus. Over-watering may also damage native pines.
- Failure to comply with these Tree Protection Standards is punishable by civil penalty, including citation and fines.
- 10. All Tree Protection devices must be in place prior to issuance of a Building Permit. Please contact Robert Reid, City Forester, at 831.646.3860 for inspection to confirm Tree Protection or with any general tree preservation questions.
- 11. Chapter 37, Preservation of Trees and Shrubs, is available at <a href="www.codepublishing.com/ca/monterey">www.codepublishing.com/ca/monterey</a>

#### SAWCUTTING

All sidewalks and walkways requiring sawcuts and all sawcuts for bid items with a unit of "each", such as vertical curbs, shall be sawcut their full depth. Where construction operations cause damage beyond the limits of a sawcut line, the damaged area shall also be removed and replaced to a sawcut edge. Sawcuts shall be done so as to provide a straight neat edge. All sawcut slurry shall be collected by means of



vacuum and disposed properly. No sawcut slurry shall be allowed to run down streets, curbs or into catch basins. No sawcut slurry shall enter the Monterey Bay National Marine Sanctuary.

#### **DEMOLITION AND DISPOSAL (All Bid Items)**

Demolition work shall include doing all things necessary to render existing facilities, structures, or materials in the way of replacement construction ready for loading and removal by ordinary construction equipment. This includes but is not limited to breaking up, barricading, traffic control, protection of nearby personnel as well as above ground and below ground facilities, etc. Sawcutting will be paid for as a separate line item. Disposal shall include loading the demolished existing facilities, structures and materials onto trucks and removing to a disposal site approved by the Engineer. The contractor shall arrange for a disposal site and pay any required dump fees.

#### **CLEARING AND GRUBBING**

This work shall consist of removal of all vegetation (grass and bushes) and objectionable material within the limits of work per Section 16, "Clearing and Grubbing", of Standard Specifications. Vegetation shall include ground cover, trees that do not exceed 12" in diameter, shrubs, and roots that do not exceed 2 inches in diameter. Construction area shall be as shown on the plans or as marked in the field by the Engineer. Ground cover shall include wood chips, lightweight decorative rock, gravel, and other similar items which are not rooted in the ground.

All material resulting from cleaning and grubbing shall become the property of the Contractor and shall be disposed of off the job site in a manner approved by all authorities having jurisdiction.

#### **EXTRA WORK**

When special conditions arise, such as minor storm drain work or utility relocation, the work will be negotiated as "extra work" in accordance with the Standard Specifications.

In areas where new construction is performed, the Contractor may apply to have items considered as "extra work". All extra work must be negotiated and approved before the work is done.

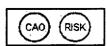
The City may require the Contractor to work after hours, weekends or holidays. If work shall be done during these times, Contractor shall be paid the premium rate as submitted in the bid or per General Prevailing Wage Rate provisions.



### GENERAL MUNICIPAL BUILDING IMPROVEMENTS ON-CALL CONTRACT 2016 FOR CITY PROJECTS

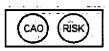
#### **TECHNICAL PROVISIONS**

TECHNICAL PROVISIONS SHALL BE PROVIDED WITH EACH WORK ORDER



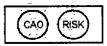
# **APPENDIX A**

**BID PROPOSAL FORMS** 



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# CITY OF MONTEREY DEPARTMENT OF PLANS AND PUBLIC WORKS

### **BID PROPOSAL COVER SHEET**

FOR

# General Municipal Building Improvements On-Call Contract 2016 For City Projects

Submit the following items unbound:

ITEM

INCLUDED

1. Bid Proposal Cover Sheet (this sheet)

2. Proposal and Bid Schedule

3. Declaration of Bidder

4. Noncollusion Declaration

5. Debarment and Suspension Certification

6. Certification of Good-Faith Effort to Hire

Monterey Bay Area Residents (Prime)

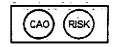
7. Bid Bond

Failure to include required items, included those identified above may result in your bid being deemed non-responsive resulting in rejection of your bid.

By:

Company Name

Signature

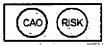


# General Municipal Building Improvements On-Call Contract 2016 For City Projects Rid Schodule

# Bid Schedule

item No.	Unit	Description	Estimated No. of Hours	Hourly Rate	Amount
1	Hr	Project Manager 1			\$
2	Hr	Superintendent	1.		\$
3	Hr	Foreman	. 1		\$
4	Нr	Carpenter	1		s
5	Hr	Carpenter, Sound and Thermal Insulation	i		\$
6	Hr	Millwright	1. 1.		\$
7	Hr	Laborer	1		\$
8	Нг	Cement Mason / Concrete Finisher	1 1		s
9	Нг	Acoustic Ceiling Tile Installer	1		s
10	Hr	Drywail Installer / Lather	1 1		s
11	Hr	Drywall Stocker / Scrapper	1. ,		\$
12	Нг	Drywall Finisher / Taper	1 1		s
13	Нг	Plasterer	1		s
14	Нг	Plasterer Tender	1		Š
15	Нг	Painter	1 .		\$
16	Нг	Bricklayer, Blocklayer	1 1		S:
17	Hr	Mason Tender, Brick	1 1	#4 # · · · · · ·	s
18	Hr	Tile Layer	1 1		5
19	Hr	Tile Finisher	1		s
20	Нг	Soft Floor Layer, Carpet and Linoleum	1		\$
21	Нг	Roofer	1		\$
22	Ĥr	Glazier	1		\$
23	Hr	Electrician, Cable Splicer	1		S
24	Нг	Electrician, Inside Wireman	. 1		\$
25	Hr	Electrician, Sound and Communications Installer	1		\$
26	Hr	Electrician, Sound and Communications Technician	î		\$
27	Hr	Ironworker, Reinforcing and Structural	1		\$
28	Ηr	Plumber, Pipe Fitter and Refrigeration Fitter (HVAC)	1		5
29	Hr	Plumber, Fire Sprinkler Fitter	1		\$.
30	Hr	Sheet Metal Worker	1		\$
31	Hr	Cost Estimator	1		\$
		SUBTOTAL A			\$
Item No.	Unit	Description	Total Cost (Comparison Basis Only)	Percentage of Cost	Amount
32	%	Materials Markup			<u>Partingan de</u>
33	%	Sub-Contractor Markup			
34	%	Performance and Payment Bond Markup			
35	%	Contractor's Fee Markup, \$1 to \$64,999			
36	%	Total Markup, Ilnes 32, 33, 34 plús 35	\$ 50,000		-
37	%	Contractor's Fee Markup, \$65,000 to \$1,000,000	PAC TO THE		
38	%	Total Markup, lines 32, 32, 34 plus 37	\$ 100,000		\$
SUBTOTAL B .					\$
	GRAND TOTAL (SUBTOTAL A + SUBTOTAL B) \$				

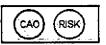
Gen Mun Bldg 2016 City
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# **DECLARATION OF BIDDER RE: LICENSE QUALIFICATIONS**

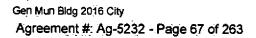
				rdance with a State Act providing for the registration, Expiration date:		
THE FOREG		ATION IS TRUE AN	ID CORRECT AND	IS EXECUTED UNDER PENALTY		
•		COUNTY, CAL	IFORNIA, ON	, 201		
Name of Firm	1:					
		ate. If a firm or co-partie the declaration on		firm name and give the names of		
FAILURE TO CONTRACTO	PROVIDE AN' OR SIGNATUR	Y OF THE INFORMA ES MAY RESULT IN	ATION REQUIRED N YOUR BID BEING	HEREIN INCLUDING DEEMED NON-RESPONSIVE		
Signati	úre		Prir	nted Name and Title		
	nall list below a n-responsive bi		ssued for this projec	t. Failure to list issued addenda will		
ADDENDA			. ,	DATE RECEIVED		
l						
			- 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1	THE SHEET STATE OF THE SHEET STATE S		
			<del></del>			
·3						
4		-		<del>,</del>		
The Bidder sh three (3) year		bs of a similar natúr	e completed by Bid	der's organization within the past		
Date Completed		Agency Name	Type Of Job	Project Location		
o,o.n.p.o.oo	,					
	· · · · · · · · · · · · · · · · · · ·	• • • <u>,, , , , , , , , , , , , , , , , </u>				
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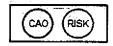
Gen Mun Bldg 2016 City
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The Bidder shall list below the name, the location of the place of business, and the California contractor license number of any subcontractors proposed to perform work or labor or render service on this project, or a subcontractor licensed by the State of California who will specially fabricate and install a portion of the work or improvement according to detailed drawings contained in the plans and specifications of this project, whose work is in excess of one-half of 1 percent of the Bidder's total bid or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of 1 percent of the Bidder's total bid or ten thousand dollars (\$10,000), whichever is greater:

	DBE (Y/N)	License No.	Subcontractor Name	Subcontractor Place of Business
	1 2			
1	item No.	Amount (\$) or % of Bid Item	Trade/Description of Work	
	DDE Acces			
2	DBE (Y/N)	License No.	Subcontractor Name	Subcontractor Place of Business
	Item No.	Amount (\$) or % of Bid Item	Trade/Description of Work	
	DBE (Y/N)	License No.	Subcontractor Name	1 C. handle Diagram of
	DDE (TIM)	LICETSE NO.	Subcontractor Name	Subcontractor Place of Business
3	Item No.	Amount (\$) or % of Bid Item	Trade/Description of Work	
4	DBE (Y/N)	License No.	Subcontractor Name	Subcontractor Place of Business
	Item No.	Amount (\$) or % of Bid Item	Trade/Description of Work	
5	DBE (Y/N)	License No.	Subcontractor Name	Subcontractor Place of Business
	Item No.	Amount (\$) or % of Bid Item	Trade/Description of Work	
6.	DBE (Y/N)	License No.	Subcontractor Name	Subcontractor Place of Business
	Item No.	Amount (\$) or % of Bid Item	Trade/Description of Work	
		`		
	DBE (Y/N)	License No.	Subcontractor Name	Subcontractor Place of Business
7	Item No	Amount (\$) or % of Bid Item	Trade/Description of Work	<u>:</u>
٠				





# NONCOLLUSION DECLARATION TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned decla	res:		
I am the foregoing bid.	of		_, the party making the
association, organization directly or indirectly indirectly coll sham bid, or to refrain fragreement, communication to fix any overhead, contained in the bid are breakdown thereof, or to corporation, partnership	uced or solicited any other buded, conspired, connived, from bidding. The bidder has ation, or conference with any profit, or cost element of the atrue. The bidder has not, dithe contents thereof, or divulo, company, association, orgonized.	genuine and not collusive idder to put in a false or so agreed with any bidde or not in any manner, directions to fix the bid price of bid price, or of that of an irectly or indirectly, submitted information or data repanization, bid depository	e or sham. The bidder has not sham bid. The bidder has not r or anyone else to put in a city or indirectly, sought by the bidder or any other bidder, y other bidder. All statements itted his or her bid price or any
limited liability company		, or any other entity, here	tion, partnership, joint venture, by represents that he or she e bidder.
correct and that this		on this day of	a that the foregoing is true and, 201 in
Signature			
Printed Name and Title			

#### DEBARMENT AND SUSPENSION CERTIFICATION

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 state, federal, or local agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any state, federal, or local agency within the past 3 years;
- · Does not have a proposed debarment pending; and
- Has not be 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.		
I declare under penalty of perjury that the foregoing is true and correct and that this certification is signed this day of, 201 in [city], County, California.		
Signature		

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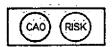
Printed Name and Title



### Certification of Good-Faith Effort to Hire Monterey Bay Area Residents (Prime Contractor – To be Submitted with Bid)

I,	, a licensed contractor, or responsible managing officer,
of the company known as	
do hereby certify, under penalty of perjury, that	I have met, or made a good-faith effort to meet, the
	ticle 2 of Chapter 28. Further, I certify that during the
	trate record on a standardized form showing the name,
	mployed, proof of qualified individual status, per diem
	by the company on the specific public works project,
<del>-</del>	porary employees, and provide such records to the City
	derstand that I am responsible for insuring that any
The state of the s	omplies with this ordinance, including submitting a by Bay Residents, and to keeping accurate records as
described above.	by Nesidents, and to keeping accurate records as
Signature	·.
	•
Printed Name and Title	
,	
Date	

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# **APPENDIX B**

# SAMPLE BID SCHEDULE

### General Municipal Building Improvements On-Call Contract 2016 For City Projects SAMPLE Bid Schedule

Item No.	Unit	Description Description	Estimated No. of Hours	Hourly Rate	-	Amount
1	Hr	Project Manager	1	100.00	5	100.00
2	Hr	Superintendent	1 1	100.00	\$	100.00
3	Hr	Foreman	1 1	90.00	5.	90.00
4	Hr	Carpenter	1 1	85.00	\$	85.00
5	Нг	Carpenter, Sound and Thermal Insulation	1 1	85.00	\$	85.00
6	Hr	Millwright	1	85.00	\$	85.00
7	Нг	Laborer	1 1	75.00	\$:	75.00
8	Hr	Cement Mason / Concrete Finisher	ÌÌ	85.00	\$	85.00
9	Hr	Acoustic Ceiling Tile Installer	1 1	85.00	\$	85.00
10	Hr	Drywall Installer / Lather	1 1	85.00	\$	85.00
11	Hr	Drywall Stocker / Scrapper	. 1	85.00	\$ .	85.00
12	Hr	Drywall Finisher / Taper	1	85.00	\$	85.00
13	Hr	Plasterer	1 1	85.00	\$	85.00
14	Hr	Plasterer Tender	1	75.00	\$	75.00
15	Hr	Painter	1 1	85.00	\$	85.00
16	Hr	Bricklayer, Blocklayer	. 1	85.00	\$ .	85,00.
17	Hr	Mason Tender, Brick	1	75.00	\$	75.00
18	Hr	Tile Layer	1	85.00	\$	85.00
19	Hr	Tile Finisher	1.	75.00	\$	75.00
20	Hr	Soft Floor Layer, Carpet and Linoleum	1	. 80.00	.\$	80.00.
21	Нг	Roofer	1	70.00	:\$	70.00
22	Hr	Glazier	1 1	115.00	\$	115.00
23	Hr	Electrician, Cable Splicer	1	95.00	\$	95.00
24	Hr	Electrician, Inside Wireman	1.	95.00	.\$	95.00
25	Hr	Electrician, Sound and Communications Installer	1	95.00	.\$	95.00.
26	Hr	Electrician, Sound and Communications Technician	1	95.00	\$	95.00
27	Hr	Ironworker, Reinforcing and Structural	1 1	85.00	\$	85.00
28	Hr	Plumber, Pipe Fitter and Refrigeration Fitter (HVAC)	1	95.00	\$	95.00
29	Hr	Plumber, Fire Sprinkler Fitter	1	95.00	\$	95.00
30	Hr	Sheet Metal Worker	1.	85.00	\$	85.00
31	Hr	Cost Estimator	1	85.00	\$.	85.00.
		SUBTOTAL A			*	2,700.00
Item No.	Únit	Description	Total Cost (Comparison Basis Only)	Percentage of Cost		Amount
32	%	Materials Markup		5.00%	-	
33	%	Sub-Contractor Markup		5.00%	y .	
34	%	Performance and Payment Bond Markup		1.50%	1,11	
35	%	Contractor's Fee Markup, \$1 to \$64,999		5.00%	3.	· . 1//
36	%	Total Markup, lines 32, 33, 34 plus 35	\$ 50,000	16.50%	<b>.\$</b>	8,250.00
37	%	Contractor's Fee Markup, \$65,000 to \$1,000,000		4.00%	100	
38	%	Total Markup, lines 32, 33, 34 plus 37	\$ 100,000	15.50%	\$	15,500.00
$\Box$		SUBTOTAL B			\$	23,750.00
		GRAND TOTAL (SUBTOTAL A + SUBTOTAL B)			·\$	26,450.00
		ACAD CONTROL OF CONTRO				

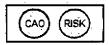
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### **APPENDIX C**

**SAMPLE WORK ORDER** 

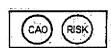




### CITY OF MONTEREY WORK ORDER

	ued To: inicipal Building Improvements On-Call Contract 2016 For City Projects Resolution No
Work Orde	r Number/Name: GC2016 – XX / NAME OF PROJECT
Issue Date:	Account Number:
LOCATION:	
	nce with the Municipal Improvements On-Call Contract 2015 – 2016 For City ched sketch and project description as follows:
QUANTITIES AND PRICES	<b>3:</b>
Project Cost shall be \$XXX. All construction changes an TIME LIMITS:	X Per Attached Cost Estimates dated20 d associated costs shall require written Construction Change Orders.
All construction changes an	XX Per Attached Cost Estimates dated20 d associated costs shall require written Construction Change Orders.
All construction changes an TIME LIMITS:	XX Per Attached Cost Estimates dated20 d associated costs shall require written Construction Change Orders.
All construction changes an TIME LIMITS:  To Begin:	XX Per Attached Cost Estimates dated20 d associated costs shall require written Construction Change Orders. , 20 , 20 Acct GL Printout ):
All construction changes an TIME LIMITS:  To Begin:  To End:	XX Per Attached Cost Estimates dated20 d associated costs shall require written Construction Change Orders. , 20
All construction changes an TIME LIMITS:  To Begin:  To End:	X Per Attached Cost Estimates dated20 d associated costs shall require written Construction Change Orders.  , 20, 20  Acct GL Printout ):  S. Connolly, Accounting Specialist
All construction changes an TIME LIMITS:  To Begin:  To End:  Funding Check By (Provide This Work Order Authorized)	X Per Attached Cost Estimates dated20 d associated costs shall require written Construction Change Orders.  , 20, 20  Acct GL Printout ):  S. Connolly, Accounting Specialist  By:Robert Harary, Principal Engineer
All construction changes an TIME LIMITS:  To Begin:  To End:  Funding Check By (Provide This Work Order Acceptance Accept	X Per Attached Cost Estimates dated20 d associated costs shall require written Construction Change Orders.  , 20 , 20 Acct GL Printout ): S. Connolly, Accounting Specialist  By: Robert Harary, Principal Engineer
All construction changes an TIME LIMITS:  To Begin:  To End:  Funding Check By (Provide This Work Order Authorized)	X Per Attached Cost Estimates dated20 d associated costs shall require written Construction Change Orders.  , 20 , 20 Acct GL Printout ): S. Connolly, Accounting Specialist  By: Robert Harary, Principal Engineer
All construction changes an TIME LIMITS:  To Begin:  To End:  Funding Check By (Provide This Work Order Acceptance Accept	CX Per Attached Cost Estimates dated

Gen Mun Bldg-2016 City .Agreement #: Ag-5232.- Page 75 of 263





November 13, 2015

To:

All Plan Holders

Subject: General Municipal Building Improvements On-Call Contract 2016 For City

Projects - ADDENDUM #1

Sent Via: Email/Web Posting

### State Prevailing Wage Rates for City Projects Information as follows:

Prevailing Wage Determination:

State prevailing wage rates apply to this contract, shall have a determination date that encompasses November 24, 2015, and shall be applicable throughout the On-Call Contract.

State prevailing wage rates may be found at the following website: http://www.dir.ca.gov/OPRL/pwd/. Additionally, see the attachment which includes State prevailing wages rates.

The Contractor shall be responsible for selecting the appropriate wage rate to be paid for the actual work completed per Part 1, Page 2 "Prevailing Wages" of the Specifications. The wage rates may be updated if the contract has not been awarded within 90 days of the bid opening.

Acknowledge this addendum and any others in your bid on Appendix A, Page 5 of the Specifications. Failure to list this addendum and any others will result in your bid proposal being deemed non-responsive.

Sealed proposals will be received in the office of the City Clerk, attention Finance Director, 580 Pacific Street, Room 6, city of Monterey, California, until 2:00 pm November 24, 2015.

Sincerely.

Laurie Ann Williamson, P.E.

aura a Williamson

Senior Engineer

### FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

### CRAFT: #BOILERMAKER-BLACKSMITH

**DETERMINATION:** C-14-X-2-2012-1 **ISSUE DATE:** August 22, 2012

**EXPIRATION DATE OF DETERMINATION:** September 30, 2012\*\* 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 the State of California

			Employer	r Payments			Straigh	t-Time	Overtime I		
CLASSIFICATION (Journeyperson)	Basic Hourly Rate	Health and Welfare	Pension <sup>d</sup>	Vacation/ Holiday	Training	Other Payments	Hours	Total Hourly Rate	Daily 1 1/2X	Saturday 1 1/2X	Sunday/ Holiday 2X
* AREA   Boilermaker-Blacksmith	\$40.84	\$8.57	<sup>b</sup> \$14.28	<sup>h</sup> \$3. <b>0</b> 0	\$0.75	\$0.34	8	\$67.78	<b>°\$</b> 96.84	°\$96.84	\$125.90
* AREA 2 Boilermaker-Blacksmith	<b>\$42.04</b>	\$8.57	<sup>6</sup> \$17.88	<b>53</b> .50	\$1.25	\$0.34	8	<b>\$</b> 73.58	<b>"\$1</b> 05. <b>2</b> 9	<b>\$</b> 105;29	\$137.00
* AREA 3 Boilermaker-Blacksmith	\$38.27	\$8.57	<sup>6</sup> \$16.35	<sup>6</sup> \$3.00	\$1,25	\$0.34	8	\$67.78	<b>°\$</b> 96.59	°\$96.59	\$125.40

DETERMINATION: C-14-X-2-2012-1 ISSUE DATE: August 22, 2012

**EXPIRATION DATE OF DETERMINATION:** September 30, 2012\*. Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director – Research Unit at (415) 703–4774 for the new rates after 10 days from the expiration date; if no subsequent determination is issued.

* AREA 1 Boilermaker-Blacksmith Helper	\$22.46	е	<sup>6</sup> \$0.61		-	\$0.34	8	\$23.41	<b>\$</b> 34.95	°\$34.95	\$46.48
* AREA 2 Boilermaker-Blacksmith Helper	\$23.13	c	<sup>6</sup> \$0.61	-	-	\$0.34	8	\$24.08	<b>°\$3</b> 5.95	°\$35.95	\$47.82
* AREA 3 Boilermaker-Blacksmith Helper	<b>\$2</b> 1.05	e	<sup>6</sup> \$0.61			\$0.34	.8	\$22.00	°\$32.83	°\$32.83	<b>\$</b> 43.66

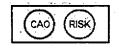
<sup>#</sup> Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet @

http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 1, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship S

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <a href="http://www.dir.ca.gov/OPRI\_/PWD">http://www.dir.ca.gov/OPRI\_/PWD</a>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at <a href="http://www.dir.ca.gov/OPRI\_/PWD">http://www.dir.ca.gov/OPRI\_/PWD</a>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774

1



Area 1 - Imperial, Inyo, Kern, Los Angeles, Orange, Riverside, San Bernardino, San Diego, Santa Barbara, San Luis Obispo (only that portion that is within a 25-mile radius of the city of Santa Maria), and Ventura counties.

Area 2 - Alameda, Contra Costa, Marin, San Francisco, San Mateo, Santa Clara, and Solano Counties.

Area 3 - All other remaining counties.

<sup>&</sup>lt;sup>b</sup> Contribution is factored at the applicable overtime multiplier for each overtime hour worked.

Rate applies to the first 2 daily overtime hours and the first 10 hours worked on Saturday. All other overtime is paid at the Sunday/Holiday rate.

<sup>&</sup>lt;sup>d</sup> Includes amount for Annuity Trust Fund.

<sup>\*</sup> Helpers will be eligible for Health & Welfare benefits after completing 2000 hours.

One Helper shall be employed on each job of 5 to 10 employees.

### FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: # IRON WORKER

DETERMINATION: C-20-X-1-2012-1

ISSUE DATE: August 22, 2012

**EXPIRATION DATE OF DETERMINATION:** December 31, 2012\*\* 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 the State of California

		***************************************	Employer Payments					<u>t-Time</u>	Overtime Hourly Rate		
CLASSIFICATION (Journeyperson)	Basic Hourly Rate	Health and Welfare	Pension	Vacation/ Holiday		Other Payment		Total Hourly Rate		<sup>b</sup> Saturday 1 1/2X	Sunday/ Holiday
Iron Worker (Omamental, Reinforcing, Structural)	\$33.00	8.17	8.31	a 3.92	0.72	4.165	8	58.285	74.785	74.785	91.285
Fence Erector	\$26.58	6.00	5.79	<sup>8</sup> 2.62	0.51	1.465	8	42.965	56.255	56,255	69.545

<sup>#</sup> Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet @ <a href="http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp">http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp</a>. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 1, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at <a href="http://www.dir.ca.gov/das/das.html">http://www.dir.ca.gov/das/das.html</a>.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <a href="http://www.dir.ca.gov/OPRL/PWD">http://www.dir.ca.gov/OPRL/PWD</a>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director — Research Unit at (415) 703-4774.



<sup>&</sup>lt;sup>a</sup> Includes supplemental dues.

b Rate applies to the first 2 daily overtime hours and the first 8 hours on Saturday. All other overtime is at the Sunday/Holiday rate.

### GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS PURSUANT TO CALIFORNIA LABOR CODE PART 7. CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 短滑庫 A FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

### CRAFT: ELECTRICAL UTILITY LINEMAN

DETERMINATION: C-61-X-3-2012-1

ISSUE DATE: August 22, 2012

EXPIRATION DATE OF DETERMINATION: May 31, 2013\*\*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 the State of California, except Del Norte, Modoc, and Siskiyou Counties. (For Del Norte, Modoc and

Siskiyou - see page 2I)

			Employer Payments -		Straight-Time		<u>Ove</u>	Overtime Hourly Rate		
ELASSIFICATION	Basic	Health	Pension	Training	Other	Hours	Total	Daily	Saturday	Sunday
(Journeyperson)	Hourly	and		_	Payment	s	Hourly	•		and
	Rate	Welfare			•		Rate	2X	2X	Holiday
# Lineman, Cable Splicer	\$48.95	5:00	* 7.58	<sup>b</sup> 0.37	0.55	8	63.92	114.71	114.71	114.71
## Powderman	43.71	5.00	6.84	ь 0.33	0.50	8	57.69	103.04	103.04	103.04
## Groundman	29.91	5.00	46.80	<sup>ь</sup> 0.22	0.35	8	43.18	74.21	74:21	74.21

DETERMINATION: C-61-X-4-2008-1

ISSUE DATE: August 22, 2008

**EXPIRATION DATE OF DETERMINATION:** September 30, 2008\* 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 new rates after 10 days from the expiration date, if no subsequent determination is issued.

LOCALITY: All localities within the State of California, except Del Norte, Modoc, and Siskiyou Counties. (For Del Norte, Modoc, and Siskiyou – see page 2I)

		Emr	lover Paym	ents	Straigh	t <del>-Time</del>	Ove	rtime Hourly	Rate
CLASSIFICATION	Basic	Health	Pension	Vacation/	Hours	Total	Daily	Saturday	Sunday/
(Journeyperson)	Hourly	and		Holiday	,	Hourly			Holiday
	Rate	Welfare				Rate	1 1/2 X	1½X	11/2X
## Pole Restoration Journeyman	\$22,09	4.75	°0.60	0.59	8	28.69	40.065	40.065	40.065
After I year	\$22.09	4.75	*0.60	1.01	8.	29.11	40.485	40.485	40.485
After 3 years	\$22.09	4.75	0.60	1.44	8	29.54	40.915	40.915	40:915
After 6 years	\$22.09	4.75	°0.60	1.86	8	29.96	41.335	41.335	41.335
## Senior Technician c	14.49	4.75	0.60	0.39	8	20.66	28.12	28.12	28.12
After I year	14.49	4.75	0.60	0.67	8	20.94	28.40	28.40	28.40
After 3 years	14.49	4.75	0.60	0.95	8	21.22	28.68	28.68	28.68
After 6 years	14.49	4.75	0.60	1.23	8	21.50	28.96	28.96	28.96
## Pole Treatment Journeyman	19.44	4.75	0.60	0.52	8	25.89	35.90	35.90	35.90
After I year	19.44	4.75	0.60	0.89	<b>8</b> .	26.26	36.27	36.27	36.27
After 3 years	19.44	4.75	0.60	1.27	8	26.64	36.65	36.65	36.65
After 6 years	19.44	4.75	°0.60	1.64	8	27.01	37.02	37.02	37.02
## Pole Restoration and Treatment <sup>c</sup>				•					
Technician (First 6 months)	10.73	4.75	*0.60	0.29	8:	16.69	22.215	22.215	22.215
Technician (6-12 months)	11.06	4.75	*0.60	0.30	8	17.04	22.735	22.735	22.735
Technician (Thereafter)	11.40	4.75	<b>*</b> 0.60	0.53	· 8	17.62	23.49	23.49	23.49

<sup>#</sup> Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet at

http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWage/PWAppWageStart.asp. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 1, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards website at <a href="http://www.dir.ca.gov/das/das.html">http://www.dir.ca.gov/das/das.html</a>.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at http://www.dir.ca.gov/OPRL/PWD. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the Internet at hitm://www.dir.ca.asy/2PR-PWD-79Travel-and/or subsistence requirements for current or superseded d by contacting the Office of the Director – Research Unit at (415).703-4774.

<sup>##</sup> Indicates a non-apprenticeable craft.

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

<sup>&</sup>lt;sup>b</sup> This amount is factored at the applicable overtime rate.

<sup>&</sup>lt;sup>c</sup> The Ratio of Technicians to Journeymen may not exceed 4 to 1. However, if the Journeyman is assisted by a maximum of two Senior Technicians, three additional Technicians may be added per Senior Technician.

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

### CRAFT: TELECOMMUNICATIONS TECHNICIAN

**DETERMINATION:** C-422-X-1-2003-2

ISSUE DATE: August 22, 2003

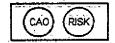
**EXPIRATION DATE OF DETERMINATION:** June 1, 2004\* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Division of Labor Statistics & Research at (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

LOCALITY: All localities within Alameda, Los Angeles, San Francisco, San Mateo, and Santa Clara Counties.

			Employer-Payments				<u>t-Time</u>	Overtime Hourly Rate		
Classification (Journeyperson)	Basic Hourly	Health and	Pension	Vacation and	Training	Hours	Total Hourly		Holiday	
	Rate	Welfare		Holidays			Rate	1 1/2X <sup>a</sup>	2 1/2X	
Telecommunications Technician	28.50	2,79	0.93	3.28	-	8	35.50	49.75	78.25	

<sup>&</sup>lt;sup>a</sup> Rate applies to work in excess of eight hours daily and for all hours over 40. Rate applies to all hours worked on Sunday.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <a href="http://www.dir.ca.gov/DLSR/PWD">http://www.dir.ca.gov/DLSR/PWD</a>. Holiday provisions for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.



### FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

### **CRAFT: TELECOMMUNICATIONS TECHNICIAN**

DETERMINATION: C-422-X-1-2003-2A

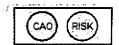
ISSUE DATE: August 22, 2003

**EXPIRATION DATE OF DETERMINATION:** June 1, 2004\* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Division of Labor Statistics & Research at (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

LOCALITY: All localities within Contra Costa, Marin, Orange, and San Diego counties.

			Employer Payments				t-Time	Overtime Hourly Rate		
Classification (Journeyperson)	Basic Hourly	Health and	Pension	Vacation and	Training	Hours	Total Hourly		Holiday	
	Rate	Welfare		Holidays			Råte	1 1/2Xª	2 1/2X	
Telecommunications Technician	27.93	2.79	0.93	3.21	-	8	34.86	48.825	76.755	

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <a href="http://www.dir.ca.gov/DLSR/PWD">http://www.dir.ca.gov/DLSR/PWD</a>. Holiday provisions for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.



<sup>&</sup>lt;sup>a</sup> Rate applies to work in excess of eight hours daily and for all hours over 40. Rate applies to all hours worked on Sunday.

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

### **CRAFT: TELECOMMUNICATIONS TECHNICIAN**

**DETERMINATION:** C-422-X-1-2003-2B

ISSUE DATE: August 22, 2003

**EXPIRATION DATE OF DETERMINATION:** June 1, 2004\* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Division of Labor Statistics & Research at (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

LOCALITY: All localities within the Alpine, Amador, Butte, Calaveras, Colusa, El Dorado, Fresno, Glenn, Humboldt, Imperial, Kern, Kings, Lake, Lassen, Madera, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Riverside, Sacramento, San Benito, San Joaquin, San Luis Obispo, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Ventura, Yolo and Yuba counties.

	•		Employe	r Payments	<u> </u>	Straigh	t-Time	Overtime Hourly Rate		
Classification (Journeyperson)	Basic Hourly	Health and	Pension	Vacation and	Training	Hours	Total Hourly		Holiday	
	Rate	Welfare		Holidays			Rate	1 1/2X <sup>a</sup>	2 1/2X	
Telecommunications			,		٠. ٠					
Technician	27.18	2.79	0.93	3.13	-	8	34.03	47.62	74.80	

a Rate applies to work in excess of eight hours daily and for all hours over 40. Rate applies to all hours worked on Sunday,

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <a href="http://www.dir.ca.gov/DLSR/PWD">http://www.dir.ca.gov/DLSR/PWD</a>. Holiday provisions for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.



FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

### CRAFT: TELEPHONE INSTALLATION WORKER AND RELATED CLASSIFICATIONS

**DETERMINATION:** C-422-X-10-2001-1

ISSUE DATE: August 22, 2001

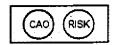
**EXPIRATION DATE OF DETERMINATION:** October 1, 2001\* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Division of Labor Statistics and Research at (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

LOCALITY: All localities within Del Norte, Invo, Mono and San Bernardino, and Santa Barbara Counties.

				Employer Payments					Overtime Hourly Rate	
Classification (Journeyperson)	Step <sup>a</sup>	Basic Hourly Rate	Health and Welfare	Pension	Vacation <sup>b</sup> and Holiday	Training	Hours	Total Hourly Rate	1 1/2X°	2X <sup>d</sup>
Telephone Installation										
Worker	1	\$9.97	\$0.06	-	\$0.84	-	8	\$10.87	\$15.855	\$20.84
	2	10.79	0.06	-	0.91	-	8	11.76	17.155	22.55
	3	11.73	0.07	-	0.99	-	8	12.79	18,655	24.52
	4	12.78	0.07	-	1.08		8	13.93	20.32	26.71
	5	14.05	0.08	-	1.19	•	8	15.32	22.345	29.37
	6	15.50	0.09	_	1.31	· •	8	16.90	24.65	32.40
	7	17.20	0.10	-	1.46	, <del>-</del>	8	18.76	27.36	35.96
	. 8	19.36	0.11	-	1.64	-	8	21.11	30.79	40.47
	9	22.13	0.13	-	1.87	-	8	24.13	35.195	46.26

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <a href="http://www.dir.ca.gov/DLSR/PWD">http://www.dir.ca.gov/DLSR/PWD</a>. 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. Travel and/or subsistence requirements for each craft, classification or type of worker may be obtained from the Prevailing Wage Unit at (415) 703-4774.



<sup>\*</sup> The time interval between steps is six months.

Rates apply to the first eight years of employment only; for employment over eight years, \$2.30 per hour worked; for employment over fifteen years, \$2.72 per hour worked; for employment over twenty-five years, \$3.15 per hour worked.

<sup>&</sup>lt;sup>c</sup> Rate applies to work in excess of a regular shift. Rate applies to all hours worked on Sunday, except those hours which exceed 55 hours weekly.

<sup>&</sup>lt;sup>d</sup> Rate applies to all hours which exceed 55 hours weekly.

<sup>&</sup>lt;sup>e</sup> Includes an amount for sick leave. Benefit is paid until 270 sick leave workdays are accumulated.

### GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS Exhibit A 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: ## TREE TRIMMER (HIGH VOLTAGE LINE CLEARANCE)

DETERMINATION: C-TT-2011-1 ISSUE DATE: August 22, 2011

EXPIRATION DATE OF DETERMINATION: December 31, 2011\* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Division of Labor Statistics and Research at (415) 703-4774 for the new rates after 10 days from the expiration date;

if no subsequent determination is issued.

LOCALITY: Amador, Calaveras, Fresno, Kings, Sacramento, San Joaquin, Stanislaus, and Tulare Counties (REF: 61-1245-15)

				Emplo	ver Payments		Straigh	t-Time	Over	time
H		Basic Hourly Rate	Health and Welfare	Pension	Vacation	Holiday	Hours	Total Hourly Rate	Daily <sup>a</sup> 1 1/2X	Daily 2X
Climber		21.10	4.75	0.66 <sup>b</sup>	0.41°	0.57	8	27.49	32.60aa	43.47
Groundperson	First 6 months	13.50	4.75	0.42	0.26	0.36	8	19.29	20.86aa	27.81
Groundperson	After 6 months	14.47	4.75	$0.45^{d}$	0.28	0.39	8	20.34	22.36 <sup>aa</sup>	29.81

DETERMINATION: C-TT-2011-1A ISSUE DATE: August 22, 2011

**EXPIRATION DATE OF DETERMINATION:** December 31, 2011\* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Division of Labor Statistics and Research at (415) 703-4774 for the new rates after 10 days from the expiration date,

if no subsequent determination is issued.

LOCALITY: Kern, Lake, Madera, Mariposa, Merced, and Tuolumne Counties (REF: 61-1245-18)

Climber		21.10	4.75	0.66 <sup>f</sup>	0.41 <sup>g</sup>	0.57	8	27.49	32.60 <sup>an</sup>	43.47
Groundperson	First 6 months	13.50	4.75	0.42	0.26	0.36	8	19.29	20.86 <sup>an</sup>	27.81
Groundperson	After 6 months	14.47	4.75	0.45 <sup>h</sup>	0.28 <sup>i</sup>	0.39	8	20.34	22.36an	29.81

DETERMINATION: C-TT-2011-1B ISSUE DATE: August 22, 2011

**EXPIRATION DATE OF DETERMINATION:** December 31, 2011\* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Division of Labor Statistics and Research at (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

LOCALITY: Butte, Colusa, Sutter, and Yuba Counties (REF: 61-1245-16)

Climber		21.40	4.75	0.67 <sup>j</sup>	$0.41^{k}$	0.58	8	27.81	33.06 <sup>sa</sup>	44.08
Groundperson	First 6 months	12.13	4.75	0.38	0.23	0.33	8	17.82	18.74 <sup>aa</sup>	24.99
Groundperson	After 6 months	14.56	4.75	$0.46^{1}$	0.28 <sup>m</sup>	0.39	8	20.44	22.50 <sup>aa</sup>	29.99

DETERMINATION: C-TT-2011-1C ISSUE DATE: August 22, 2011

**EXPIRATION DATE OF DETERMINATION:** January 3, 2012\* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Division of Labor Statistics and Research at (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

LOCALITY: Alpine, El Dorado, Nevada, and Placer Counties (REF: 61-1245-12)

Climber		21.65	4.75	0.68 <sup>n</sup>	1.08°	-	8	28.16	33.45aa	44.60
Groundperson	First 6 months	13.86	4.75	0.44	0.69	•	8	19.74	21.41 <sup>na</sup>	28.55
Groundperson	After 6 months	14.87	4.75	0.47 <sup>p</sup>	0.74 <sup>q</sup>	-	8	20.83	22.97 <sup>aa</sup>	30.63

### Footnotes listed on page 2F



<sup>&</sup>quot;(Recognized Holidays and Travel and Subsistence Payment footnotes listed on page 2G-1)

### GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS Exhibit A 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: ## TREE TRIMMER (HIGH VOLTAGE LINE CLEARANCE)

**DETERMINATION:** C-TT-2012-1D ISSUE DATE: February 22, 2012

**EXPIRATION DATE OF DETERMINATION:** March 31, 2012\* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Division of Labor Statistics and Research at (415) 703-4774 for the new rates after 10 days from the

expiration date, if no subsequent determination is issued.

LOCALITY: Santa Clara, San Francisco, and San Mateo Counties (REF: 61-1245-18)

				Employer	Payments		Straig	nt-Time	Ove:	<u>rtime</u>
CRAFT/CLASS	CRAFT/CLASSIFICATION Basic							Total		
		Hourly	and					Hourly	Daily <sup>a</sup>	Daily
		Rate	Welfare	Pension	Vacation	Holiday	Hours	Rate	1 1/2X	2X
Climber		22.01	4.75	0.69 <sup>r</sup>	0.42 <sup>s</sup>	0.59	8	28.47	34.01 <sup>aa</sup>	45.34
Groundperson	First 6 months	14.12	4.75	0.44	0.27	0.38	8	19.97	21.82an	29.09
Groundperson	After 6 months	15:09	4.75	0.471	0.29 <sup>4</sup>	0.41	8	21.01	23.31 <sup>an</sup>	31.09

**DETERMINATION:** C-TT-2011-1E ISSUE DATE: August 22, 2011

**EXPIRATION DATE OF DETERMINATION:** January 3, 2012\* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Division of Labor Statistics and Research at (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

LOCALITY: Alameda and Contra Costa Counties (REF: 61-1245-12)

Climber		21.65	4.75	0.68°	1.08 <sup>w</sup>	-	8	28.16	33.45 <sup>aa</sup>	44.60
Groundperson	First 6 months	13.86	4.75	0.44	0.69	-	8	19.74	21.41	28.55
Groundperson	After 6 months	14.87	4.75	0.47*	0.74 <sup>y</sup>	-	8	20.83	22.97 <sup>sa</sup>	30.63

DETERMINATION: C-TT-2011-1F ISSUE DATE: February 22, 2011

**EXPIRATION DATE OF DETERMINATION:** January 3, 2012\* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Division of Labor Statistics and Research at (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

LOCALITY: Del Norte, Humboldt, Marin, Mendocino, Napa, and Sonoma Counties (REF: 61-1245-12)

Climber		20.96	4.75	$0.66^{z}$	1.05 <sup>ab</sup>	•	8	27.42	32.38 <sup>84</sup>	43.18
Groundperson	First 6 months	13.41	4.75	0.42	0.67	-	8	19.25	20.72 <sup>aa</sup>	27.62
Groundperson	After 6 months	14.39	4.75	0.45 <sup>ac</sup>	$0.72^{\mathrm{ad}}$	-	8	20:31	22.23 <sup>aa</sup>	29.64

DETERMINATION: C-TT-2011-1G ISSUE DATE: August 22, 2011

**EXPIRATION DATE OF DETERMINATION:** January 3, 2012\* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Division of Labor Statistics and Research at (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

LOCALITY: Glenn, Lassen, Modoc, Shasta, Siskiyou, Tehama, and Trinity Counties (REF: 61-1245-12)

Climber		21.56	4.75	0.68ac	1.08 <sup>af</sup>	-	8	28.07	33.31 <sup>aa</sup>	44.41
Groundperson	First 6 months	12.22	4.75	0.38	0.61	-	8	17.96	18.88 <sup>aa</sup>	25.17
Groundperson	After 6 months	14.99	4.75	0.47 <sup>eg</sup>	0.75 <sup>ah</sup>	-	8	20.96	23.16 <sup>na</sup>	30.88

### Footnotes listed on page 2F

(Recognized Holidays and Travel and Subsistence Payment footnotes listed on page 2G-1)



### GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS Exhibit A 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: ## TREE TRIMMER (HIGH VOLTAGE LINE CLEARANCE)

**DETERMINATION: C-TT-2011-1H** ISSUE DATE: August 22, 2011

EXPIRATION DATE OF DETERMINATION: December 31, 2011\* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Division of Labor Statistics and Research at (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

LOCALITY: Plumas, Sierra, Solano, and Yolo Counties (REF: 61-1245-16)

				Employe	r Payments	Straight-Time		<u>Overtime</u>		
CRAFT/CLASSIFICATION		Basic Hourly Rate	Health and Welfare	Pension	Vacation	Holiday	Hours	Total Hourly Rate	Daily <sup>a</sup> 1 1/2X	Daily 2X
Climber		21.48	4.75	$0.67^{ai}$	0.41 <sup>qj</sup>	0.58	8	27.89	33.19 <sup>88</sup>	44.25
Groundperson	First 6 months	13.75	4.75	0.43	0.26	0.37	8	19.56	21.24 <sup>88</sup>	28.33
Groundperson	After 6 months	14.75	4.75	0.46ak	0.28 <sup>al</sup>	0.40	8	20.64	22.79 <sup>88</sup>	30.39

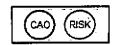
DETERMINATION: C-TT-2012-11 ISSUE DATE: February 22, 2012

EXPIRATION DATE OF DETERMINATION: March 31, 2012\* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Division of Labor Statistics and Research at (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

LOCALITY: Monterey, San Benito, San Luis Obispo, and Santa Cruz Counties (REF: 61-1245-12)

Climber		22.53	4,75	0.71 am	1.13 <sup>an</sup>	-	8	29.12	34.81 <sup>aa</sup>	46.41
Groundperson	First 6 months	14.47	4.75	0.46	0.72		8	20.40	22.36ªª	29.81
Groundperson	After 6 months	15.49	4.75	0.49 <sup>ao</sup>	$0.77^{49}$		8	21.50	23.93 <sup>aa</sup>	31.91

Not an apprenticeable craft.



<sup>\*</sup> Rate applies to the first 4 daily overtime hours. All other overtime is at the double time rate. A normal non-work day in the same workweek may be worked at straight time if job is shut down during the normal workweek due to inclement weather.

<sup>&</sup>lt;sup>b</sup> \$0.67 after 3 years of service; \$0.69 after 10 years.

<sup>50.81</sup> after 3 years of service; \$1,22 after 10 years.

d \$0.46 after 3 years of service; \$0.47 after 10 years.

<sup>\$0.56</sup> after 3 years of service; \$0.84 after 10 years.

<sup>1 \$0.67</sup> after 3 years of service, \$0.69 after 10 years.

<sup>&</sup>lt;sup>8</sup> \$0.81 after 3 years of service; \$1.22 after 10 years.

h \$0.46 after 3 years of service; \$0.47 after 10 years. 1 \$0.56 after 3 years of service; \$0.84 after 10 years.

<sup>50.68</sup> after 3 years of service; \$0.70 after 10 years.

<sup>\$0.82</sup> after 3 years of service, \$1.24 after 10 years.

<sup>\$0.47</sup> after 3 years of service; \$0.47 after 10 years.

<sup>&</sup>quot;\$0.56 after 3 years of service; \$0.84 after 10 years. 50.70 after I year of service; \$0.71 after 9 years.

<sup>\* \$1.58</sup> after 1 year of service; \$2.09 after 9 years.

P \$0.48 after 1 year of service; \$0.49 after 9 years.

<sup>9 \$1.09</sup> after 1 year of service; \$1.43 after 9 years.

<sup>&#</sup>x27;\$0.70 after 3 years of service; \$0.72 after 10 years.

<sup>\* \$0.85</sup> after 3 years of service; \$1.27 after 10 years.

<sup>1 \$0.48</sup> after 3 years of service; \$0.49 after 10 years.

u \$0.58 after 3 years of service; \$0.87 after 10 years.

<sup>\* \$0.70</sup> after 1 year of service; \$0.71 after 9 years.

<sup>&</sup>quot;\$1.58 after 1 year of service; \$2.09 after 9 years.

<sup>\* \$0.48</sup> after 1 year of service; \$0.49 after 9 years.

y \$1.09 after 1 year of service; \$1.43 after 9 years.

<sup>2 \$0.67</sup> after 1 year of service; \$0.69 after 9 years.

<sup>&</sup>quot;Rate also applies to Holidays.

<sup>46 \$1.53</sup> after 1 year of service; \$2.02 after 9 years.

<sup>\* \$0.46</sup> after 1 year of service; \$0.47 after 9 years.

ad \$1.05 after 1 year of service; \$1.39 after 9 years.

<sup>\*\* \$0.69</sup> after 1 year of service; \$0.71 after 9 years.

<sup>&</sup>lt;sup>af</sup> \$1.57 after 1 year of service; \$2.08 after 9 years.

<sup>8 \$0.48</sup> after 1 year of service; \$0.49 after 9 years.

<sup>&</sup>lt;sup>sh</sup> \$1.09 after 1 year of service; \$1.45 after 9 years.

<sup>\*</sup>i \$0.69 after 3 years of service; \$0.70 after 10 years.

<sup>1) \$0.83</sup> after 3 years of service; \$1.24 after 10 years.

at \$0.47 after 3 years of service; \$0.48 after 10 years.

al \$0.57 after 3 years of service; \$0.85 after 10 years.

<sup>\*\*\* \$0.73</sup> after 1 year of service; \$0.74 after 9 years.

an \$1.64 after 1 year of service; \$2.17 after 9 years.

<sup>\* \$0.50</sup> after 1 year of service; \$0.51 after 9 years.

<sup>&</sup>lt;sup>ap</sup> \$1.13 after 1 year of service, \$1.49 after 9 years.

### CRAFT: ##TREE TRIMMER (LINE CLEARANCE)

**DETERMINATION: C-TT-61-465-5-2010-1** 

ISSUE DATE: August 22, 2010

EXPIRATION DATE OF DETERMINATION: September 3, 2011\* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Division of Labor Statistics and Research at (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

LOCALITY: All localities within San Diego County.

	•	- Employer Payments				Straight-Time		Overtime	
CRAFT/CLASSIFICATION	Basic Hourly	Health and	Pension	Vacation and	Training	Hours	Total Hourly	Daily <sup>sa</sup>	Daily <sup>bb</sup>
	Rate	Welfare		Holiday			Rate	1 1/2X	2X
Tree Trimmer									
Trainee (0-18 Months)	16.18.	0.89	-	1.06	-	8	18.13	26.22	34.31
1st year Climber	18.26	0.89	•	1.19	-	.8	20.34	29.47	38.60
2nd year Climber	20.76	0.89	-	1.76	-	8	23.41	33:79	44.17
Thereafter Climber	23.28	0.89	-	1.97 <sup>cc</sup>	-	8	26.14	37.78	49.42
Groundman									
lst year	13.18	.0.89	•	0.86	-	8	14.93	21.52	28.11
Thereafter	14.23	0.89	•	1.20 <sup>dd</sup>	- '	8	16.32	23.435	30.55

DETERMINATION: C-TT-61-465-5A-2012-1

ISSUE DATE: February 22, 2012

EXPIRATION DATE OF DETERMINATION: December 29, 2012\*\* 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 Division of Labor Statistics and Research for specific rates at (415) 703-4774.

### LOCALITY: All localities within Imperial County

Tree Trimmer									
1st year Climber	14.15	1.12	-	0.87	•	8	16.14	23.215	30.29
2nd year Climber	16.82	1.12	-	1.36	-	8	19.30	27.71	36.12
3rd year Climber	18.54	1.12	-	1.50	-	8	21.16	30.43	39.70
Thereafter Climber	19.17	1.12	-	1.55⁰	-	8	21.84	31.425	41.01
Trimmer Trainee									
Step 1 (0-6 Months)	11.61	1.12	-	0.71	•	8	13.44	19.245	25.05
Step 2 (7-18 Months)	12.14	1.12	-	0.75 <sup>kk</sup>	-	8	14.01	20.08	26.15
Groundman	10.86	1,12	-	0.67 <sup>ff</sup>	•	8	12.65	18.08	23.51

**DETERMINATION:** C-TT-61-47-3-2010-1

ISSUE DATE: February 22, 2010

**EXPIRATION DATE OF DETERMINATION:** January 1, 2011\* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Division of Labor Statistics and Research at (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

LOCALITY: All localities within Inyo, Los Angeles, Mono, Orange, Riverside, San Bernardino, Santa Barbara, and Ventura Counties.

Tree Trimmer	Step 1 <sup>gg</sup>	11.85	3.59	0.18	0.55	-	8	16.17	22.10 <sup>hh</sup>	28.02.
	Step 2	12.10	3.59	0.18	0.56		8	16.43	22,48hh	28.53
	Step 3	12.88	3.59	0.19	0.59	•	8	17.25	23.69hh	30.13
	Step 4	13.39	3.59	0.20	0.62	-	8	17.80	24.50 <sup>hb</sup>	31.19
	Step 5	14.00	3.59	0.21	0.65 <sup>ii</sup>	-	8	18.45	25.45 <sup>hh</sup>	32.45
Tree Trimmer Trai	nee									
Step 1 (0-6 M	onths)	10.75	3.59	0.16	0.50	-	8	15.00	20.38 hh	25.75
Step 2 (7-18 N	Months)	11.50	3.59	0.17	0.53	-	8	15.79	21.54 <sup>ah</sup>	27.29
Groundman		10.35	3.59	0.16	0.48 <sup>jj</sup>	-	8	14.58	19.75 <sup>hh</sup>	24.93

Footnotes listed on page 2G-1 Ag-5232 - Page 87 of 263 (Recognized Holidays and Travel and Subsistence Payment footnotes listed on page 2G-1)



## Not an apprenticeable craft.

bb Rates apply to work in excess of 12 hours in a day.

<sup>cc</sup> \$2.42 after 7 years of service at this level.

dd \$1.48 after 8 years at this level.

e \$1.92 after 6 years of service at this level.

ff \$0.88 after 1 year at this level; \$1.09 after 8 years at this level.

88 12 months per step.

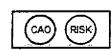
hh Rates apply to the first 4 daily overtime hours and the first 12 hours on any non-work day. All other overtime is at the double time rate. A normal non-work day in the same workweek may be worked at the straight-time if job was shut down during the normal workweek due to inclement weather.

"\$1.18 after 9 years of service

ii \$0.68 after 1 year of service; \$0.88 after 9 years of service.

kk \$0.98 after 1 year at this level; \$1.21 after 7 years at this level.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <a href="http://www.dir.ca.gov/DLSR/PWD">http://www.dir.ca.gov/DLSR/PWD</a>. Holiday provisions for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.



Rates apply to work in excess of 40 hours in a week, 8 hours in a day, and any time on a non-work day or holiday. A normal non-work day in the same workweek may be worked at the straight time if job was shut down during the normal workweek due to inclement weather.

### FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

### **CRAFT: # STATOR REWINDER**

**DETERMINATION:** C-738-1412-7-2008-1

ISSUE DATE: August 22, 2008

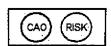
**EXPIRATION DATE OF DETERMINATION:** September 30, 2008\* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Division of Labor Statistics and Research at (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

LOCALITY: All localities within the State of California.

			Emp	oloyer Pay	ments	<del>.</del>	Straigh	t-Time	9	Overtime H	lourly Rate	<u>e</u>
CLASSIFICATION (Journeyperson)	Basic Hourly	Health and	Pension	Vacation	Holiday	Training	Hours	Total <sup>e</sup> Hourly	-	Saturday <sup>e</sup>	Sunday <sup>e</sup>	Holiday
(e.e.e.e.e.e.e.e.e.e.e.e.e.e.e.e.e.e.e.	Rate	Welfare						Rate	1 1/2X	1 1/2X	2X	2 1/2X
Stator Rewinder	\$15.20	<sup>a</sup> 1.36	<sup>a</sup> 2.18	ac.29	.58	a.29	8	19.90	29.56	29.56	39.22	48.88
Stator Rewinder Helper (First 6 Months)	11.74	<sup>a</sup> 1.05	a1.69	a.23	.45	a.23	8	15.39	22.86	22.86	30.33	37.80
Stator Rewinder Helper (After 6 Months)	11.95	a1.07	a1.72	ad.23	.46	a.23	8	15.66	23.26	23.26	30.86	38.46

<sup>#</sup> Indicates an apprenticeable craft. Effective as of July 1, 2008, the issuance and publication of the prevailing wage apprentice schedules/apprentice wage rates have been reassigned by the Department of Industrial Relations from the Division of Labor Statistics and Research to the Division of Apprenticeship Standards. To obtain any apprentice schedules/apprentice wage rates, please contact the Division of Apprenticeship Standards' website at <a href="http://www.dir.ca.gov/das/das.html">http://www.dir.ca.gov/das/das.html</a>.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <a href="http://www.dir.ca.gov/DLSR/PWD">http://www.dir.ca.gov/DLSR/PWD</a>. Holiday provisions for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.



Contributions are factored at the appropriate overtime multiplier.

h Rate applies to the first 4 daily overtime hours and the first 12 hours on Saturday. After 12 hours daily, the Sunday double-time rate applies.

Rate applies to the first two years of employment only: for employment over two years, \$.58 per hour worked; for employment over five years, \$.73 per hour worked; for employment over seven years, \$.88 per hour worked; for employment over fifteen years, \$1.17 per hour worked; for employment over twenty years, \$1.46 per hour worked; for employment over thirty years, \$1.75 per hour worked.

Rates apply to the first two years of employment only: for employment over two years, \$.46 per hour worked; for employment over five years, \$.57 per hour worked; for employment over seven years, \$.69 per hour worked; for employment over fifteen years, \$.92 per hour worked; for employment over twenty years, \$1.15 per hour worked; for employment over thirty years, \$1.38 per hour worked.

Does not include any additional amount that may be required for vacation pay.

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: # ELECTRICAL UTILITY LINEMAN**

DETERMINATION: C-61-X-8-2008-1

ISSUE DATE: August 22, 2008

**EXPIRATION DATE OF DETERMINATION:** September 30, 2008\* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Division of Labor Statistics and Research at (415) 703-4774 for the new rates after ten days from the expiration date if no subsequent determination is issued.

LOCALITY: All localities within Del Norte, Modoc and Siskiyou counties.

			Employe	r Payment	:s	Straigh	t-Time	Ove	rtime Hourly	Rate
CLASSIFICATION (Journeyperson)	Basic Hourly	Health and	Pension	Training	Other Payments	Hours	Total Hourly	Dailý	Saturday	Sunday and
	Rate	Welfare					Räte	1 1/2X	1 1/2X	Holidaý 2X
Lineman, Heavy Line Equipment man, Certified Lineman Welder,				•		•				
Pole Sprayer	<b>\$</b> 36.13	4.75	<b>4</b> 5.60	<sup>b</sup> 0.32	°0.10	8	47.98	<sup>4</sup> 66.79	°66.79	85.60
Cable Splicer	40.47	4.75	°5.60	<sup>b</sup> 0.35	°0.11	8	52:49	⁴73.565	°73.565	94.64
Line Equipment Man	31.07	4.75	*3.85	<sup>b</sup> 0.27	°0.09	8	40.96	<sup>d</sup> 57.145	° 57.145	73.305
Powderman, Jackhammer Man	27.10	4.75	a3.85	<sup>6</sup> 0.24	°0.08	8	36.83	<sup>d</sup> 50.94	°50.94	65:05
Groundman	25,29	4.75	13.85	<sup>b</sup> 0.22	°0.07	8	34.94	<sup>4</sup> 48.11	48.11	61.28
Pole Sprayer Trainee										•
First six months	30.96	4.75	°3.85	<sup>b</sup> 0.27	°0.09	8	40.85	⁴56.97	°56.97	73.085
Second six months	32.44	4.75	a3.85	<sup>b</sup> 0.28	°0.09	8	42.38	<sup>4</sup> 59.28	°59.28	76.17
Third six months	33.53	4.75	3.85	<sup>b</sup> 0.29	°0.09	8	43.52	460.985	°60.985	78:44

<sup>#</sup> Indicates an apprenticeable craft. Effective as of July 1, 2008, the issuance and publication of the prevailing wage apprentice schedules/apprentice wage rates have been reassigned by the Department of Industrial Relations from the Division of Labor Statistics and Research to the Division of Apprenticeship Standards. To obtain any apprentice schedules/apprentice wage rates, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at <a href="http://www.dir.ca.gov/das/das.html">http://www.dir.ca.gov/das/das.html</a>.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at http://www.dir.ca.gov/DLSR/PWD. Holiday provisions for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.



<sup>&</sup>lt;sup>a</sup> In addition, an amount equal to 3% of the Basic Hourly Rate is added to the total hourly rate and overtime hourly rate for the National Employees Benefit Board.

<sup>&</sup>lt;sup>b</sup> This amount is factored at the applicable overtime rate.

<sup>&</sup>lt;sup>c</sup> This amount includes \$0.01 for the National Labor-Management Cooperation Committee, and the remainder of the amount is for the Administrative Maintenance Fund. This amount (AMF) is factored at the applicable overtime rate

<sup>&</sup>lt;sup>d</sup> Applies to the first 2 hours of overtime on a regular workday. All hours in excess of 10 hours will be paid at the double time rate.

Applies to the first 8 hours on Saturday. All hours in excess of 8 hours on Saturday will be paid the Sunday and Holiday double time rate.

# # METAL ROOFING SYSTEMS INSTALLER

Determination: C-MR-2012-1

Issue Date: August 22, 2012

Expiration date of determination: July 31, 2013\*\* 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.

Localities: All localities within Alameda, Contra Costa, Mendocino, and Solano Counties. (REF: 232-81-1)

			Fmulon	Document	5		Commission Time	į	<u>ر</u>		Debe	
			1.41111107	LI AYMEN	2				3	HILL HOURS	7	
	Basic	Health		Vacation				Total			Sunday/	
	Hourly	and	-	And				Hourly	Daily	Saturday	Holiday	
Classification	Rate	Welfare	Pension	Holiday	Training	Other	Hours	Rate	(1½ X)		(2 X)	

# Metal Roofing Systems Installer

\$4.25 \$3.10

\$7.25

\$30.56

\$0.52

\$0.39 8.0

0\* \$46.07

07 \$61.35<sup>(b)</sup> \$61.35<sup>(b)</sup>

\$76.63

http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 1, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at # Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet at http://www.dir.ca.gov/das/das.html.

<sup>b</sup> Rate applies to the first 4 daily overtime hours and first 12 hours worked on Saturday; all other time is paid at the Sunday/Holiday overtime hourly \*Saturdays in the same workweek may be worked at straight-time if job is shut down during the normal workweek due to inclement weather.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Höliday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at http://www.dir.ca.gov/OPRL/PWD. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director — Research Unit at (415) 703-4774. TRAVEL AND/OR SUBSISTENCE PAYMENT: in accordance, with Labor Cour Sections 1777. TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or at <a href="http://www.dir.ca.gov/OPRL/PWD">http://www.dir.ca.gov/OPRL/PWD</a>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting 1005-071 of the Director - Research Unit at (415) 703-4774.



# # METAL ROOFING SYSTEMS INSTALLER

Determination: C-MR-2012-1A

Issue Date: August 22, 2012

Expiration date of determination: September 30, 2012\* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director – Research Unit at (415) 703-4774 for the new rates after 10 days from the expiration date; if no

subsequent determination is issued.

Localities: All localities within Amador and El Dorado Counties: (REF: 830-232-15)

			Employ	Employer Payments	"S		Straight	-Time	Overti	Overtime Hourly Rate	Rate
	Basic	Health		Vacation		ı		Total			Sunday/
	Hourly	And		And				Hourly	Daily	Saturday	Holiday
Classification	Rate	Welfare	Welfare Pension	Holiday	Training Other	Other	Hours	Rate	(1½.X)	(1½ X)	(2 X)
Amador County: # Metal Roofing Systems Installer	\$20.41	\$5:79	\$2:80	\$3:74	\$0.20	\$0.05	.0.8	\$32.99	\$43.19	\$43.19 <sup>b</sup>	\$53,40
El Dòrado County: # Metal Roofing Systems Installer	\$18.81	\$5:35	\$2:80	\$3.48	\$0.20	•	8.0	\$30.64	\$40.045	\$40.045 <sup>b</sup>	\$49.45:

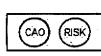
٩ Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet at http://www.dir.ca.gov/OPRLPWAppWage/PWAppWageStart.asp. obtain any apprentice wage rates as of July 1, 2008 and prior to September 1, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at http://www.dir.ca.gov/das/das.html

The credit for employer payments do not have to be computed on an annualized basis where the employer seeks credit for employer payments that are higher for public works projects than private construction performed by the same employer. The director determined that annualization would not serve the purpose of this chapter pursuant to

Saturdays in the same workweek may be worked at straight-time if job is shut down for 2 or more days during the normal workweek due to wind, rain, snow or ice, fog, frost, California Labor Code Section 1773.1(d)(4).

\* There is no predetermined increase applicable to this determination.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial/Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <a href="http://www.dir.ca.gov/OPRL/PWD">http://www.dir.ca.gov/OPRL/PWD</a>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.



# # METAL ROOFING SYSTEMS INSTALLER

Determination: C-MR-2012-1B

Issue Date: August 22, 2012

Expiration date of determination: September 30, 2012\* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director – Research Unit at (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

Localities: All localities within Butte, Lassen, Marin, Placer, Sacramento, San Joaquin, Sonoma, Yolo and Yuba Counties. (REF: 830-232-16)

			Employ	Employer Payments	2		Straight-Time	Time	Overt	Overtime Hourly Rate	y.Rafe
	Basic	Health		Vacation	:			Total			Sunday/
	Hourly	And	•	And				Hourly	Daily	Saturday	Holiday
Classification	Rate	Welfare	Pension.	Holiday*	Welfare Pension Holiday Training Other Hours	Other	Hours	Rate	(1½.X)	(1½.X)	(1½ X)
Butte, Lassen, Placer, Sacramento, Yolo and Yuba Counties: # Metal Roofing Systems Installer \$31.88	o and Yuba \$31.88	Counties:	•	۵	I	\$10.90	0.8	\$42.78	\$58.72°	\$58.72	\$58.72°
San Joaquin County: # Metal Roofing.Systems Installer	\$28.49	•	,	ه .	ı	\$10.75	9:0	\$39,24	\$53:485	\$53;485° \$53,485° \$53;485°	\$53,485°
Marin and Sonoma Counties: # Metal Roofing Systems Installer	\$34,06	62'5\$	\$3.45:	م	\$0,30	•	0.8	\$43.60	\$60.63	\$60.63°	\$60.63°

٥ # Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet at http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp. obtain any apprentice wage rates as of July 1, 2008 and prior to September 1, 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

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 coffectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be paid, shall be all holidays upon the general prevailing the general prevailing hourly wage rate for Holiday work shall be paid, shall be paid, shall be paid, shall be paid to the general prevailing the general pre may obtain the holiday provisions for the current determinations on the Internet at http://www.dir.ca.gov/OPRL/PWD. Holiday provisions for current or superseded determinations may be obtained by confacting the Office of the Director – Research Unit at (415) 703-4774.



Basic Hourly Rate and Employer Payments are based on the Davis-Bacon Wage Determination.

Included in straight-time hourly rate.

Rate applies to all hours work in excess of 8 hours per day and 40 hours during any one week.

<sup>\*</sup> There is no predetermined increase applicable to this determination.

# # METAL ROOFING SYSTEMS INSTALLER

Determination: C-MR-2008-1C

Issue Date: August 22, 2008;

Relations. Contact the Division of Labor Statistics and Research at (415) 703-4774 for the new rates after 10 days from the expiration date, if no Expiration date of determination: September 30, 2008\* Effective until superseded by a new determination issued by the Director of Industrial subsequent determination is issued.

Localities: All localities within Calaveras County. (REF: 830-166-4)

			Employ	r Paymen	ts.ª	ı	Straight-Tin	Time	Over	vertime Hour	y Rate
	Basic Hourly	Health And		Vacation And	ě	•		Total Hourly	Daily	Saturday	Sunday/ Holiday
Classification	Rate	Welfare	Pension	Holiday	Training	Other	Hours	Rate	(1½ X)	(1½ X)	(2 X)
Metal Roofing Systems Installer	\$47.59	•	•		\$0.45	. •	8.0	\$48:04	\$71.835	\$71.835	\$71.835

reassigned by the Department of Industrial Relations from the Division of Labor Statistics and Research to the Division of Apprenticeship Standards. To obtain any apprentice #Indicates an apprenticeable craft. Effective as of July 1, 2008, the issuance and publication of the prevailing wage apprentice schedules/apprentice wage rates have been schedules/apprentice wage rates, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards website at

The credit for employer payments do not have to be computed on an annualized basis where the employer seeks credit for employer payments that are higher for public works projects than private construction performed by the same employer. The director determined that annualization would not serve the purpose of this chapter pursuant to California Labor Code Section 1773.1(d)(4).

bincludes an amount for Health and Welfare, Pension, Vacation/Holiday, Dues Check Off, and Other Payments.

Rate applies to all hours work in excess of 8 hours per day and 40 hours during any one week.

\* There is no predetermined increase applicable to this determination.

rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <a href="http://www.dir.ca.gov/DI.SR/PWID">http://www.dir.ca.gov/DI.SR/PWID</a>. Holiday provisions for current or superseded determinations may be obtained by contacting the Prevailing Wage: Unit at (415) 703-4774. RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing

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 http://www.dir.ca.gov/DLRS/PWD. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at You may obtain the travel and/or subsistence requirements for the current determinations, on the Internet each worker to execute the work.



# # METAL ROOFING SYSTEMS INSTALLER

Determination: C-MR-2012-1D

Issue Date: August 22, 2012

Expiration:date:of.determination: September 30, 2012\* Effective until superseded by a new determination issued by the Director of Industrial. Relations. Contact the Office of the Director - Research Unit at (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

Localities: All localities within Fresno County. (REF: 830-232-18)

		•	Employ	er Paymen	ıts	!	Straight-Time	-Time	Overti	Overtime Hourly	Rate
	Basic	Health		Vacation		l		Total		-	
	Hourly	And		And				Hourly	Daily	Salurday	Holiday
Classification	Rate	Welfare	Pension	Holiday	Training	Other	Hours	Rate	(1½.X)	(X.%I)	(2 X)
Freeno County:			i		! !						
# Metal Roofing Systems Installer	\$23.05	\$3.60	\$3,60	đ	\$0.10	1	8.0	\$30:35	\$41.875	\$41.875	\$53.40

٥ # Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet at http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp. obtain any apprentice wage rates as of July 1, 2008 and prior to September 1, 2012, please contact the Division of Apprenticeship Slandards or refer to the Division of Apprenticeship Standards' website at http://www.dir.ca.gov/das/das.html

\*Included in straight-time hourly rate.

\* There is no predetermined increase applicable to this determination.

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 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 may obtain the holiday provisions for the current determinations on the Internet at http://www.dir.ca.gov/OPRL/PWD. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director - Research Unit at (415) 703-4774.



# # METAL ROOFING SYSTEMS INSTALLER

Determination: C-MR-2008-1E

ssue Date: August 22, 2008

Relations. Contact the Division of Labor Statistics and Research at (415) 703-4774 for the new rates after 10 days from the expiration date, if no Expiration date of determination: September 30, 2008\* Effective until superseded by a new determination issued by the Director of Industrial subsequent determination is issued.

Localities: All localities within Humboldt, Madera, Napa, and Shasta Counties. (REF: 830-232-17)

			Employ	Employer Payments	ts		Straight-Time	-Time	Overfir	Overfime Hourly Rate	Rate
	Basic	Health		Vacation		1		Total			Sunday/
	Hourly	And		And .				Hourly	Daily	Saturday	Holiday
Classification	Rate	Welfare	Pension	Holiday	Holiday Training	Other	Hours		(1½X	(X-XI)	(1½ X)
Humboldt County: ## Metal Roofing Systems installer	\$16.00		•	•		\$2.00	.8.0	\$18:00	\$26.00	\$26.00	\$26.00
Madera County: # Metal Roofing.Systems Installer	\$26.75	\$2.00	\$2:00	1	\$0.15	•	8.0	\$30.90	\$44.275	\$44.275 \$44.275	\$44.275*
Napa County: ## Metal Roofing Systems Installer	\$18:00			\$0.35		•	8.0	\$18.35	\$27.35	\$27.35	\$27.35
Shasta County: ## Metal Roofing Systems Installer	\$19.83	ı			\$0.20	i	8.0	\$20.03	\$29,945	\$29,945 \$29,945	\$29:945*

reassigned by the Department of Industrial! Relations from the Division of Labor Statistics and Research to the Division of Apprenticeship Standards. To obtain any apprentice # Indicates an apprenticeable craft. Effective as of July 1, 2008, the issuance and publication of the prevailing wage apprentice schedules/apprentice wage rates have been schedules/apprentice wage rates, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards website at

## Rates for apprentices are not available in the General Prevailing Wage Apprentice Schedule.

Rate applies to all hours work in excess of 8 hours per day and 40 hours during any one week.

\* There is no predetermined increase applicable to this determination.

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 shall be paid shall be as provided in Section 6700 of the Government Code. You 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 Holiday provisions for current or superseded may obtain the holiday provisions for the current determinations on the Internet at <a href="http://www.dir.ca.gov/DLSR/PWD">http://www.dir.ca.gov/DLSR/PWD</a>, determinations may:be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

You may obtain the travel and/or subsistence requirements for the current determinations on the Internet at 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 http://www.dir.ca.gov/DLRS/PWD: Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at each worker to execute the work. (415) 703-4774



# # METAL ROOFING SYSTEMS INSTALLER

Determination: C-MR-2012-2F

Issue Date: August 22, 2012

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 Expiration date of determination: December 31, 2012\*\* The rate to be paid for work performed after this date has been determined. Research Unit for specific rates at (415) 703-4774.

Localities: All localities within Los Angeles, Orange, Riverside and San Bernardino Counties. (REF: 166-102-1)

			Employ	er Pavments			Straight-Time	Time	Over	vertime Hourly	Rate
	Basic	Health		Vacation				Total			Sunday/
	Hourly	and		And				Hourly	Daily	Daily Saturday Holiday	Holiday
Classification	Rate	Welfare	Pension	Holiday 7	Fraining (	Other	Hours	Rate	(X %I)	(1%X)	(2 X)

# Metal:Roofing Systems Installer

\$10.85

\$8.37

\$41.45

\$1.12

\$0.47

8.0

\$62.26

\$82.99 \$82.99 ٥

# Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet at http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp. obtain any apprentice wage rates as of July 1, 2008 and prior to September 1, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at <a href="http://www.dir.ca.gov/das/das.html">http://www.dir.ca.gov/das/das.html</a>.

Includes amount withheld for Working Dues.

Rate applies for the first 4 overtime hours Monday through Friday and the first 12 hours worked on Saturday. All other time is paid at the Sunday/Holiday overtime rate. Saturdays in the same workweek may be worked at straight-time if job is shut down during the normal workweek due to inclement weather.

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 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 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. may obtain the holiday provisions for the current determinations on the Internet at http://www.dir.ca.gov/OPRL/PWD. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director - Research Unit at (415) 703-4774

http://www.dir.ca.gov/OPRL/PWD. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director.— FRAVEL 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 Research Unit at (415) 703-4774.

23-6



## # METAL ROOFING SYSTEMS INSTALLER

Determination: C-MR-2012-1G

Issue Date: February 22, 2012

Relations. Contact the Division of Labor Statistics and Research at (415) 703-4774 for the new rates after ten days after the expiration date if no Expiration date of determination: June 30, 2012\* Effective until superseded by a new determination issued by the Director of Industrial

Localities: All localities within Monterey County. (REF: 166-104-10)

subsequent determination is issued.

			Empl	Imployer Paymer	ents		Straight-Time	Time	Overti	Overtime Hourly Rate	Rate
	Basic	Health		Vacation	-			Total			Sunday/
	Hourly	and		and				Hourly	Daily	Saturday	Holiday
Classification	Rate	Welfare	Pension	Holiday	Training	Other	Hours	Rate	S % E	(1% X)	(2 X)
# Metal Roofing Systems Installer	\$38.00	\$12.43	\$14.15b	ပ	\$1.66	\$0.42	8.0	\$66.66	\$86.60	\$86.60	\$106:54

reassigned by the Department of Industrial Relations from the Division of Labor Statistics and Research to the Division of Apprenticeship Standards. To obtain any apprentice # Indicates an apprenticeable craft. Effective as of July 1, 2008, the issuance and publication of the prevailing wage apprentice schedules/apprentice wage rates have been schedules/apprentice wage rates, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at

Includes amount withheld for Dues Check Off.

An amount equal to 3% of wages and employee benefits (excluding training) is added for National SASMI Fund (Wage Stabilization Plan). This amount is factored into

Included in Straight-Time hourly rate.

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.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the internet at hitp://www.dir.ca.gov/DLSR/PWD. Holiday provisions for the current determinations on the internet at hitp://www.dir.ca.gov/DLSR/PWD. Holiday provisions for the current determinations on the internet at hitp://www.dir.ca.gov/DLSR/PWD. be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

# # METAL ROOFING SYSTEMS INSTALLER

Determination: C-MR-2012-11

Issue Date: August 22, 2012

Expiration date of determination: June 30, 2013\*\* 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

Localities: All localities within San Diego County. (REF: 166-206-1)

			Employ	ver Payme	nts		Straight-Time	t-Time	Overti	time Hourk	Rate
	Basic	Health		Vacation				Total			Sunday/
	Hourly	and		And				Hourly	Daily	Saturday	Holiday
Classification	Rate	Welfare	Pension	Holiday	Training	Other	Hours	Rate	(1½ X)	(1 % X)	(2 X)
_											

# Metal Roofing Systems Installer

\$0.73

\$11.36

\$34.28° \$7.87°

0.8 \$0.50

\$71.888 \$71.88 \$54.74

\$89.02

<u>.</u>0

# Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet @ http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp. obtain any apprentice wage rates as of July 1, 2008 and prior to September 1, 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.

Includes amount withheld for Working Dues.

Includes an amount for the Sheet Metal Occupational Health Institute Trust.

Includes amount for 401K Plan.

<sup>1</sup>Includes an amount for International Training Institute.

Includes amounts for National Energy Management Institute (NEMI) Fund, Sheet Metal Workers' International Scholarship Fund (SMWSF) and Industry Fund.

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.

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 rate.

rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <a href="http://www.dir.ca.gov/OPRL/PWD">http://www.dir.ca.gov/OPRL/PWD</a>. Holiday provisions for the current or superseded determinations may 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 RECOCNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining. he obtained by contacting the Office of the Director - Research Unit at (415) 703-4774.



# # METAL ROOFING SYSTEMS INSTALLER

Determination: C-MR-2012-1J

ssue Date: February 22, 2012

Relations. Contact the Division of Labor Statistics and Research at (415) 703-4774 for new rates after 10 days from the expiration date, if no Expiration date of determination: June 30, 2013\* Effective until superseded by a new determination issued by the Director of Industrial subsequent determination is issued.

Localities: All localities within San Francisco, San Mateo and Santa Clara Counties. (REF: 166-104-1)

			Employer	Payments			Straight	-Time	Overt	ime Hourh	v Rate	
	Basic	Health		Vacation				Total		Sunday/	Sunday/	
	Hourly	and .		And				Hourly	Daily	Saturday	Holiday	
Classification	Rate	Welfare	Pension 1	loliday	Training	Other	Hours	Rate	0.8 X)	0.8 X)	, X	

Metal Roofing-Systems Installer

\$17.32

\$48.85 \$12.61

\$1:21

\$1.15

8:0°

\$105.56 \$81.14

\$129.99

\$105.56

# Indicates an apprenticeable craft. Effective as of July 1, 2008, the issuance and publication of the prevailing wage apprentice schedules/apprentice wage rates have been reassigned by the Department of Industrial Relations from the Division of Labor Statistics and Research to the Division of Apprenticeship Standards. To obtain any apprentice schedules/apprentice wage rates, 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.

Includes amount for Vacation/Holiday and Dues Check Off.

Included in Straight-Time Hourly Rate.

For San Francisco County, the Straight-Time Hours is 7 hours.

For San Francisco County: Rate applies to the first 2 daily overtime hours and the first 7 hours on Saturday only. All other time is paid at the Sunday and Holiday overtime

For San Mateo and Santa Clara Counties: 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.

rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <a href="http://www.dir.ca.gov/DLSR/PWD">http://www.dir.ca.gov/DLSR/PWD</a>. Holiday provisions for current determinations on the Internet at <a href="http://www.dir.ca.gov/DLSR/PWD">http://www.dir.ca.gov/DLSR/PWD</a>. Holiday provisions for current or superseded 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 determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

each worker to execute the work. You may obtain the travel and/or subsistence requirements for the current determinations on the Internet at <a href="http://www.dir.ca.gov/DLRS/PWD">http://www.dir.ca.gov/DLRS/PWD</a>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at FRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to (415) 703-4774

# # METAL ROOFING SYSTEMS INSTALLER

Determination: C-MR-2012-1K

Issue Date: August 22, 2012.

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 Expiration date of determination: December 31, 2012\*\* The rate to be paid for work performed after this date has been determined. If work Research Unit for specific rates at (415) 703-4774.

Localities: All localities within Santa Barbara County. (REF: 20-X-1)

			Emplo	yer Payme	nts	1	Straight-Tin	-Time	Overt	vertime Hourly Rat	Rate
	Basic	Health		Vacation				Total			Sunday/
	Hourly	and		And				Hourly	Daily	Saturday	Holiday
Classification	Rate	Welfare	Pension	Holiday	Training	Other	Hours	Rate	(1%X)	(1½ X)	ΩX Z

\$58:285 \$74.785

8.0

\$4.165

\$0.72

\$8.31

\$8.17

\$33.00

# Metal Roofing Systems Installer

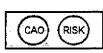
# Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet @

http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWage<u>Start.asp.</u> To obtain any apprentice wage rates as of July 1, 2008 and prior to September 1, 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.

Includes supplemental dues.

Rate applies to the first 2 daily overtime hours and the first 8 hours on Saturday. All other time is at the Sunday/Holiday rate.

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 or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774. RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing



# # METAL ROOFING SYSTEMS INSTALLER

Determination: C-MR-2012-1L

issue Date: August 22, 2012

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 – Expiration date of determination: June 30, 2013\*\* The rate to be paid for work performed after this date has been determined. If work will Research Unit for specific rates at (415) 703-4774.

Localities: All localities within Siskiyou County, (REF: 23-31-1)

Basic Health Vacation Total Total Hourly Rate Welfare Pension Holiday Training Other Hours Rate Welfare Pension Holiday Training Other Hours Rate (12, 83, 73, 73, 73, 73, 73, 73, 73, 73, 73, 7				3	<b>.</b>	4		4	Ē		(			
Health Vacation Total Total and And Hours Rais (12 X) (12 X) (14 X)				Emplo	JAEL LAVINGE	2		Straign	- 1me		Over	ime Hourly I	Kafe	
and And Fraining Other Hours Rate (115 X) (27X) (414)		Basic	Health		Vacation				Total					Sunday
Welfare Pension Holiday Training Other Hours Rate (11.5 X)		Hourly	piu		And				Hourly	Ö,	aily	Sature	lay	Holiday
TO THE COUNTY OF	Classification	Rate	Welfare	Pension	프	Training	Other	Hours	Rate	(1½ X)	(2:X)	(4.8.X)	(2X)	. X. C

.\$72:725 \$88:36 \$88.36\*

\$88.36

\$72:725<sup>d</sup>

\$57:09

0.80

\$2,39

\$0.63

\$4.05

\$8.70

# Metal Roofing Systems Installer \$31.27 \$10.05\*

Ŀ # Indicates an apprenticeable craft. The current apprentice wage rates are available on the internet at http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageSlarLasp. obtain any apprentice wage rates as of July 1, 2008 and prior to September 1, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of

Includes an amount for UBC Health & Safety Fund and National Apprenticeship Fund. Apprenticeship Standards' website at http://www.dir.ca.gov/das/das.litml

Includes an amount per hour worked for Work Fees. The vacation amount is \$2.45 per hour worked.

\*Includes amounts for Annuity Trust Fund, Industry Promotion, and Carpenter Employers Contract Administration.

Por building construction, rate applies to the first 4 hours daily overtime. All heavy, highway and engineering construction overtime worked, Monday through Friday, rate applies to the first 4 hours daily overtime.

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 or major mechanical breakdown. Rate applies to the first 8 hours for building construction and for the first 10 hours worked on heavy, highway and engineering construction.

Time and one-half shall be paid for the first eight (8) hours worked on the four (4) days of each year selected by the Union as designated off/holidays listed in the Holiday

agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <a href="http://www.dir.ca.gov/OPRL/PWD">http://www.dir.ca.gov/OPRL/PWD</a>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director — Research Unit at (415) 703-4774. 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



# # METAL ROOFING SYSTEMS INSTALLER

Determination: C-MR-2008-1M

Issue Date: August 22, 2008

Relations. Contact the Division of Labor Statistics and Research at (415) 703-4774 for the new rates after 10 days from the expiration date, if no Expiration date of determination: September 30, 2008\* Effective until superseded by a new determination issued by the Director of Industrial

Localities: All localities within Stanislaus County. (REF: 830-166-5)

subsequent determination is issued.

			Employ	er Paymen	ts a	ı	Straight	Time	Over	Overtime Hourly Rate	ly Rate	
	Basic	Health	•	Vacation		1		Total			Sunday/	
	Hourly	And		And				Hourly D	aily	Saturday	y Holiday	
Classification	Rate	Welfare	Pension	Holiday	Training Other	Other	Hours	Rate	2 X)	(4½ X)	(2 X)	
Metal Boofing Systems Installer	\$32.84b	\$7.43	\$7.22	ų	\$0.45	\$0.10	0.8	\$48:04	\$64.46 <sup>d</sup>	\$64:464	\$80.88	

reassigned by the Department of Industrial Relations from the Division of Labor Statistics and Research to the Division of Apprenticeship Standards. To obtain any apprentice # Indicates on apprenticeable craft. Effective as of July 1, 2008, the issuance and publication of the prevailing wage apprentice schedules/apprentice wage rates have been schedules/apprentice wage rates, 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 credit for employer payments do not have to be computed on an annualized basis where the employer seeks credit for employer payments that are higher for public works projects than private construction performed by the same employer. The director determined that annualization would not serve the purpose of this chapter pursuant to

California Labor Code Section 1773.1(d)(4).

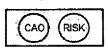
Includes amount for Vacation/Holiday and Dues Check Off.

Included in straight-time hourly rate.

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.

\* There is no predetermined increase applicable to this determination.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet, at <a href="http://www.dir.ca.gov/DLSR/PWD">https://www.dir.ca.gov/DLSR/PWD</a>. Holiday provisions for the current determinations on the Internet, at <a href="http://www.dir.ca.gov/DLSR/PWD">https://www.dir.ca.gov/DLSR/PWD</a>. Holiday provisions for the current determinations on the Internet, at <a href="http://www.dir.ca.gov/DLSR/PWD">http://www.dir.ca.gov/DLSR/PWD</a>. Holiday provisions for the current determinations on the Internet at <a href="http://www.dir.ca.gov/DLSR/PWD">http://www.dir.ca.gov/DLSR/PWD</a>. Holiday provisions for the current determinations on the Internet, at <a href="http://www.dir.ca.gov/DLSR/PWD">http://www.dir.ca.gov/DLSR/PWD</a>. Holiday provisions for the current determinations on the Internet at <a href="http://www.dir.ca.gov/DLSR/PWD">http://www.dir.ca.gov/DLSR/PWD</a>. Holiday provisions for the current determinations on the Internet at <a href="http://www.dir.ca.gov/DLSR/PWD">http://www.dir.ca.gov/DLSR/PWD</a>. Holiday provisions for the current determinations on the literature at <a href="https://www.dir.ca.gov/DLSR/PWD">https://www.dir.ca.gov/DLSR/PWD</a>. Holiday provisions for the current determination of the control of the current determination of th leterminations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774. FRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773:9, contractors shall make travel and/or/subsistence payments to atp://www.dlr.ca.gov/DLRS/PWD. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at You may obtain the travel and/or subsistence requirements for the current determinations on the each worker to execute the work. (415):703-4774



# # METAL ROOFING SYSTEMS INSTALLER

Determination: C-MR-2010-1N

ssue Date: February 22, 2010

Relations. Contact the Division of Labor Statistics and Research at (415) 703-4774 for the new rates after 10 days from the expiration date, if no Expiration date of determination: August 31, 2010\* Effective until superseded by a new determination issued by the Director of Industrial subsequent determination is issued.

Localities: All localities within Tulare County. (REF: 232-27-1)

		i	Employ	Employer Paymen	ts		Straight-Time	-Time	Overti	Overtime Hourly Rate	Rate
	Basic Hourly	Health		Vacation And		1		Total	Daily	Saturday	Sunday/ Holiday
Classification	Rate	Welfare	Pension	Holiday	Training	Other	Hours	Rate	(1½ X)	(1½X)	(2 X)
# Metal Roofing Systems Installer	\$27.65*	\$3.75	\$4.15	ء	\$0.15	•	8.0	\$35.70	\$49.52	\$49.52	\$63.35

reassigned by the Department of Industrial Relations from the Division of Labor Statistics and Research to the Division of Apprenticeship Standards. To obtain any apprentice schedules/apprentice wage rates, please contact the Division of Apprenticeship Standards website at # Indicates an apprenticeable craft. Effective as of July 1, 2008, the issuance and publication of the prevailing wage apprentice schedules/apprentice wage rates have been http://www.dir.ca.gov/das/das.html.

Includes amount for Vacation/Holiday and Dues Check Off.

Included in Straight-Time hourly rate.

agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid-shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <a href="http://www.dir.ca.gov/DLSR/PWD">http://www.dir.ca.gov/DLSR/PWD</a>. Holiday provisions for the current determinations on the Internet at <a href="http://www.dir.ca.gov/DLSR/PWD">http://www.dir.ca.gov/DLSR/PWD</a>. Holiday provisions for the current or superseded 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 Holiday provisions for current or superseded Jeterminations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

FRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Gode Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to http://www.dir.ca.gov/DLRS/PWD. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at You may obtain the travel and/or subsistence requirements for the current determinations on the worker to execute the work. (415) 703-4774

# # METAL ROOFING SYSTEMS INSTALLER

Determination: C-MR-2008-10

Issue Date: August 22, 2008

Relations. Contact the Division of Labor Statistics and Research at (415) 703-4774 for the new rates after 10 days from the expiration date, if no Expiration date of determination: September 30, 2008\* Effective until superseded by a new determination issued by the Director of Industrial subsequent determination is issued.

Localities: All localities within Ventura County. (REF: 830-166-6)

			Employ	er Paymen	ts		Straight-Time	Time	Over	time Hour	Overtime Hourly Rate
	Basic	Health	ļ. 	Vacation		Ī		Total			Sunday/
	Hourly	And		And				Hourly	Daily	Saturday	Holiday
Classification	Rate	Welfare	Pension	Holiday	Training	Other	Hours	Rate	(1½ X)	(1½ X)	(2 X)
# Metal Roofing Systems Installer	\$30.29	\$6.60	\$5.75	ú	\$0.80	\$0.54	8.0	\$43:98	\$59.13 <sub>4</sub>	\$59.13 <sup>d</sup>	\$74.27

# Indicates an apprenticeable craft. Effective as of July 1, 2008, the issuance and publication of the prevailing wage apprentice schedules/apprentice wage rates have been reassigned by the Department of Industrial Relations from the Division of Labor Statistics and Research to the Division of Apprenticeship Standards. To obtain any apprentice schedules/apprentice wage rates, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at

Includes amount withheld for Dues Check Off.

Includes amount withheld for COLA Fund.

Included in straight-time hourly rate.

Rate applies to the first 4 overtime hours Monday through: Friday and the first 8 hours on Saturday & Sunday. All other overtime is paid at the Double time and Holiday rate. Rate applies after 4 overtime-hours Monday through Friday, after 8 hours Saturday and Sunday and all hours worked on Holidays.

There is no predetermined increase applicable to this determination.

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 shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <a href="http://www.dir.ca.gov/DLSR/PWD">http://www.dir.ca.gov/DLSR/PWD</a>. Holiday provisions for the current determinations on the Internet at <a href="http://www.dir.ca.gov/DLSR/PWD">http://www.dir.ca.gov/DLSR/PWD</a>. Holiday provisions for the current determinations on the Internet at <a href="http://www.dir.ca.gov/DLSR/PWD">http://www.dir.ca.gov/DLSR/PWD</a>. Holiday provisions for the current determinations on the Internet at <a href="http://www.dir.ca.gov/DLSR/PWD">http://www.dir.ca.gov/DLSR/PWD</a>. Holiday provisions for the current determinations on the Internet at <a href="http://www.dir.ca.gov/DLSR/PWD">http://www.dir.ca.gov/DLSR/PWD</a>. Holiday provisions for the current determinations on the Internet at <a href="http://www.dir.ca.gov/DLSR/PWD">http://www.dir.ca.gov/DLSR/PWD</a>. Holiday provisions for the current determinations on the Internet at <a href="http://www.dir.ca.gov/DLSR/PWD">http://www.dir.ca.gov/DLSR/PWD</a>. Holiday provisions for current or supersected at <a href="http://www.dir.ca.gov/DLSR/PWD">http://www.dir.ca.gov/DLSR/PWD</a>. Holiday provisions for current or supersected at <a href="http://www.dir.ca.gov/DLSR/PWD">http://www.dir.ca.gov/DLSR/PWD</a>. RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining 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 execute the work. You may obtain the travel and/or subsistence requirements for the current determinations on the Internet at http://www.dir.ca.gov/DLRS/PWD. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at

21-15

# CRAFT: DRIVER (ON/OFF-HAULING TO/FROM CONSTRUCTION SITE)

Determination: C-MT-261-X-265-2011-1

Issue Date: August 22, 2011

Relations. Contact the Division of Labor Statistics and Research at (415) 703-4774 for the new rates after 10 days from the expiration date, if no Expiration date of determination: July 31, 2012\* Effective until superseded by a new determination issued by the Director of Industrial subsequent determination is issued

Localities: All localities within Alameda, Contra Costa, Marin, Napa, Solano and Sonoma Counties.

		-	Employer Paym	r Payment	· s		Straight-Tim	Time	Overti	Overtime Hourly Ra	Rate
	Basic	Health		Vacation		ī		Total			Sunday/
	Hourly	and		And				Hourly	Daily	Saturday	Holiday
Classification	Rate	Welfare	Pension	Holiday	Training	Other	Hours	Rate		(1½ X)	(2 X)
Ready Mix Driver	\$25.65	\$8.41	\$5:75	\$2:25.		ï	0:8	\$42.06	\$54.89	\$54.89	\$67.71

agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <a href="http://www.dlr.ca.gov/DLSR/PWD">http://www.dlr.ca.gov/DLSR/PWD</a>. Holiday provisions for the current determinations on the Internet at <a href="http://www.dlr.ca.gov/DLSR/PWD">http://www.dlr.ca.gov/DLSR/PWD</a>. Holiday provisions for current or superseded 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 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 http://www.dir.ca.gov/DLRS/PWD. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at requirements for the current determinations on the Internet You may obtain the travel and/or subsistence each worker to execute the work.

# CRAFT: DRIVER (ON/OFF-HAULING TO/FROM CONSTRUCTION SITE)

**Determination:** C-MT-830-261-5-2009-1

ssue Date: February 22, 2009

Relations. Contact the Division of Labor Statistics and Research at (415) 703-4774 for the new rates after 10 days from the expiration date; if no Expiration date of determination: March 3, 2010\* Effective until superseded by a new determination issued by the Director of Industrial

Localities: All localities within Alpine, Amador, Calaveras, San Joaquin and Tuolumne Counties subsequent determination is issued.

			- F	6	,			Î	1	YY
			Employ	er Paymei	Its	į	Straight-lim	- Ime	Cyerime	HOULTY KATE
	Basic	Health		Vacation				Total		Sunday/
	Hourly	And		And				Hourly	Daily	Holiday
Classification	Rate	Welfare	Pension	Holiday	Training	Other	Hours	Rate	(1½.X)	(1½ X)

\$3.09 Driver: Mixer Truck

\$1.005<sup>b</sup>

8.0

\$24,195

\$34,245°

\$34.245

The contribution applies to all hours until \$535.26 is paid for the month.

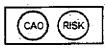
\$1.39 after 3 years of service

Rate applies to work in excess of eight (8) hours daily and forty (40) hours weekly.

\* There is no predetermined increase applicable to this determination.

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. 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/DUSR/PWD. Holiday provisions for current or superseded 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 determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

http://www.dir.ca.gov/DLRS/PWD. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774. FRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to



# CRAFT: DRIVER (ON/OFF-HAULING TO/FROM CONSTRUCTION SITE)

Determination: C-MT-261-150-53-2009-2

Issue Date: August 22, 2009

Contact the Division of Labor Statistics and Research at (415) 703-4774 for new rates after 10 days from the expiration date, if no subsequent Expiration date of determination: June 30, 2010\* Effective until superseded by a new determination issued by the Director of Industrial Relations. determination is issued.

Localities: All localities within Butte, Colusa, El Dorado, Placer, Sacramento, Sutter, Yolo and Yuba Counties.

			Finalog	Pr. Paumen	<u>a</u>		Service At Time	i di	6	time House	. D.	
	Basic	Health		Vacation	2		and district	Total	T CALCULA	TINOTT SIIT	Sunday/	
	Hourly	And		And				Hourly	Daily	Saturday	Holiday	
Classification	Rate	Welfare	Pension	Holiday	Training	Other	Hours	Rate	(1½ X)	(1/2 X)	[5]	
					;						<u>.</u>	

Health and Welfare is applicable for workers who have worked at least eighty (80) hours in the previous calendar month. Contribution applies to all work until \$1195 is paid for the

\$55.61

\$42.36

8.0

\$8.976

\$6.89

\$26.50

Driver: Mixer Truck

An amount (\$4:66) shall be paid for all hours worked up to 173 hours per month.

\$0.92 after 30 days of service with the employer

\$1.43 after 1 year of service with the employer

\$1.94 after 2 years of service with the employer

\$2.96 after 15 years of service with the employer \$2.45 after 5 years of service with the employer

\$3.47 after 25 years of service with the employer

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.dr.ca.gov/DLSR/PWD. Floliday provisions for current or superseded determinations may obtained by contacting the Prevailing Wage Unit at (415) 703-4774.



# CRAFT; DRIVER (ON/OFF-HAULING TO/FROM CONSTRUCTION SITE)

Determination: C-MT-261-624-17-2009-1

Issue Date: February 22, 2009

Relations. Contact the Division of Labor Statistics and Research at (415) 703-4774 for the new rates after 10 days from the expiration date, if no Expiration date of determination: March 3, 2010\* Effective until superseded by a new determination issued by the Director of Industrial subsequent determination is issued

Localities: All localities within Del Norte, Humboldt and Mendocino Counties.

		,	Employ	er Paymen	ts		Straight-Time	-Time	Overtime Hourly R	Tourly Rate
-	Basic	Health		Vacation		1		Total		Sunday/
	Hourly	And		And				Hourly	Daily	Holiday
Classification	Rate	Welfare	Pension	Holiday	Training	Other	Hours	Rate	(4½X)	(1½ X)
					1				-	
Driver: Mixer Truck	\$22.50	\$4.81	\$5.60	\$2:00	ï	ı	8:0	\$34:91	\$46.16 <sup>b</sup>	\$46.16

\*The contribution applies to all hours until \$833.00 is paid for the month.

<sup>b</sup> Rate applies to work in excess of eight (8) hours daily and forty (40) hours weekly.

\* There is no predetermined increase applicable to this determination.

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 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 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 Holiday provisions for current or superseded may obtain the holiday provisions for the current determinations on the Internet at http://www.dir.ca.gov/DLSR/PWD. determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774:

http://www.dir.ca.gov/DLRS/PWD. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at FRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to You may obtain the travel and/or subsistence requirements for the current determinations on each worker to execute the work.



# CRAPT: DRIVER (ON/OFF-HAULING TO/FROM CONSTRUCTION SITE)

Determination: C-MT-830-261-4-2009-1

issue Date: February 22, 2009

Expiration date of determination: March 3, 2010\* Effective until superseded by a new determination issued by the Director of Industrial Relations: Contact the Division of Labor Statistics and Research at (415) 703-4774 for new rates after 10 days from expiration date, if no subsequent determination is issued.

Localities: All localities within Fresno, Madera, Mariposa, Merced and Stanislaus Counties.

			Employe	r Paymen	ts	1	Straight-Tim	-Time	Overtime	Hourly Rate
	Basic	Health		Vacation		l		Total		Sunday/
	Hourly	And		PuV	•			Hourly	Daily	Holiday
Classification	Rate	Welfare	Pension	Holiday	Training O	Other	Hours	Rate	(1½ X)	(4½ X)

\$5.44 \$18.50 Driver: Mixer Truck

\$33.90

 $$33.90^{\circ}$ 

\$24,65

8.0

\$0.71<sup>b</sup>

\$1.42 after I year of service: for the employer

The contribution applies to all hours until \$943.38 is paid for the month.

\$1.78 after 5 years of service for the employer

Rate applies to work in excess of eight (8) hours daily and forty (40) hours weekly. \$2.13 after 15 years of service for the employer

\* There is no predetermined increase applicable to this determination.

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 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 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 Holiday provisions for current or superseded may obtain the holiday provisions for the current determinations on the Internet at <a href="http://www.dir.ca.gov/DLSR/PWD">http://www.dir.ca.gov/DLSR/PWD</a>. determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

each worker to execute the work. You may obtain the travel and/or subsistence requirements for the current determinations on the Internet at http://www.dir.cn.gov/DLRS/PWD. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Prevailing Wage-Unit at 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



# CRAFT: DRIVER (ON/OFF-HAULING TO/FROM CONSTRUCTION SITE)

Determination: C-MT-830-261-2-2009-1

Issue Date: February 22, 2009

subsequent determination is issued;

Relations. Contact the Division of Labor Statistics and Research at (415) 703-4774 for the new rates after 10 days from the expiration date, if no Expiration date of determination: March 3, 2010\* Effective until superseded by a new determination issued by the Director of Industrial

Localities: All localities within Glenn, Lassen, Modoc, Plumas, Shasta, Siskiyou, Tehama, and Trinity Counties.

			Employ	yer Paymen	ts.	,	Straight-Time	Time	Overtime	Overtime Hourly Rate
	Basic	Health		Vacation		ı		Total	1	Sunday/
	Hourly	And		And				Hourly	Daily	Holiday
Classification	Rate	Welfare	Pension	Holiday	Training	Other	Hours	Rate	(1½ X)	(1½ X)
		v								

\$26.34°

\$18.94

ý.

89:0\$

\$3.46

Driver: Mixer Truck

\*The contribution applies to all hours until \$600 is paid for the month.

b \$0.97 after 2 years of service

Rate applies to work in excess of eight (8) hours daily and forty (40) hours weekly.

\* There is no predetermined increase applicable to this determination.

RECOGNIZED HOLIDAVS: 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/DLSR/PWD. Holiday provisions for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774. FRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to http://www.dir.ca.gov/DLRS/PWD. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at Internet at You may obtain the travel and/or subsistence requirements for the current determinations on the each worker to execute the work.



# CRAFT: DRIVER (ON/OFF-HAULING TO/FROM CONSTRUCTION SITE)

Determination: C-MT-261-36-95-2010-1

ssue Date: February 22, 2010

Relations. Contact the Division of Labor Statistics and Research at (415) 703-4774 for the new rates after 10 days from the expiration date, if no Expiration date of determination: August 28, 2010\* Effective until superseded by a new determination issued by the Director of Industrial subsequent determination is issued.

Localities: All localities within Imperial and San Diego Counties.

			Employ	er Paymen	2		Straight-Tin	-Time	Overtime	Hourly-Rate
	Basic	Health		Vacation		ı		Total		Sunday/
	Hourly	And		And				Hourly	Daily	Holiday
Classification	Rate	Welfare	Pension	Holiday	Training	Other	Hours	Rate	(1½ X)	(2 X)

\$3.10 \$4.75 525:05 Mixer Driver

\$46.68

\$34,15

8.0

\$1.25°

The contribution applies to all hours until \$823.00 is paid for the month.

\$2.22 after 7 years of service.

Rate applies to work in excess of eight (8) hours daily and forty (40) hours weekly. All work in excess of 12 hours daily shall be paid the Sunday/Holiday (2X) rate.

agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <a href="http://www.dir.ca.gov/DI.SR/PWD">http://www.dir.ca.gov/DI.SR/PWD</a>. Holiday provisions for the current determinations on the Internet at <a href="http://www.dir.ca.gov/DI.SR/PWD">http://www.dir.ca.gov/DI.SR/PWD</a>. Holiday provisions for current or superseded 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 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 http://www.dir.ca.gov/DLRS/PWD. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at requirements for the current determinations on the You may obtain the travel and/or subsistence worker to execute the work. each



# CRAFT: DRIVER (ON/OFF-HAULING TO/FROM CONSTRUCTION SITE)

Determination: C-MT-830-261-12-2009-1

Issue Date: February 22, 2009

Relations. Contact the Division of Labor Statistics and Research at (4.15) 703-4774 for the new rates after 10 days from the expiration date, if no Expiration date of determination: March 3, 2010\* Effective until superseded by a new determination issued by the Director of Industrial

Localities: All localities within Inyo, Mono and San Bernardino Counties.

subsequent determination is issued.

rly Rate	unday/	loliday	
Overtime Hou	S	Daily Holiday	
Straight-Time	Total	Hourly	
ments	tion	· <del>- a</del>	
nployer Pay	Vaca	Ϋ́	
ā	Health	y And And	1
		Hourly	
			1

Training Other Welfare Pension Holiday Classification

\$38,115

\$28.59

\$1.71

\$6.66

\$19.05

Driver: Mixer Truck

The contribution applies to all hours until \$1155.24 is paid for the month.

\$1.54 after 7 years of service

\$1.91 after 14 years of service

Rate applies to work in excess of eight (8) hours daily and forty (40) hours weekly.

There is no predetermined increase applicable to this determination.

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 may obtain the holiday provisions for the current determinations on the Internet at http://www.dir.ca.gov/DLSR/PWD. Holiday provisions for current or superseded 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 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 determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774. FRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to http://www.dir.ca.gov/DLRS/PWD. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at the current determinations on the You may obtain the travel and/or subsistence requirements for worker to execute the work. 415) 703-4774 each



# CRAFT: DRIVER (ON/OFF-HAULING TO/FROM CONSTRUCTION SITE)

Determination: C-MT-261-87-119-2011-1

Issue Date: February 22, 2011

Expiration date of determination: January 15, 2012\* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Division of Labor Statistics and Research at (415) 703-4774 for new rates after 10 days from the expiration date, if no subsequent determination is issued.

Localitles: All localities within Kern, Kings and Tulare Counties.

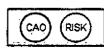
			Employ	Employer Paymen	<u>8</u>		Straight-	Time	Overt	ime Hourk	Rate	
	Basic	Health		Vacation		ı		Total		Saturday/	Saturday/	
:	Hourly	And		And				Hourly	Daily	Holiday	Sunday	
Classification	Rate	Welfare	Pension	Holiday	Training	Other	Hours	Rate	(1½ X)	(1½X)	(2 X)	
					I							ĺ
Driver: Mixer Truck	\$20.11	\$4.89	\$3.05	\$0.70°	,		8.0	\$28:75	\$38.116	\$38.11°	\$48.16	

The contribution applies to all hours until \$847.50 is paid for the month.

year of employment, Vacation and Holiday increases to \$1.08. After 2: years of employment, Vacation and Holiday increases to \$1.47. After 8 years of employment, Vacation and Holiday increases to \$1.86. Applies to workers who have been on payroll for thirty (30) days. After 1

Overtime is paid at two times (2x), the basic hourly rate for work performed in excess of twelve (12) hours in any work day.

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 Holiday provisions for current or superseded may obtain the holiday provisions for the current determinations on the Internet at <a href="http://www.dir.ca.gov/DLSR/PWD">http://www.dir.ca.gov/DLSR/PWD</a>, 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 http://www.dir.ca.gov/DLRS/PWD. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at requirements for the current determinations on You may obtain the travel and/or subsistence the work. each worker to execute



# CRAFT: DRIVER (ON/OFF-HAULING TO/FROM CONSTRUCTION SITE)

Determination: C-MT-261-624-18-2009-1

Issue Date: February 22, 2009

Expiration date of determination: March 3, 2010\* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Division of Labor Statistics and Research at (415) 703-4774 for new rates after 10 days from expiration date, if no

subsequent determination is issued.

Localities: All localities within Lake County.

Straight-Time Overtime Hourly Rate	Total Daily/	Hourly Holiday Sunday	Other Hours Rate (1½ X)
Employer Payments	Vacation	And	Pension Holiday Training
	Health	And	Welfare
	Basic	Hourly	Rate
			Classification

Driver; Mixer Truck \$20.60 \$4.81

\$43.71

\$33,41

8.0

\$2.00

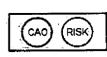
\$6.00

<sup>b</sup> Rate applies to work in excess of eight (8) hours daily, forty (40) hours weekly and all hours worked on holidays. \* The contribution applies to all hours until \$833.00 is paid for the month

There is no predetermined increase applicable to this determination.

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 Holiday provisions for current or superseded 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. may obtain the holiday provisions for the current determinations on the Internet at <a href="http://www.dir.ca.gov/DESR/PWD">http://www.dir.ca.gov/DESR/PWD</a>. Holiday provisions for the current determinations on the Internet at <a href="http://www.dir.ca.gov/DESR/PWD">http://www.dir.ca.gov/DESR/PWD</a>. Holiday provisions for current of current of superse 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 http://www.dir.ca.gov/DJRS/PWD. Travel and/or subsistence.requirements for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at the current determinations on the You may obtain the travel and/or subsistence requirements for each worker to execute the work.



# CRAFT: DRIVER (ON/OFF-HAULING TO/FROM CONSTRUCTION SITE)

Determination: C-MT-261-X-258-2009-2.

Issue Date: August 22, 2009

Relations. Contact the Division of Labor Statistics and Research at (415) 703-4774 for the new rates after 10 days from the expiration date, if no Expiration date of determination: June 30, 2010\* Effective until superseded by a new determination issued by the Director of Industrial subsequent determination is issued.

Localities: All localities within Los Angeles, Orange and Ventura Counties.

Overtime Hourly Rate		Daily Holiday Sunday	
raight-Time (	[평	Hourly Dz	-
Straig	1		Other Hours
nplover Payments	Vacation	And	sion Holiday <sup>a</sup> Training
Ē	Health	And	Welfare Per
	Basic	Hourly	Rate
			Classification

New hires will be subject to employment at hourly rates that are four dollars (\$4.00) less, three dollars (\$3.00) less, two dollars (\$2.00) less, and one dollar (\$1.00) less than the straight time hourly rate for time periods of twelve (12) months each until they reach the Journeyman basic hourly rate.

\$40.33

\$29.70

8.0

50.416

\$3.44

\$4.60

Ready Mix Driver

The contribution applies to all hours until \$796.50 is paid for the month. \$0.98 after 4 months of service

\$1.39 after I year of service

\$1.80 after 7 years of service

22 21 after 14 years of service

Includes \$0.57 for Holidays after four (4) months, which would be deducted from the Vacation/Holiday rate if you choose to adopt the paid days off enumerated in the Holiday

Emergency work and breakdown on Sundays shall be paid at time and one-half (1/5x) the straight time rate.

agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <a href="http://www.dir.ca.gov/DLSR/PWD">http://www.dir.ca.gov/DLSR/PWD</a>. Holiday provisions for the current determinations on the Internet at <a href="http://www.dir.ca.gov/DLSR/PWD">http://www.dir.ca.gov/DLSR/PWD</a>. Holiday provisions for current determinations on the Internet at <a href="http://www.dir.ca.gov/DLSR/PWD">http://www.dir.ca.gov/DLSR/PWD</a>. Holiday provisions for the current determinations on the Internet at <a href="http://www.dir.ca.gov/DLSR/PWD">http://www.dir.ca.gov/DLSR/PWD</a>. Holiday provisions for the current determinations on the linearest at <a href="http://www.dir.ca.gov/DLSR/PWD">http://www.dir.ca.gov/DLSR/PWD</a>. Holiday provisions for the current determinations on the linearest at <a href="http://www.dir.ca.gov/DLSR/PWD">http://www.dir.ca.gov/DLSR/PWD</a>. Holiday provisions for current or superseded RECOGNIZED HOLIDAVS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774. FRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to http://www.dir.ca.gov/DLRS/PWD. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at requirements for the current determinations on the Internet You may obtain the travel and/or subsistence each worker to execute the work.

# CRAFT: DRIVER (ON/OFF-HAULING TO/FROM CONSTRUCTION SITE)

Determination: C-MT-830-261-3-2009-1

Issue Date: February 22, 2009

Relations. Contact the Division of Labor Statistics and Research at (415) 703-4774 for the new rates after 10 days from the expiration date, if no Expiration date of determination: March 3, 2010\* Effective until superseded by a new determination issued by the Director of Industrial subsequent determination is issued.

Localities: All localities within Monterey, San Benito, San Francisco, San Mateo, Santa Clara, and Santa Cruz Counties.

			Employ	er Paymen	ts		Straigh	ht-Time	Overtime	Hourly Rate
	Basic	Health		Vacation		l		Total		Sunday/
	Hourly	And		And				Hourly	Daily	Holiday
Classification	Rate	Welfare	Pension	Holiday	Training	Other	Hours	Rate	(1½X)	(1½X)

\$45.46

\$45.46

\$33.85

0.8

\$0.99<sup>b</sup>

\$1.72

\$9.64

Driver: Mixer Truck

This amount is factored at the applicable overtime rate. \$1.41 after 2 years of service

\$1:82 after 10 years of service

Rate applies to work in excess of eight (8) hours daily and forty (40) hours weekly.

There is no predetermined increase applicable to this determination.

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 bagained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <a href="http://www.dir.ca.gov/DLSR/PWD">http://www.dir.ca.gov/DLSR/PWD</a>. Holiday provisions for the current determinations on the Internet at <a href="http://www.dir.ca.gov/DLSR/PWD">http://www.dir.ca.gov/DLSR/PWD</a>. Holiday provisions for the 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 requirements for the current determinations on the Internet at http://www.dir.ca.gov/DLRS/PWD. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.



# CRAFT: DRIVER (ON/OFF-HAULING TO/FROM CONSTRUCTION SITE)

Determination: C-MT-830-261-1-2009-1

Issue Date: February 22, 2009

Relations. Contact the Division of Labor Statistics and Research at (415) 703-4774 for the new rates after 10 days from the expiration date, if no Expiration date of determination: March 3, 2010\* Effective until superseded by a new determination issued by the Director of Industrial

Localities: All localities within Nevada and Sierra Counties.

subsequent determination is issued.

Basic Health Vacation Total Total Overtime Hourly Rate Hourly And And And Hourly Daily Holiday Classification Rate Welfare* Pension Holiday* Training Other Hours Rate (195 X)* (195 X)					1						
Health Vacation Total Total And And And Hourly Daily Welfare Pension Holiday Training Other Hours Rate (1/5 X)*				Employe	er Paymen	ţ		Straight	-Time	Overtime	Hourly Rate
y And And And Holiday Training Other Hours Rate (15 X)*		Basic	Health		Vacation	į	I		Total		Sunday/
Pension Holiday Training Other Hours Rate (11/2 X)		Hourly	And		And				Hourly	Daily	Holiday
	Classification	Rate	Welfare <sup>a</sup>	Pension	-	Training	Other	Hours	Rate	(1% X)°	(1% X)

\$32.06

\$32.06

<u>0</u>

\$0.22

\$2.96

\$19.25

Driver: Mixer Truck

The contribution applies to all hours until \$513.04 is paid for the month.

\$0.59 after 2 years of service

\$0.96 after 5 years of service

Rate applies to work in excess of eight (8) hours daily and forty (40) hours weekly.

There is no predetermined increase applicable to this determination.

rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <a href="http://www.dir.ca.gov/DI\_SR/PWD">http://www.dir.ca.gov/DI\_SR/PWD</a>. Holiday provisions for the current determinations on the Internet at <a href="http://www.dir.ca.gov/DI\_SR/PWD">http://www.dir.ca.gov/DI\_SR/PWD</a>. Holiday provisions for the current determinations on the Internet at <a href="http://www.dir.ca.gov/DI\_SR/PWD">http://www.dir.ca.gov/DI\_SR/PWD</a>. Holiday provisions for the current determinations on the Internet at <a href="http://www.dir.ca.gov/DI\_SR/PWD">http://www.dir.ca.gov/DI\_SR/PWD</a>. Holiday provisions for the current determinations on the Internet at <a href="http://www.dir.ca.gov/DI\_SR/PWD">http://www.dir.ca.gov/DI\_SR/PWD</a>. Holiday provisions for the current determinations on the Internet at <a href="http://www.dir.ca.gov/DI\_SR/PWD">http://www.dir.ca.gov/DI\_SR/PWD</a>. Holiday provisions for the current determinations on the Internet at <a href="http://www.dir.ca.gov/DI\_SR/PWD">http://www.dir.ca.gov/DI\_SR/PWD</a>. Holiday provisions for the current determinations on the Internet at <a href="http://www.dir.ca.gov/DI\_SR/PWD">http://www.dir.ca.gov/DI\_SR/PWD</a>. Holiday provisions for the current determinations on the Internet at <a href="https://www.dir.ca.gov/DI\_SR/PWD">https://www.dir.ca.gov/DI\_SR/PWD</a>. Holiday provisions for the current determinations on the Internet at <a href="https://www.dir.ca.gov/DI\_SR/PWD">https://www.dir.ca.gov/DI\_SR/PWD</a>. Holiday provisions for the current determination of t RECOGNIZED HOLIDAYS: Holidays upon which the general prevaiting 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 determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

each worker to execute the work. You may obtain the travel and/or subsistence requirements for the current determinations on the Internet at <a href="http://www.dir.ca.gov/DLRS/PWD">http://www.dir.ca.gov/DLRS/PWD</a>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at FRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to (415) 703-4774



# CRAFT: DRIVER (ON/OFF-HAULING TO/FROM CONSTRUCTION SITE)

Determination: C-MT-830-261-11-2009-1

Issue Date: February 22, 2009

Relations. Contact the Division of Labor Statistics and Research at (415) 703-4774 for the new rates after 10 days from the expiration date, if no Expiration date of determination: March.3, 2010\* Effective until superseded by a new determination issued by the Director of Industrial

Localities: All localities within Riverside County. subsequent determination is issued.

	Honriy Kate	Sunday/	Holiday	(A 211)
	Overtime		Daily	(A 211)
ě	- I ime	Total	Hourly	D.45
	Straight			Liena
	i			44.0
٠,	ıts			T
	er Paymen	Basic Health, Vacation Total	And	Halidan.
,	Employ			Description
		Health	And	W. 16.
		Basic	Hourly	
				1
				C
				•

\$31.67

\$31.67°

0.8

\$1.80

\$6.33

\$15:00

Driver: Mixer Truck

The contribution applies to all hours until \$1097.30 is paid for the month.

\$1.33 after 4 years of service

\$1.61 after 14 years of service

\$1.90 after 24 years of service

Rate applies to work in excess of eight (8) hours daily and forty (40) hours weekly.

\* There is no predetermined increase applicable to this determination.

rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <a href="http://www.dir.ca.gov/DLSR/PWD">http://www.dir.ca.gov/DLSR/PWD</a>. Holiday provisions for the current determinations on the Internet at <a href="http://www.dir.ca.gov/DLSR/PWD">http://www.dir.ca.gov/DLSR/PWD</a>. Holiday provisions for current or superseded RECOGNIZED HOLIDAYS: Holiday's 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 determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774. FRAVEL, 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 requirements for the current determinations on the Internet at http://www.dir.ca.gov/DLRS/PWD, Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774



# **ERAFT: DRIVER (ON/OFF-HAULING TO/FROM CONSTRUCTION SITE)**

Deterimination: C-MT-830-26:1-6-2009-1

Issue Date: February 22, 2009

Relations. Contact the Division of Labor Statistics and Research at (415) 703-4774 for the new rates after 10 days from the expiration date, if no Expiration date of determination: March 3, 2010\* Effective until superseded by a new determination issued by the Director of Industrial subsequent determination is issued.

Localities: All localities within San Luis Obispo County.

			Employe	er Paymen	ts		Straight-Tin	Time	Overtime	Hourly Rate
	Basic	Health		Vacation				Total		Sunday/
-	Hourly	And		And				Hourly	Daily	Holiday
Classification	Rate	Welfare	Pension	Holiday	Training.	Other	Hours	Rate	(1½ X)	(1½ X)

\$36.84

\$27.27

0.8

\$0.64

\$1.03

\$3.42

\$3.04

\$19.14

Driver: Mixer Truck

The contribution applies to all hours until \$526.19 is paid for the month.

<sup>5</sup> \$1.40 after 2 years of service,

\$1.70 after 10 years of service.

Rate applies to work in excess of eight (8) hours daily and forty (40) hours weekly.

\* There is no predetermined increase applicable to this determination.

agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <a href="http://www.dir.ea.gov/DLSR/PWD">https://www.dir.ea.gov/DLSR/PWD</a>. Holiday provisions for the current determinations on the Internet at <a href="http://www.dir.ea.gov/DLSR/PWD">https://www.dir.ea.gov/DLSR/PWD</a>. Holiday provisions for current determinations on the Internet at <a href="http://www.dir.ea.gov/DLSR/PWD">https://www.dir.ea.gov/DLSR/PWD</a>. Holiday provisions for the current determinations on the Internet at <a href="http://www.dir.ea.gov/DLSR/PWD">https://www.dir.ea.gov/DLSR/PWD</a>. Holiday provisions for the current determinations on the Internet at <a href="http://www.dir.ea.gov/DLSR/PWD">https://www.dir.ea.gov/DLSR/PWD</a>. Holiday provisions for the current determinations on the Internet at <a href="http://www.dir.ea.gov/DLSR/PWD">https://www.dir.ea.gov/DLSR/PWD</a>. Holiday provisions for current determinations on the Internet at <a href="https://www.dir.ea.gov/DLSR/PWD">https://www.dir.ea.gov/DLSR/PWD</a>. Holiday provisions for current determinations on the Internet at <a href="https://www.dir.ea.gov/DLSR/PWD">https://www.dir.ea.gov/DLSR/PWD</a>. RECOGNIZED HOLIDAYS. Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining 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 requirements for the current determinations on the Internet at http://www.dir.ca.gov/DLRS/PWD. 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

# CRAFT: DRIVER (ON/OFF-HAULING TO/FROM CONSTRUCTION SITE)

Determination; C-MT-261-186-15-2010-1

Issue Date: February 22, 2010

Expiration date of determination: March 27, 2010\* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Division of Labor Statistics and Research at (415) 703-4774 for new rates after 10 days from the expiration date, if no subsequent

determination is issued.

Localities: All localities within Santa Barbara County.

			Employ	nplover Paymen	33		Straight-Time	-Time	Overtime	Overtime Hourly Rate
	Basic	Health		Vacation		Ī	•	Total Hourly	Daily	Sinday/ Holiday
Classification	Ratic	Welfare	Pension	Holidayd	Jolidayd Training	Oiher	Hours	Rate	(1's X)	(2 X)
Mixer Driver	\$21.15	\$4.91	\$3.44	\$0.41	1	1	8.0	\$29.91	\$40,485	\$51.06
		•		,						

Includes an amount (\$0.03) for supplemental dues check off.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing houdy 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 toliday provisions for the current determinations on the Internet at http://www.dir.ca.gov/DLSR/PWID. 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 requirements for the current determinations on the Internet at http://www.dir.ca.gov/IDLRS/PWID Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.



<sup>&</sup>lt;sup>6</sup>The contribution applies to all hours until \$850.00 is paid for the month.

<sup>\$1.06</sup> after 1 month of service

<sup>\$1.46</sup> after 1 year of service

<sup>\$1.87</sup> after 7 years of service

<sup>\$2.28</sup> after 16 years of service.

Includes, after one month, \$0.65 for Holidays, which can be deducted from the Vacation/Holiday rate if you choose to adopt the paid days off enumerated in the Holiday Provisions.

\*Rate applies to work in excess of eight (8) hours daily and forty (40) hours weekly. All work in excess of twelve (12) hours daily shall be paid the Sunday/Holiday (2X) rate.

# CRAFT: DRIVER (ON/OFF-HAULING TO/FROM CONSTRUCTION SITE)

Determination: C-DT-830-261-7-2009-1

Issue Date: February 22, 2009

Expiration date of determination: March 3, 2010\* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Division of Labor Statistics and Research at (415) 703-4774 for new rates after 10 days from expiration date, if no subsequent determination is issued.

Localities: All localities within Alameda, Contra Costa, Del Norte, Humboldt, Lassen, Modoc, San Francisco, San Mateo, Santa Clara, Shasta, Siskiyou and Trinity Counties.

Overtime Hourly Rate	Sunday/	Daily Holiday	
Straight-Time	Total	Hourly	Hours Rate
Ī			Other .
90			Training Other
er Payment	Vacation	And	Holiday
Employe			Pension
	Health	And	Welfare
	Basic	Hourly	Rate
			Classification

\$22.50

Driver: Dump Truck

\$34.18

 $$34.18^{\circ}$ 

\$22:93

0

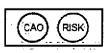
· Health and Welfare will increase from \$0.00 to \$1.16 after 90 days of service, which will be seen as an increase to the Total Hourly Rate as well. 50.78 after 90 days of service with the employer

\$1.65 after 10 years of service with the employer \$1.21 after 5 years of service with the employer

Rate applies to work in excess of eight (8) hours daily and forty (40) hours weekly.

\* There is no predetermined increase applicable to this determination.

rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <a href="http://www.dir.ca.gov/DI.SR/PWD">http://www.dir.ca.gov/DI.SR/PWD</a>. Holiday provisions for the current determinations on the Internet at <a href="http://www.dir.ca.gov/DI.SR/PWD">http://www.dir.ca.gov/DI.SR/PWD</a>. Holiday provisions for current or superseded 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 determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774. FRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to http://www.dir.ca.gov/DERS/PWD. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774. You may obtain the travel and/or subsistence requirements for the current determinations on each worker to execute the work.



# CRAFT: DRIVER (ON/OFF-HAULING TO/FROM CONSTRUCTION SITE)

Determination: C-DT-830-261-5-2009-1

Issue Date: February 22, 2009

Relations. Contact the Division of Labor Statistics and Research at (415) 703-4774 for the new rates after 10 days from the expiration date, if no Expiration date of determination: March 3, 2010\* Effective until superseded by a new determination issued by the Director of Industrial subsequent determination is issued:

Localities: All localities within Alpine, Amador, Calaveras, El Dorado, Fresno, Kings, Madera, Mariposa, Merced, Nevada, Placer, Sacramento, San Joaquin, Sierra, Stanislaus, Sutter, Tulare, Tuolumne and Yuba Counties.

no Hourty Rate	IL TOUTH TAKE	Sunday/	
Overtir			č
Straight: Time	701 T 1112 T 1113 T	Total	
Employer Perments	THE PROPERTY AND THE STATE OF T	Vacation,	
		Health	7 7
		Basic Health	1
			-

Holiday (1½ X) (1½X) Saly S Hourly Rate Hours Training Other Welfare Pension Holiday Hourly Rate Classification

\$29.44

\$29.44°

\$20.94

8.0

\$0.85°

\$3.09

\$17.00 Driver: Dump Truck The contribution applies to all hours until \$535.26 is paid for the month. \$1.18 after 3 years of service

\$1.50 after 10 years of service

\$1.83 after 20 years of service:

Rate applies to work in excess of eight (8) hours daily and forty (40) hours weekly.

\* There is no predetermined increase applicable to this determination.

Holiday provisions for current or superseded 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 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 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 obtain the holiday provisions for the current determinations on the Internet at <a href="http://www.dir.ca.gov/DL.SR/PWD">http://www.dir.ca.gov/DL.SR/PWD</a>. determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774. may

FRAVEL. AND/OR-SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to http://www.dir.ca.gov/DLRS/PWD. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774. the current determinations on the



# CRAFT: DRIVER (ON/OFF-HAULING TO/FROM CONSTRUCTION SITE)

Determination: C-DT-830-261-8-2009-1

Issue Date: February 22, 2009

Relations. Contact the Division of Labor Statistics and Research at (415) 703-4774 for the new rates after 10 days from the expiration date, if no Expiration date of determination: March 3, 2010\* Effective until superseded by a new determination issued by the Director of Industrial subsequent determination is issued.

Localities: All localities within Butte, Colusa, Glenn, Lake, Mendocino, Plumas and Tehama Counties.

	-		í	,			-	i		•
			Employ	er Paymen	ş		Straigh	Straight-Time	Overtime	Hourly Rate
	Basic	Health		Vacation		1	Α.	Total		Sunday/
	Hourly	And		And				Hourly	Daily	Holiday
Classification	Rate	Welfare	Pension	Holiday	Training	Other	Hours	Rate	(1½ X)	E % X

8:0

\$0:10°

\$2:814

\$21.00

Driver: Dump Truck

The contribution applies to hours until \$487.07 is paid for the month.

\$0.20 after 1 year of service,

\$0:50 after 2 years of service,

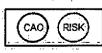
Add \$0.10 for every additional year of service to a maximum of \$1.50 per hour for over 13 years of service.

Rate applies to work in excess of eight (8) hours daily and forty (40) hours weekly.

\*There is no predetermined increase applicable to this determination.

RECOGNIZED:HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <a href="http://www.dir.ca.gov/DLSR/PWD">http://www.dir.ca.gov/DLSR/PWD</a>. Holiday provisions for the current determinations on the Internet at <a href="http://www.dir.ca.gov/DLSR/PWD">http://www.dir.ca.gov/DLSR/PWD</a>. Holiday provisions for current determinations on the Internet at <a href="http://www.dir.ca.gov/DLSR/PWD">http://www.dir.ca.gov/DLSR/PWD</a>. Holiday provisions for the current determinations on the Internet at <a href="http://www.dir.ca.gov/DLSR/PWD">http://www.dir.ca.gov/DLSR/PWD</a>. Holiday provisions for the current determinations on the Internet at <a href="http://www.dir.ca.gov/DLSR/PWD">http://www.dir.ca.gov/DLSR/PWD</a>. Holiday provisions for the current determinations on the Internet at <a href="http://www.dir.ca.gov/DLSR/PWD">http://www.dir.ca.gov/DLSR/PWD</a>. Holiday provisions for the current determinations on the Internet at <a href="https://www.dir.ca.gov/DLSR/PWD">https://www.dir.ca.gov/DLSR/PWD</a>. Holiday provisions for current determinations on the Internet at <a href="https://www.dir.ca.gov/DLSR/PWD">https://www.dir.ca.gov/DLSR/PWD</a>. Holiday provisions for current determinations on the little of the control of 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 http://www.dir.ca.gov/DERS/PWD. Travelland/or/subsistence requirements for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774. You may obtain the travel and/or subsistence requirements for the current determinations on the each worker to execute the work.



# CRAFT: DRIVER (ON/OFF-HAULING TO/FROM CONSTRUCTION SITE)

Determination: C-DT-830-261-10-2009-1

Issue Date: February 22, 2009

Relations. Contact the Division of Labor Statistics and Research at (415) 703-4774 for the new rates after 10 days from the expiration date, if no Expiration date of determination: March 3, 2010\* Effective until superseded by a new determination issued by the Director of Industrial subsequent determination is issued.

Localities: All localities within Imperial, Inyo, Los Angeles, Mono, Orange, Riverside, San Bernardino and San Diego Counties.

		Vacation, Total	And Holiday Holiday
	T.	<b>-</b> Jealth	And
		Basic	Hourly And
•			

(1½ X) \$27.965 Rate Hours Welfare Pension Holiday Training Other \$0.33 \$0.085 \$2.05 \$17.00 Driver: Dump Truck Classification

\$19.465

The contribution applies to all work up to \$355:00 per month.

\$0.65 after 2 years of service

\$0.98 after 5 years of service

Rate applies to work in excess of eight (8) hours daily and forty (40) hours weekly. \$1.31 after 9 years of service

There is no predetermined increase applicable to this determination.

agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <a href="http://www.dir.ca.gov/DLSR/PWD">http://www.dir.ca.gov/DLSR/PWD</a>. Holiday provisions for the current determinations on the Internet at <a href="http://www.dir.ca.gov/DLSR/PWD">http://www.dir.ca.gov/DLSR/PWD</a>. Holiday provisions for current determinations on the Internet at <a href="http://www.dir.ca.gov/DLSR/PWD">http://www.dir.ca.gov/DLSR/PWD</a>. Holiday provisions for the current determinations on the Internet at <a href="https://www.dir.ca.gov/DLSR/PWD">https://www.dir.ca.gov/DLSR/PWD</a>. Holiday provisions for the current determinations on the Internet at <a href="https://www.dir.ca.gov/DLSR/PWD">https://www.dir.ca.gov/DLSR/PWD</a>. Holiday provisions for the current determinations on the Internet at <a href="https://www.dir.ca.gov/DLSR/PWD">https://www.dir.ca.gov/DLSR/PWD</a>. Holiday provisions for the current determinations on the Internet at <a href="https://www.dir.ca.gov/DLSR/PWD">https://www.dir.ca.gov/DLSR/PWD</a>. Holiday provisions for the current determinations on the Internet at <a href="https://www.dir.ca.gov/DLSR/PWD">https://www.dir.ca.gov/DLSR/PWD</a>. Holiday provisions for the current determinations on the Internet at <a href="https://www.dir.ca.gov/DLSR/PWD">https://www.dir.ca.gov/DLSR/PWD</a>. Holiday provisions for current determinations on the Internet at <a href="https://www.dir.ca.gov/DLSR/PWD">https://www.dir.ca.gov/DLSR/PWD</a>. Holiday provisions for the current determinations on the Internet at <a href="https://www.dir.ca.gov/DLSR/PWD">https://www.dir.ca.gov/DLSR/PWD</a>. Holiday provisions for the current determination on the latest determination of the current deter RECOGNIZED HOLIDAYS; Holidays, upon which, the general prevailing fourly wage rate for Holiday work shall be paid; shall be all tholidays in the collective bargaining 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:Ivand 1773.9, contractors shall make travel and/or subsistence payments to http://www.dir.ca.gov/DLRS/PWD. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at You may obtain the travel and/or subsistence requirements for the current determinations on the work. each worker to execute the (415):703-4774



# CRAFT: DRIVER (ON/OFF-HAULING TO/FROM CONSTRUCTION SITE)

Determination: C-DT-830-261-6-2009-1

Issue Date: February 22, 2009

Relations. Contact the Division of Labor Statistics and Research at (415) 703-4774 for the new rates after 10 days from the expiration date, if no Expiration date of determination: March 3, 2010\* Effective until superseded by a new determination issued by the Director of Industrial

Localities: All localities within Kern, Monterey, San Luis Obispo, Santa Barbara, and Ventura Counties. subsequent determination is issued.

			Employe	er Paymen	ts	ĺ	Straight	-Fime	Jourly Rate	
	Basic	Health		Vacation		ı		Total	Sunday/	
	Hourly	And		And				Hourly	Daily Holiday	
Classification	Rate	Welfare	Pension	Holiday	Training Other	Other	Hours	Rate	(X X)	

\$32.47

\$32.47

\$24.09

0.8

\$0.64

\$0.90°

\$2.75

\$3.04

Driver: Dump Truck

The contribution applies to all hours until \$526.19 is paid for the month.

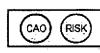
\$1.22 after 2 years of service,

\$1.55 after 10 years of service.

Rate applies to work in excess of eight (8) hours daily and forty (40) hours weekly.

There is no predetermined increase applicable to this determination.

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/DLSR/PWD. 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 http://www.dir.ca.gov/DLRS/PWD. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at requirements for the current determinations on You may obtain the travel and/or subsistence worker to execute the work. (415) 703-4774 each



# CRAFT: DRIVER (ON/OFF-HAULING TO/FROM CONSTRUCTION SITE)

Determination: C-DT-830-261-9-2009-1

Issue Date: February 22, 2009

Relations. Contact the Division of Labor Statistics and Research at (415) 703-4774 for the new rates after 10 days from the expiration date, if no Expiration date of determination: March 3, 2010\* Effective until superseded by a new determination issued by the Director of Industrial subsequent determination is issued.

Localities: All localities within San Benito and Santa Cruz Counties.

			Employ	er Paymen	ts	,	Straight-Time	Time	Overtime I	time Hourly Rate	
	Basic	Health	 	Vacation				Total	:	Sunday/	
	Hourly	And		And				Hourly	Daily	Holiday	
Classification	Rate	Welfare	Pension	Holiday	Training	Other	Hours	Rate	(1½-X)	(1½ X)	۱.
			**		ı						

\$40.955

\$32:83

0.0

\$0.48

\$0.70

\$0.56

\$5:20

\$9.64

\$16.25

Driver: Dump Truck

\$0.875 after 1 year of service

\$1.19 after 7 years of service

\$1.50 after 19 years of service

<sup>b</sup>Overtime rate applies to all work exceeding eight (8) hours daily and forty (40) hours weekly.

\* There is no predetermined increase applicable to this determination.

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 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 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 Holiday provisions for current or superseded obtain the holiday provisions for the current determinations on the Internet at http://www.dir.ca.gov/DLSR/PWD. determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774. FRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to ittp://www.dir.ca.gov/DLRS/PWD. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at requirements for the current determinations on the You may obtain the travel and/or subsistence work. each worker to execute the



### GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

### FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

### CRAFT: # ASBESTOS WORKER, HEAT AND FROST INSULATOR

**DETERMINATION: NC-3-16-1-2012-1** 

ISSUE DATE: August 22, 2012

EXPIRATION DATE OF DETERMINATION: July 31, 2013\* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director – Research Unit at (415) 703-4774 for the new rates after ten days after the expiration date if no subsequent determination is issued.

			_	Employer Pay	ments	<u> </u>	Straig	ht-Time	Overtime H	ourly Rate
Classification (Journeyperson)	Basic Hourly Rate	Health and Welfare	Pension	Vacation/ Holiday	Training	Other Payments	Hours	Total Hourly Rate	I-1/2X	2X
AREA I Mechanic	*\$54.70	\$10.23	\$7.46 <sup>b</sup>	c	\$0.75	4\$0.23	8	\$73.37	<b>*\$</b> 100.72	<sup>(</sup> \$128.07
AREA 2 Mechánic	<b>*\$</b> 42.45	\$10.23	\$7,46 <sup>h</sup>	c	\$0.75	<sup>4</sup> <b>S</b> 0.23	8	\$61:12	<b>°\$8</b> 2.345	<sup>6</sup> \$103.57

AREA 1 - Alameda, Contra Costa, Marin, Napa, San Benito, San Francisco, San Mateo, Santa Clara, Solano, and Sonoma.

AREA 2 - Alpine, Amador, Butte, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Mariposa, Mendocino, Merced, Modoc, Mono, Monterey, Nevada, Placer, Plumas, Sacramento, San Joaquin, Santa Cruz, Shasta, Sierra, Siskiyou, Stanislaus, Sutter, Tehama, Trimity, Tulare, Tuolumne, Yolo, and Yuba.

**DETERMINATION:** NC-3-16-3-2012-1

ISSUE DATE: February 22, 2012

EXPIRATION DATE OF DETERMINATION: December 31, 2012\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

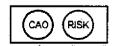
LOCALITY: Mono and all Northern California Counties

Hazardous Material Handler Mechanic 930.53 5.51 1.25 - 0.13 8 37.42 52.685 67.95

NOTE: Asbestos Removal Workers must be trained and the work conducted according to the Code of Federal Regulations 29 CFR 1926.58, the California Labor Code 6501.5 and the California Code of Regulations, Title 8, Section 5208. Contractors must be certified by the Contractors' State License Board and registered with the Division of Occupational Safety and Health (DOSH). For further information, contact the Asbestos Contractors Abatement Registration Unit, DOSH at (510) 286-7362.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <a href="https://www.dir.ea.gov/OPRL/PWD">https://www.dir.ea.gov/OPRL/PWD</a>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9; contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at <a href="http://www.dir.en.gov/OPRL/PWD">http://www.dir.en.gov/OPRL/PWD</a>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.



<sup>#</sup> Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet at <a href="http://www.dir.ca.gov/OPRU/PWAppWage/PWAppWage/Start.asp">http://www.dir.ca.gov/OPRU/PWAppWage/Start.asp</a>. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 1, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards website at <a href="http://www.dir.ca.gov/dag/das.html">http://www.dir.ca.gov/dag/das.html</a>.

hickudes amount withheld for dues check off and for vacation.

h After 5 years of service in the industry, there will be a \$1.90 re-allocation from Basic Hourly Rate to Pension. After 15 years of service, there will be a \$1.00 re-allocation Pension to Basic Hourly Rate. After 20 years of service, there will be a \$5.50 re-allocation from Basic Hourly Rate to Pension. Overtime rates will be affected.

Elicluded in straight time-hourly rate.

\$0.02 per hour worked for vacation/holiday administration; \$0.12 per hour worked for occupational health and research; \$0.08 per hour worked for Industry Promotion; \$0.01 per hour worked for

<sup>1 1/2</sup> times the basic straight-time hourly rate for the first 2 hours of overtime, Monday through Friday and for the first 10 hours on Saturdays. All other overtime is paid at the double time rate,

<sup>&</sup>lt;sup>6</sup>\$182.77 (Area 1) and \$146.02 (Area 2) per hour for work on Labor Day.

fincludes amount witheld for dues check off.

h Includes amount for vacation/holiday administration and industry promotion.

Rate applies to the first 4 overtime hours in any workday or 40 hours in a workweek, and for the first 8 hours worked on the 7th consecutive day of work in a workweek,

<sup>&</sup>lt;sup>1</sup> Rate applies to work on any recognized holiday, all hours worked in excess of 12 hours in any workday, and for all hours worked in excess of 8 hours on the 7th consecutive day of work in a workweek.

### GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1 FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: #CARPENTER AND RELATED TRADES

**DETERMINATION:** NC-23-31-1-2012-1

ISSUE DATE: August 22, 2012

EXPIRATION DATE OF DETERMINATION: June 30, 2013\* 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, Arandor, Butle, Calaverus: Colusa, Contra Costa, Del Norte, El Dondo, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Mann, Maniposa, Mendocino, Merced, Modoc, Monterey, Napa, Novada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Jonquin, San Mateo, Santa Clara, Santa Cruz, Shista, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Suster, Tehama, Trimity, Tulare, Tuolumme, Yolo, and Yuba Counties.

		. <u> </u>		Employer Pay	ments.		Straigh	- Time		. 0	vertime Hou	tv Rote	
CLASSIFICATION	Ba Hor		h Pension		Training	Other	Hours	Total Hourly	. D	aily	Satu	ırday*	Sunday
(Journey person)	R		re*	Holiday		Poyments*		Rate	I 1/2 <b>X</b>	2X	1 1/2X <sup>8</sup>	2X	Holiday <sup>i</sup>
	\$38 sw	.50 <b>\$</b> 10,0	5 \$8,70	\$4.05	\$0,63	\$2.39	8	\$64.320	\$83.570	\$102,820	\$83.570	\$102,820	\$102.820
Operator, Saw Filer, Shingler, St Scaffold and Steel Shoring Erector	sel \$38	.65 \$10.0	5 \$8.70	\$4.05	\$0.63	\$2.39	8	\$64.470	\$83,795	\$103,120	\$83,795	\$103,120	\$103,120
	\$32 aw	.62 <b>\$</b> 10.0	5 <b>\$8</b> .70	. <b>\$</b> 4.05	\$0.63	\$2,39	8	\$58.440	<b>\$</b> 74.750	\$91.060	<b>\$</b> 74.750	\$91.060 <sub>.</sub>	\$91,060
Operator, Saw Filer, Shingler, St Scaffold and Steel Shoring Erector	saj2	.77 <b>\$</b> 10.0	5 \$8.70	\$4.05	\$0.63	\$2.39	8	\$58,590	\$74,975	\$91,360	\$74.975	\$91.360	\$91,360
· · · · · · · · · · · · · · · · · · ·	\$32 sw	.62 <b>\$</b> 10.0	5 \$8.70	\$4.05	<b>\$</b> 0.63	<b>\$2</b> .39	8	\$58,440	\$7,4,750	\$91.060	\$74,750°	<b>\$</b> 91,060	\$91,060
Operator, Saw Filer, Shingler, St Scaffold and Steel Shoring Erector	sel \$32	.77 \$10,0	5 \$8,70	<b>\$</b> 4.05	\$0.63	\$2.39	8	\$58,590	<b>\$</b> 74,975	\$91.360	\$74.975	\$91,360	\$91,360
	\$31 aw	. <b>27 \$1</b> 0.0	5 \$8.70	<b>\$</b> 4,05	\$0,63	\$2,39	ŧ	\$57.090	\$72,725	\$88.360	\$72.725	\$88,360	\$88,360
Operator, Saw Filer, Shingler, St Scaffold and Steel Shoring Erector	<del>sel</del> \$31	.42 <b>\$10</b> .0	5 \$8.70	\$4.05	\$0.63	\$2.39	я	\$57.240	<b>\$</b> 72.950	\$88.660	\$72.950	\$88,660	\$88,660

DETERMINATION: NC-23-31-1-2012-1A

ISSUE DATE: August 22, 2012

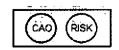
EXPIRATION DATE OF DETERMINATION: June 30, 2013\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

LOCALITY: All Localities within Alameda, Alpine, Amador, Butte, Calaverus, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Novada, Placer, Plumes, 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 Coumies.

			Е	mployer Payr	ments		Straigh	1 - Time		0	vertime Hou	riv Rate	
CLASSIFICATION	Basic	Health	Pension	Vacation/	Training	Other	Hours	Total	D	uly	Sut	arday"	Sunday
(Journey person)	Hourly	and		Holiday		Payments"		Hourly					and .
•	Rate	Welfare*						Rate	1 1/2X	2X	1 1/2X <sup>8</sup>	2X	Holiday'
Bridge Builder/Highway Carpenter	\$38.50	\$10.05	\$8,70	\$4,05	\$0.63	\$2,39	8,0	\$64.320	\$83.570	\$102.820	\$83.570	\$102,820	\$102,820

Footnote and Millwright listed on page 34A

(Recognized Holidays and Subsistence Payment footnotes also listed on page 34A)



DETERMINATION: NC-23-31-1-2012-1B

ISSUE DATE: August 22, 2012

EXPIRATION DATE OF DETERMINATION: June 30, 2013\*\* 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, Lessen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Novada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trunity, Tulare, Tuolumne, Yolo, and Yuba Counties.

CLASSIFICATION	Basic	Health	Pension E	Vacation/	Training	Other	Straigh Hours	t - Time Total Hourly	Ď	ailyO	vertime Hou Set	riy Rose ardoy*	Sunday
(Journeyperson)	Hourly Rate	and Welfare		Holiday <sup>a</sup>		Payments <sup>h</sup>		Rate	1 1/2X <sup>f</sup>	2X	1 1/2X <sup>4</sup>	2X	and Holiday
*Area I Millwright	\$38.60	\$10.05	\$8.70	<b>\$</b> 4.14 .	\$0.63	\$3,90	8	\$66,020	\$85,320	\$104:620	\$85.320	\$104,620	\$104,620
Area 2 Millwright	\$35.12	\$10,05	\$8,70	\$4,14	\$0.63	\$3,90	8	\$62,540	\$80,100	\$97,660	\$80,100	\$97,660	\$97,660
*Area 3 <sup>l</sup> Millwright	\$35.12	\$10.05	\$8.70	\$4.14	\$0,63	\$3,90	В	\$62,540	\$80,100	<b>\$</b> 97.660	\$80,100	\$97.660	\$97.660
* Area 4 <sup>1</sup> Millwright	\$33.77	\$10.05	\$8.70	\$4.14	\$0,63	\$3,90	8	<b>\$</b> 61.190	\$78.075	<b>\$</b> 94,960	<b>\$7</b> 8.075	<b>\$</b> 94,960	\$94.960

DETERMINATION: NC-23-31-1-2012-1, NC-23-31-1-2012-1A and NC-23-31-1-2012-1B

# Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet at <a href="http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp">http://www.dir.ca.gov/OPRL/PWAppWageStart.asp</a>. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 1, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards website at <a href="http://www.dir.ca.gov/das/das.html">http://www.dir.ca.gov/das/das.html</a>.

- 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 or major mechanical breakdown.
- AREA 1 Alameda, Contra Costa, Marin, Napa, San Francisco, San Mateo, Santa Clara, Solano, and Sonoma Counties.
- AREA 2 Monterey, San Benito, and Santa Cruz Counties.
- AREA 3 El Dorado, Placer, Sacramento, San Joaquin and Yolo Counties.
- AREA 4 Alpine, Amador, Butte, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Mariposa, Mendocino, Merced, Modoc, Nevada, Placer, Plumas, Shasta, Sierra, Siskiyou, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, and Yuba Counties.
- \* Includes an amount for UBC Health & Safety Fund and National Apprenticeship fund.
- d Includes an amount per hour worked for Work Fees. The Vacation amount is \$2.40 per hour worked for Carpenter, \$2.30 per hour worked for Millwright.
- Annuity Trust Fund, Industry Promotion, and Carpenter Employers Contract Administration.
- For building construction, rate applies to the first 4 hours daily overtime. For all heavy, highway and engineering construction overtime worked, Monday through Priday, rate applies to the first 4 hours daily overtime.
- Rate applies to the first 8 hours for building construction and for the first 10 hours worked on heavy, highway and engineering construction.
- h Millwright Annuity Trust Fund, Industry Promotion, and Work Preservation.
- Time and one-half shall be paid for the first eight (8) hours worked on the four (4) days of each year selected by the Union as designated off/holidays listed in the Holiday Provision.
- Area 3 includes the portion of Placer County west of and including Highway 49 and the portion of El Dorado County west of and including Highway 49 and the territory inside the city limits of Placerville. Area 4 includes the portions of Placer and El Dorado Counties not covered in Area 3.

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 as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <a href="http://www.dir.ca.gov/OPRL/PWD">http://www.dir.ca.gov/OPRL/PWD</a>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director - Research Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at <a href="http://www.dir.ca.gov/OPRI/PWD">http://www.dir.ca.gov/OPRI/PWD</a>. Travet 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: #CARPENTER AND RELATED TRADES (SECOND SHIFT)\*

DETERMINATION: NC-23-31-1-2012-1

ISSUE DATE: August 22, 2012

EXPIRATION DATE OF DETERMINATION: June 30, 2013\*\* 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 Umit for specific rates at (415) 703-4774.

LOCALITY: All Localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dondo, Fresto, Glerin, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposu, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solado, Sonoma, Statislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba Counties.

			Ε	molover Pavi	nents		Straigh	i – Time		0	vertime Hou	rty Rate*	_
CLASSIFICATION	Basic	Health	Pension	Vacation/	Training	Other	Hours	Total	Da	úly	Saru	rday <sup>a</sup>	Sunday
(Journeyperson)	Hourly Rate	and Weitare		Holiday*		Payments <sup>f</sup>		Hourly Rate	I.1/2Xh	2X	1 <b>l/2X</b> i	2X	and Holiday <sup>k</sup>
Area 1 Carpenter Hardwood Floorlayer, Power Saw		\$10.05	\$8,70	\$4.05	\$0.63	<b>\$2</b> .39	7.5	\$66.890	\$83,570	\$102,820	\$83,570	\$102.820	\$102,820
Operator, Saw Filer, Shingler, Steel Scaffold and Steel Shoring Erector	\$41.23	\$10,05	\$8,70	<b>\$</b> 4.05	\$0.63	\$2,39	7.5	\$67.050	\$83.800	\$103,120	\$83.800	\$103,120	\$103,120
*Area 2 Carpenter Hardwood Floorlayer, Power Saw	<b>\$34.7</b> 9.	\$10,05	\$8.70	\$4.05	\$0.63	\$2.39	7.5	\$60.610	\$74,750	\$91,060	\$7,4.750	<b>\$</b> 91,060	\$91.060
Operator, Saw Filer, Shingler, Stee Scaffold and Steel Shoring Erector	\$34,95	\$10.05	\$8.70	\$4.05	<b>\$</b> 0.63	\$2.39	7.5	\$60,770	\$74.980	\$91,360	\$74,980	\$91.360	<b>\$91.36</b> 0
<sup>5</sup> Area 3 <sup>1</sup> Carpenter Hardwood Floorlayer, Power Saw		<b>\$</b> 10.05	\$8.70	\$4,05	\$0.63	<b>\$</b> 2. <b>3</b> 9	7.5	<b>\$</b> 60,610	<b>\$74</b> ,750	\$91.060	\$74,450	\$91,060	\$91,060
Operator, Saw Filer, Shingler, Stee Scaffold and Steel Shoring Erectar	\$34.95	\$10.05	\$8.70	\$4.05	\$0,63	\$2.39	7.5	\$60,770	\$74.980	<b>\$</b> 91.360	<b>\$7</b> 4.980	<b>\$</b> 91,360	\$91,360
*Area 4 <sup>1</sup> Carpenter Hardwood Floorlayer, Power Saw		\$10.05	\$8.70	\$4.05	<b>\$</b> 0,63	*\$2,39	7.5	\$59.170	\$72.730	\$88.36	\$72.730	\$88,360	\$88.360
Operator, Saw Filer, Shingler, Stee Scaffold and Steel Shoring Erector	\$33.51	\$10.05	\$8.70	\$4.05	\$0.63	\$2.39.	7.5	\$59,330	\$72,950	\$88.660	<b>\$72</b> ,9 <b>5</b> 0	\$88,668	\$88.660

DETERMINATION: NC-23-31-1-2012-1A

ISSUE DATE: August 22, 2012

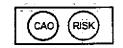
EXPIRATION DATE OF DETERMINATION: June 30, 2013\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (413) 703-4774.

LOCALITY: All Localities within Alameda, Alpine, Amador, Butte, Calaveras. Colusa, Contra Costa, Del Norte, El Dorndo, Fresno, Gienn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Muriposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Phunas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba Counties.

			Е	molover Pay	ments		Straigh	t - Time		0	vertime Ĥo	udy Rate	_
CLASSIFICATION	Basic	Health	Pension	Vacation/	Training	Other	Hours*	Total	D:	ily	Sau	arday <sup>6</sup>	Sunday
(Journeyperson)	Hourly Rate	and Welfare <sup>d</sup>		Holiday *		Payments'		Hourly Rate	L 1/2X <sup>h</sup>	zx	1 1/2X <sup>1</sup>	2X	and Holiday <sup>k</sup>
Bridge Builder/Highway Carpenter	\$41.07	\$10.05	\$8.70	<b>\$</b> 4.05	\$0.63	\$2.39	7.5	\$66.890	\$83.570	\$102,820	\$83,570	\$102,820	\$102,820

Continued on page 34C

(Recognized Holidays and Subsistence Payment footnotes also listed on page 34C)



**DETERMINATION:** NC-23-31-1-2012-1B

ISSUE DATE: August 22, 2012

EXPIRATION DATE OF DETERMINATION: June 30, 2013\*\* 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, Plemas, Sacramento, San Benito, San Francisco, Sen Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba Counties.

CLASSIFICATION	Basic	Health	Pension	mployer Pay Vacation/	ments Training	Other	Straigh Hours	t - Time Total	D	O	vertime Hos Satu	idy Raie* rday <sup>b</sup>	Sunday
(Journay person)	Hourly Rate	ond Welfare <sup>d</sup>		Holiday*		Payments		Hourly Rate	1,1/2X*	2X	1 1/2Xi	2X	and Holiday <sup>k</sup>
*Area 1 Millwright	<b>\$</b> 41.17	\$10.05	\$8.70	\$4,14	\$0.63	\$3.90	7.5	\$68,590	\$85.320	\$104,620	\$85.320	\$104.620	\$104,620
"Area 2 Millwright	\$37,46	\$10,05	\$8.70	\$4.14	\$0.63	\$3.90	7.5	\$64,880	\$80,110	<b>\$</b> 97.660	\$80, tuo	\$97,660	\$97.660
'Aren 3' Miltwright	\$37.46	\$10.05	\$8,70	\$4,14	\$0.63	\$3.90	7.5	\$64,880	\$80,100	\$97,660	\$80,100	<b>\$</b> 97,660	\$97,660
<sup>°</sup> Area 4 <sup>l</sup> Millwright	\$36,02	\$10.05	\$8,70	<b>\$</b> 4.14	\$0,63	\$3.90	7.5	\$63.440	\$78.080	\$94.960	\$78.080	\$94.960	\$94,960

DETERMINATION: NC-23-31-1-2012-1, NC-23-31-1-2012-1A and NC-23-31-1-2012-1B (FOR SECOND AND THIRD SHIFTS)

# Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet at <a href="http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp">http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp</a>. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 1, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards website at <a href="http://www.dir.ca.gov/dag/dag/dag-btm/">http://www.dir.ca.gov/dag/dag/dag-btm/</a>.

- \* Does not apply to tenant improvement or renovation projects in occupied buildings with a total contract value of \$5 million or less.
- \*The overtime rates for shift work are based on the non-shift overtime rates on page 34.
- 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 or major mechanical breakdown.
- \* AREA 1 Alameda, Contra Costa, Marin, Napa, San Francisco, San Mateo, Santa Clara, Solano, and Sonoma Counties.
- AREA 2 Monterey, San Benito, and Santa Cruz Counties.
- AREA 3 El Dorado, Placer, Sacramento, San Joaquin and Yolo Counties.
- AREA 4 Alpine, Amador, Butte, Calaveras, Colusa, Del Norie, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Mariposa, Mendocino, Merced, Modoc, Nevada, Placer, Plumas, Shastá, Sierra, Siskiyou, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, and Yubu Caunties.
- d Includes an amount for UBC Health & Safety Fund and National Apprenticeship fund.
- \* Includes an amount per hour worked for Work Fees. The Vacation amount is \$2.40 per hour worked for Carpenter; \$2.30 per hour worked for Millwright.
- <sup>f</sup> Annuity Trust Fund, Industry Promotion, and Carpenter Employers Contract Administration.
- Daily overtime applies after 7 1/2 hours worked at the straight-time rate for second shift and after 7 hours worked at the straight-time rate for third shift.
- For building construction, rate applies to the first 2 hours prior to the start of the regular or approved day, or the first 4 hours after the end of the approved or regular work day, not to exceed a total of 4 hours in any 1 work day. For heavy, highway and engineering construction rate applies to the first 4 hours prior to the start of the regular or approved day, or the first 4 hours after the end of the approved or regular work day, not to exceed a total of 4 hours in any 1 work day
- Rate applies to the first 8 hours for building construction and for the first 10 hours worked on heavy, highway and engineering construction.
- <sup>1</sup> Millwright Annuity Trust Fund, Industry Promotion, and Work Preservation
- time and one-half shall be paid for the first eight (8) hours worked on the four (4) days of each year selected by the Union as designated off/holidays listed in the Holiday
- Area 3 includes the portion of Placer County west of and including Highway 49 and the portion of El Dorado County west of and including Highway 49 and the territory inside the city limits of Placerville. Area 4 includes the portions of Placer and El Dorado Counties not covered in Area 3.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <a href="http://www.dir.ca.gov/OPRL/PWD">http://www.dir.ca.gov/OPRL/PWD</a>
Holiday provisions for the current of superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at <a href="http://www.dir.ca.gov/OPRL/PWD">http://www.dir.ca.gov/OPRL/PWD</a>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.



### GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1 FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: #CARPENTER AND RELATED TRADES (THIRD SHIFT)\*

**DETERMINATION:** NC-23-31-1-2012-1

ISSUE DATE: August 22, 2012

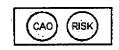
EXPIRATION DATE OF DETERMINATION: June 30, 2013\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

LOCALTY: All Localities within Alameda, Alpine, Arnador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba Counties.

				E	mployer Payr	nents.		Straight	- Time		0	vertime Hou	riy Rate	_
CLASSIFICATION		Basic	Health	Pension	Vacation/	Training	Other	Hours <sup>a</sup>	Total	Da	uly	Satu	ırday <sup>h</sup>	Sunday
(Journeyperson)		Hourly Rate	and Welfare <sup>4</sup>		Holiday*		Payments		Hourly Rate	1 1/2X <sup>b</sup>	2X	1 1/2Xi	2X	and Holiday <sup>k</sup>
	Saw	\$44.00	\$10,05	\$8.70	\$4.05	\$0.63	<b>\$2</b> .39	. 7	\$69.820	\$83,570	\$1,02,820	·\$83.570	\$102.820	\$102.820
Operator, Saw Filer, Shingler, S Scaffold and Steel Shoring Erector	iteal	<b>\$</b> 44.17	\$10.05	\$8.70	\$4.05	\$0.63	\$2.39	7	\$69.990	\$83,800	\$103,120	\$83.800	\$103,120	\$103,120
	Saw	\$37.28	\$10.05	\$8,70	\$4.05	\$0.63	\$2.39	7	\$63,100	<b>\$</b> 74,750	\$91,060	\$74,750	\$91,060	<b>\$</b> 91.060
Operator, Saw Filer, Shingler, S Scaffold and Steel Shoring Erector	iteel	\$37.45	\$10.05	\$8.70	<b>\$</b> 4.05	\$0.63	\$2.39	. 7	\$63.270	\$74.980	\$91.360	\$74.980	\$91,360	\$91.360
	Saw	\$37.28	\$10.05	\$8.70	\$4.05	\$0.63	\$2.39	7	\$63,100	<b>\$7</b> 4,750	\$91,060	\$74.750	<b>\$</b> 91.060	\$91,060
Operator, Saw Filer, Shingler, S Scoffold and Steel Shoring Erector	ițeel	\$37,45	\$10,05	\$8.70	\$4,05	\$0.63	\$2.39	7	\$63.270	\$74.980	\$91,360	\$74.980	\$91.360	\$91.360
	Saw	\$35,74	\$10.05	\$8.70	<b>\$</b> 4.05	\$0.63	\$2.39	7	<b>\$</b> 61,560	\$72.730	\$88.360	\$72.730	\$88,360	\$88.360
Operator Saw Filer, Shingler, S Scaffold and Steel Shoring Erector	iteel	\$35,91	\$10,05	\$8.70	\$4.05	\$0.63	\$2,39	7	\$61.730	\$72,950	\$88.660	\$72,950	\$88,660	,\$88,660

Footnotes listed on page 34C

(Recognized Holidays and Subsistence Payment footnotes also listed on page 34C)



**DETERMINATION:** NC-23-31-1-2012-1A

ISSUE DATE: August 22, 2012

EXPIRATION DATE OF DETERMINATION: June 30, 2013\*\* 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.

LOCALTTY: All Localities within Alameda, Alpine, Amador, Butte, Colaveras, Colusa, Conera 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, Trimity, Tulare, Tuolumne, Yolo, and Yuba Counties.

			Е	molover Payr	nents		Straigh	L – Timo		. 0	vontime Hor	urly Rate	
CLASSIFICATION	Basic	Health	Pension	Vacation/	Training	Other	Hours	Total	D	aily	Satu	arday <sup>3</sup>	Sunday
(Journeyperson)	Hourly Rate	and Welfare <sup>d</sup>		Holiday		Payments <sup>f</sup>		Hourly Rate	1 1/2X <sup>b</sup>	2X	t 1/2X <sup>i</sup>	2X	and Holiday <sup>k</sup>
Bridge Builder/Highway Carponter	\$44.00	\$10,05	\$8.70	\$4.05	\$0,63	\$2.39	7	\$69,820	\$83,570	\$102,820	\$83,570	\$102,820	

**DETERMINATION:** NC-23-31-1-2012-1B

ISSUE DATE: August 22, 2012

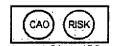
EXPIRATION DATE OF DETERMINATION: June 30, 2013\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director' Research Unit for specific rates at (415) 703-4774.

LOCALITY: All Localities within Alameda, Alpine, Amador, Butte, Calaveras, Cohisa, Contra Costa, Del Norte, El Dorado, Fresno, Glerin, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocina, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Beniro, 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	Basic	Health and	Other	Straigh Hours	t Time Total	De	O	vertime Hou Satu	irly Rate*	- Sunday			
(Journeyperson)	Hourly Rate	Welfare		Holiday		Payments <sup>i</sup>		Hourly Rate	1 1/2Xh	2X	1 1/2X <sup>i</sup>	2X	and Holiday <sup>k</sup>
<sup>©</sup> Airea <u>1</u> Millwright	<b>\$44</b> .11	\$10.05	\$8.70	<b>\$</b> 4,14	\$0.63	\$3.90	. 7	\$71,530	\$85.320	\$104.620	\$85,320	\$104.620	\$104.620
<sup>e</sup> Area 2 Miliwright	\$40.14	\$10.05	\$8.70	\$4,14	\$0.63	\$3.90	7	\$67,560	\$80.100	\$97,660	280,100	<b>\$</b> 97.660	\$97,660
<sup>c</sup> Arta 3 <sup>l</sup> Millwright	\$40.14	\$10.05	\$8.70	\$4.14	<b>\$</b> 0.63	\$3.90	7	\$67,560	\$80.100	\$97,660	\$80.100	\$97.660	\$97.660
<sup>c</sup> Area 4 <sup>l</sup> Millwright	\$38.59	\$10.05	\$8.70	\$4,14	\$0.63	\$3.90	7	\$66.0 <sup>1</sup> 10	\$78.080	\$94.960	\$78.080	\$94.960	\$94.960

Footnotes listed on page 34C

(Recognized Holidays and Subsistence Payment footnotes also listed on page 34C)



### 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: MODULAR FURNITURE INSTALLER (CARPENTER)

**DETERMINATION:** NC-23-31-15-2012-2

ISSUE DATE: August 22, 2012

EXPIRATION DATE OF DETERMINATION: June 30, 2013\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774

LOCALITY: All Localities within Alameda, Alpine, Amador, Butte; Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba Counties.

			E	mployer Pay	ments		<u>Strai</u>	ght-Time	O	vertime Hourly R	ate
Classification (Journeyperson)	Basic Hourly Rate	Health and Welfare	Pension <sup>b</sup>	Vacation/ Holiday <sup>e</sup>	Training	Other Payments	Hours	Total Hourly Rate	<b>Daily</b> 1 1/2 <b>X</b>	Saturday <sup>d</sup>	Sunday/ Holiday 2X
*AREA I											
Master Installer	\$30.28	\$9.20	\$4.93	\$3.08	_	\$0.22	8	\$47.71	\$62.85	\$62.85	\$77.99
Lead Installer	26.06	9.20	4:93	3.08	_	0.22	8.	43.49	56.52	56.52	69.55
Installer I	22.61	9:20	4.43	3.08	-	0.22	8	39.54	50.845	50.845	62.15
Installer II	19.18	9.20	4.43	3:08	-	0.22	8	36.11	45.70	45.70.	55.29
*AREA 2								•			
Master Installer	26.56	9.20	4.93	3.08	_	0.22	8	43.99	57.27	57.27	70:55
Lead Installer	22.93	9.20	4.93	3.08	_	0.22	8	40.36	51.825	51.825	63.29
Installer I	19.96	9.20	4.43	3.08		0.22	8	36.89	46.87	46.87	56.85
Installer II	17.01	9.20	4.43	3.08	-	0.22	8	33.94	42.445	42.445	50.95
* AREA 3											
Master Installer	25.23	9.20	4.93	3.08		0.22	8	42.66	55.275	55.275	67.89
Lead Installer	21.81	9.20	4.93	3.08	-	0.22	8	39.24	50.145	50.145	61.05
Installer I	19.01	9:20	4.43	3.08	_	0.22	8	35.94	45,445	45.445	54.95
Installer II	16.24	9.20	4.43	3,08	_	0.22	8	33.17	41.29	41.29	49.41

AREA 1 - Alameda, Contra Costa, Marin, Napa, San Francisco, San Mateo, Santa Clara, Solano, and Sonoma Counties.

RATIO: The ratio of employees shall be based on the increments of ten (10) employees. It is understood that the employee ratio shall apply on a company-wide basis. For every ten (10) employees, the employer shall employ one (1) Master Installer, three (3) Lead Installer, three (3) Installer I, and three (3) Installer II. For crew size of less than 10 employees, the employer shall employ a Master Installer, followed by a Lead Installer, then an Installer I, and lastly an Installer II. For crew size of over 10 employees, please contact the Division of Labor Statistics and Research at 415-703-4774.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <a href="http://www.dir.ca.gov/OPRL/PWD">https://www.dir.ca.gov/OPRL/PWD</a>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at <a href="http://www.dir.ca.gov/OPRL/PWD">http://www.dir.ca.gov/OPRL/PWD</a>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director — Research Unit at (415) 703-4774.



AREA 2 - Monterey, San Benito, and Santa Cruz Counties.

AREA 3 - Alpine, Amador, Butte, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Mariposa, Mendocino, Merced, Modoc, Nevada, Placer, Plumas, Sacramento, San Joaquin, Shasta, Sierra, Siskiyou, Stanislaus, Sutter; Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba Counties.

Includes an amount for Annuity Trust Fund.

Includes an amount for Work Fee.

Rate applies for the first 10 hours only. All hours worked in excess of ten hours on Saturdays shall be paid at double time (2X).

### 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: #DRYWALL INSTALLER/LATHER (CARPENTER)

DETERMINATION: NC-31-X-16-2012-2 ISSUE DATE: August 22, 2012

**EXPIRATION DATE OF DETERMINATION:** June 30, 2013\*\* 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.

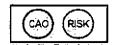
LOCALITY: All localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte; El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo and Yuba counties.

			•	Employer Paym	ents	<del></del>	Straig	nt-Time	Ove	rtime Hourl	v Rate
CLASSIFICATION (Journeyperson)	Basic Hourly Rate	Health and Welfare*	Pension	Vacation/ Holiday <sup>f</sup>	Training	Other Payments	Hours	Total Hourly Rate	Daily I 1/2X	Saturday I 1/2X	Sunday and Holiday
* Area 1											
Drywall Installer/ Lather	\$38.50	\$10.05	<b>%</b> 11.45	<b>\$</b> 4.05	\$0.57	\$0.48	o	<b>\$</b> 65,10	<sup>b</sup> \$84.35	h\$84.35	\$103.60
Stocker, Scrapper	19.25	9.90	*5.33	4,05	30.37	JU.70	.0	38.53	<sup>h</sup> 48.155	<sup>h</sup> 48.155	57.78
Stocker, Scrapper	19.25	9.90	1.08	4.05	•	•	8 8 8	34.28	<sup>6</sup> 43.905	43.905	53.53
Area 2											
Drywall Installer/											
Lather	32.62	10.05	811.45	4.05	0.57	0.48	8	59.22	<sup>6</sup> 75.53	<sup>b</sup> 75.53	91.84
Stocker, Scrapper	16.31	9.90	85.33	4.05	•	-	8 8	35.56	43.385	43.385	51.90
Stocker, Scrapper	16.31	9.90	1.08	4.05	-	-	8	31.34	h39,495	<sup>1</sup> 39,495	47.65
* Area 3											
Drywall Installer/											
Lather	33.12	10.05	811.45	4.05	0.57	0.48	8.	59.72	<sup>h</sup> 76.28	<sup>3</sup> 76.28	92:84
Stocker, Scrapper	16.56	9.90	₽5.33	4.05	-	-	8	35.84	h44.12	544.12	52.40
Stocker, Scrapper	16.56	9.90	1.08	4:05	-	-	8	31.59	<sup>h</sup> 39.87	<sup>6</sup> 39.87	48.15
<sup>4</sup> Area 4											
Drywall Installer/											
Lather	31,77	10.05	g11.45	4.05	0.57	0.48	8 8	58.37	h74,255	<sup>h</sup> 74.255	90.14
Stocker, Scrapper	15.89	9.90	85.33	4.05		-	8	35.17	h43.115	<sup>h</sup> 43.115	51.06 46.81
Stocker, Scrapper	15.89	9.90	1.08	4.05	•	•	8	30.92	<sup>h</sup> 38.865	<sup>h</sup> 38.865	46.81

#Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet @ http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWage/PWAppWageStart.asp.
To obtain any apprentice wage rates as of July 1, 2008 and prior to September 1, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at <a href="http://www.dir.ca.gov/das/das.html">http://www.dir.ca.gov/das/das.html</a>.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <a href="http://www.dir.ca.gov/OPRL/PWD">http://www.dir.ca.gov/OPRL/PWD</a>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with: Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at <a href="http://www.dir.ca.gov/OPRI/PWD">http://www.dir.ca.gov/OPRI/PWD</a>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.



Area 1 - Alameda, Contra Costa, Marin, Napa, San Francisco, San Mateo, Santa Clara, Solano and Sonoma counties.

Area 2 - Monterey, San Benito, and Santa Cruz Counties.

Area 3 - El Dorado, Placer, Sacramento, San Joaquin, and Yolo Counties.

Area 4 - Alpine, Amador, Butte, Calaveras, Colusa, Del Norte, El Dorado', Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Mariposa, Mendocino, Merced, Modoc, Nevada, Placer', Plumas, Shasta, Sierra, Siskiyou, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, and Yuba Counties.

Includes an amount for UBC health and safety fund for Drywall Installer/Lather only.

Includes an amount for Work Fees

Includes an amount for Annuity Trust Fund.

<sup>&</sup>lt;sup>a</sup> Rate applies to the first 4 overtime hours Monday through Friday and the first 8 hours on Saturday. All other time is paid at the Sunday and Holiday overtime rate. Saturdays may be worked at straight time if job is shut down during Monday through Friday due to inclement weather or major mechanical breakdown.

Employed by the same contractor for 2000 hours (consecutively or cumulatively).

Area 3 includes the portion of Placer County west of and including Highway 49 and the portion of El Dorado County west of and including Highway 49 and the territory inside the city limits of Placerville. Area 4 includes the portions of Placer and El Dorado Counties not covered in Area 3.

### GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

### CRAFT: # P(LE-DRIVER (CARPENTER)

**DETERMINATION:** NC-23-31-11-2012-2

ISSUE DATE: August 22, 2012

**EXPIRATION DATE OF DETERMINATION:** June 30, 2013\*\* 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, Glean, 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.

	-		E1	mployer Payr	nents		Straigh	t-Time	Over	time Hourly	Rate
Classification (Journeyperson)	Basic Hourly Rate	Health and Welfare	Pension	Vacation/ Holiday	Training	Other Payment	Hours s	Total Hourly Rate	Daily L 1/2X	Saturday	Sunday and Holiday
Pile Driver, Wharf, and Dock Builder	\$37.75 <sup>8</sup>	*10.05	<sup>b</sup> 12.90	°5.25	0.68	0.15	8	66.78	d85.655	d85.655	104.53
Diver (wet) up to	ψυ1.13	10.05	14.20	2.23	V.00	0.15	•	00.70	05.055	05.055	104.55
50 ft depth e.f	85.06	at 0.05	<sup>b</sup> 12.90	°5.25	0.68	0.15	8 '	114.09	<sup>d</sup> 156.62	<sup>d</sup> 156.62	199.15
Diver's Tender <sup>e</sup>	41.53	a10.05	b12.90	°5.25	0.68	0.15	8	70.56	491.325	<sup>d</sup> 91.325	112.09
Assistant Tender	37.75	a10.05	b12.90	°5.25	0.68	0.15	<b>'8</b>	66.78	<sup>4</sup> 85.655	<sup>d</sup> 85.655	104.53
Diver (stand-by)	42.53	*10.05	<sup>b</sup> 12.90	°5.25	0.68	0.15	8	71.56	<sup>4</sup> 92.825	492.825	114.09

### FOR "PILE DRIVER-BRIDGE BUILDER" - SEE NORTHERN CALIFORNIA CARPENTER PAGE 34.

PLEASE NOTE: To obtain wage rate information for Saturation Diver, Manned Submersible, Manifold Operator/Life Support Technician, Remote: Controlled/Operated Vehicle (RCV/ROV) Pilot/Technician, Navigator Surveyor, Bell Winch Operator & Diving Equipment Technician, please contact the Office of the Director - Research Unit at (415) 703-4774.

# Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet @ <a href="http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWage/PwAppWage/Estrasp">http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWage/PwAppWage/P

<sup>a</sup> Includes UBC Health & Safety Fund.

b Includes an amount per hour for Annuity Trust Fund.

<sup>e</sup> Includes an amount per hour for work fees.

d Rate applies to the first 2 daily overtime hours and the first 8 hours worked on Saturdays. All other time is paid at the Sunday/Holiday overtime rate.

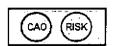
Shall receive a minimum of 8 hours pay for any day or part thereof.

For specific rates over 50 ft depth, contact the Division of Labor Statistics and Research.

<sup>8</sup> On bridges, powerhouses and dams, men working from bosun's chairs or swinging scaffolds or suspended from rope, cable, safety belts, or any device used as a substitute for or in lieu thereof (excluding piledriving rigs) shall receive \$0.15 per hour above this rate.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <a href="http://www.dir.ca.gov/OPRI/PWD">http://www.dir.ca.gov/OPRI/PWD</a>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director—Research Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at <a href="http://www.dir.ca.gov/OPRL/PWD">http://www.dir.ca.gov/OPRL/PWD</a>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director — Research Unit at (415) 703-4774.



GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1
FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

### **CRAFT: #ELEVATOR CONSTRUCTOR**

DETERMINATION: NC-62-X-1-2012-1 ISSUE DATE: February 22, 2012

**EXPIRATION DATE OF DETERMINATION:** July 8, 2012\* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Division of Labor Statistics and Research at (415) 703-4774 for new rates after 10 days from the expiration date, if no subsequent determination is issued.

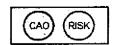
LOCALITY: All Localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Inyo, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Mono, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo and Yuba Counties. Portions<sup>a</sup> of Kern, San Bernardino and San Luis Obispo are detailed below.

			Employer	Payments	***	Strai:	ght-	<u>Time</u>	<u>Overti:</u>	me Hourly	Rate
Classification (Journeyperson)	Basic Hourly	Health and	Pension <sup>e</sup>	Vacation/ Holiday		Other Ho Payments	urs	Total Hourly	Daily	Saturday	Sunday and
(Journey person)	Rate	Welfare		Tionday		1 uy memis		Rate	1 1/2X <sup>d</sup>	1 1/2X <sup>d</sup>	Holiday
Mechanic	\$57.29	11.025	11.96	3.44	0.55	0.30	8	84.565	113.210	113.210	141.855 <sup>b</sup>
Mechanic (Employed in industry more than 5 years	57.29	11.025	11.96	4.58	0.55	0.30	8	85.705	114.350	114.350	142.995 <sup>b</sup>
Helper <sup>c</sup>	40.10	11.025	11.96	2.41	0.55	0.30	8	66,345	86.395	86.395	106.445 <sup>b</sup>
Helper (Employed in industry more than 5 years	) 40.10	11.025	11.96	3.21	0.55	0.30	8	67.145	87.195	87.195	107.245 <sup>b</sup>

#Indicates an apprenticeable craft. Effective as of July 1, 2008, the issuance and publication of the prevailing wage apprentice schedules/apprentice wage rates have been reassigned by the Department of Industrial Relations from the Division of Labor Statistics and Research to the Division of Apprenticeship Standards. To obtain any apprentice schedules/apprentice wage rates, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards website at <a href="http://www.dir.ca.gov/das/das.html">http://www.dir.ca.gov/das/das.html</a>.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <a href="http://www.dir.ca.gov/DLSR/PWD">http://www.dir.ca.gov/DLSR/PWD</a>. Holiday provisions for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

TRAVEL AND 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 subsistence provisions for the current determinations on the Internet at <a href="http://www.dir.ca.gov/DLSR/PWD">http://www.dir.ca.gov/DLSR/PWD</a>. Travel and/or subsistence requirements for each craft, classification or type of worker may be obtained from the Prevailing Wage Unit at (415) 703-4774.



<sup>&</sup>lt;sup>a</sup> Applies to that portion of these counties north of the Tehachapi Line. For more information contact the Division of Labor Statistics and Research.

<sup>&</sup>lt;sup>b</sup> For paid holidays recognized in the collective bargaining agreement employees are paid for 8 hours at straight time in addition to the Holiday rate for all hours worked.

<sup>&</sup>lt;sup>e</sup> Ratio: The total number of Helpers employed shall not exceed the number of Mechanics on any one job. For more information on the use of Helpers contact the Division of Labor Statistics and Research.

<sup>&</sup>lt;sup>d</sup> For Contract Service work only. All other overtime is paid at the Sunday/Holiday rate.

<sup>\*</sup>Includes an amount for Annuity Trust Fund.

### 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-23-63-1-2012-1 ISSUE DATE: August 22: 2012

EXPIRATION DATE OF DETERMINATION: June 30, 2013' Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director - Research Unit at (415) 703-4774 for the new rates after ten days after the expiration date if no subsequent determination is issued.

LOCALITY: Ail localities within Alameda, Alpine, Arnador, Butte, Calaveras, Colusa, Contra Costa, Dei Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Mercad, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Sante Clara, Santa Cruz, Shasta, Siarra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba counties.

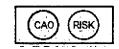
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Classification	θa Hoi	sic	Health	Pension	Vacation	Training	Other	Hours		tal	Da	• .		ay and
(Journeyperson)			and		and		Payments		• • • • • • • • • • • • • • • • • • • •	urty	Satu			liday
Ot1011 O	RE	ıt <del>e</del>	Welfare		Holiday*				R	ile	1 1.	12X		×
Classification Group*														
	Area 1 <sup>b</sup>	Area 2°			, .				Area 1º	Area 2º	Area 1°	Area 2º	Area 1	Area 2°
Group 1	\$37.77	\$39.77	\$12.53	\$8.89	\$3.70	\$0.62	<b>\$0</b> .73	8	\$64.24	\$66.24	\$83.13	\$86.13	\$102.01	\$106.01
Group 2	\$36.24	\$38.24	\$12.53	\$8.89	\$3.70	\$0.62	\$0.73	8	\$62.71	\$64.71	\$80.83	\$83.83	\$98.95	\$102.95
Group 3	\$34.75	\$36.76	\$12.53	\$8.89	\$3.70	\$0.62	\$0.73	8	\$61.23	\$63.23	\$78.61	\$81.61	\$95.99	\$99.99
Group 4	\$33.38	\$35.38	\$12.53	\$8.89	\$3.70	\$0.62	\$0.73	8	\$59.85	<b>\$6</b> 1.85	\$76.54	\$79.54	\$93.23	\$97.23
Group 5	\$32.11	\$34.11	\$12.53	\$8.89	\$3.70	\$0.62	. \$0.73	8	\$58.58	\$60.58	\$74.54	\$77.64	\$90.69	\$94.69
Group 6	\$30,79	\$32.79	\$12.53	\$8.89	\$3.70	\$0.62	\$0.73	8	\$57.28	\$59.26	\$72.66	\$75,66	\$88.05	\$92.05
Group 7	\$29.65	\$31.65	\$12.53	\$8.89	\$3.70	\$0.62	\$0.73	8	\$56.12	\$59.12	\$70.95	\$73.95	\$85.77	\$89.77
Group 8	\$28.51	\$30,51	\$12.53	\$8.89	\$3.70	\$0.62	\$0.73	8	\$54.98	\$56.98	\$69.24	\$72.24	\$63,49	\$87.49
Group 8-A	\$26.30	\$28.30	\$12.53	\$8.89	\$3.70	\$0.62	\$0.73	8	\$52.77	\$54.77	\$65.92	\$68,92	\$79.07	\$83.07
Group 1-A	\$38.65	\$40.65	\$12.53	\$8.89	\$3.70	\$0.62	\$0.73	8	\$65.12	\$67.12	\$84.45	\$87.45	\$103.77	\$107.77
Truck Crane Assistant to Engineer	\$31.68	\$33.68	\$12.53	\$8.89	\$3.70	\$0.62	\$0.73	8	\$58.15	\$60.15	\$73.99	\$76.99	\$89.83	\$93.83
Assistant to Engineer	\$29.39	\$31,39	\$12.53	\$8.89	\$3,70	\$0.62	\$0.73	8	\$55.86	\$57.66	\$70.56	\$73.56	\$85.25	\$89.25
Group 2-A	\$36,89	\$38.89	\$12.53	\$8.69	\$3.70	\$0.62	\$0.73	8	\$63.36	\$65.36	\$81.81	\$84.61	\$100.25	\$104.25
Truck Crane Assistant to Engineer	\$31.42	\$33,42	\$12.53	\$8.89	\$3.70	\$0.62	\$0.73	8	\$57.89	\$59.89	\$73,60	\$76,60	\$89.31	\$93,31
Assistant to Engineer	\$29.18	\$31.18	\$12.53	\$8.89	\$3.70	\$0.62	\$0.73	8	\$55.65	\$57.85	\$70.24	\$73,24	\$84.83	\$88.83
Group 3-A	\$35,15	\$37.15	\$12.53	\$8.69	\$3.70	\$0.62	\$0.73	Ř	\$61.62	\$63.62	\$79.20	\$82.20	\$98,77	\$100.77
Truck Crane Assistant to Engineer	\$31.18	\$33,18	\$12.53	\$8.89	\$3.70	\$0.62	\$0.73	8	\$57,85	\$59.65	\$73.24	\$76.24	\$88.83	\$92.83
Hydraulic	\$30.79	\$32.79	\$12.53	\$8.89	\$3.70	\$0.62	\$0.73	8	\$57.26	\$59.26	\$72.66	\$75.66	\$88.05	\$92.05
Assistant to Engineer	\$28.90	\$30.90	\$12.53	\$8.89	\$3.70	\$0.62	\$0.73	8	\$55,37	\$57,37	\$69.82	\$72.82	\$84,27	\$88.27
Group 4-A	\$32.11	\$34.11	\$12.53	\$8.89	\$3.70	\$0.62	\$0.73	Ř	\$58.58	\$60.58	\$74.64	\$77.64	\$90.69	\$94.69
Ot dolb 2.12	<b>442.11</b>	₩₩-4.	T (2.50	<b>9</b> 0,00	40.70	₩.04	<b>#4.73</b>		<b>\$-0.00</b>	<b>400.30</b>	414,04	Ø/ / .134	430.03	44.03

# 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 1, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards. website at http://www.dir.ca.gov/das/das.html.

NOTE: For Special Single and Second Shift rates, please see page 39A.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at http://www.dir.ca.gov/OPRUPWD. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director - Research Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at http://www.dir.ca.gov/OPRL/PWD. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director - Research Unit at (415) 703-4774.



For classifications within each group, see pages 398-40.

AREA 1 - Alameda, Contra Costa, Butte, Marin, Merced, Napa, Sacramento, San Berito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Solano, Stanislaus, Sutter, Yolo and Yuba countres, and portions of Alpine, Amador, Calaveras, Colusa, Dei Norte, El Dorado, Fresno, Glenn, Humboldt, Kinga, Lake, Lassen, Madera, Mariposa, Mendocino, Monterey, Nevada, Placer, Plumas, Shasta, Slerra, Siskiyou, Sonoma, Tehama, Tulare, Tuolumne and Trinity counties,

AREA 2 - Del Norte and Modoc, and portions of Alpine, Amador, Calaveras, Colusa, El Dorado, Frasno, Glenn, Humboldt, Lake, Lassen, Madera, Manposa; Mendocino, Monterey, Nevada, Placer, Plumas, Shasta, Sierra, Siskiyou, Sonome, Tehama, Tulare, Tuolumne and Trinity counties. (Portions of counties falling in each area detailed on page 41).

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.

includes an amount for supplemental dues.

When three shifts are employed for five (5) or more consecutive days, seven and one-half (7 1/2) consecutive hours (exclusive of meal period), shall constitute a day of work for which eight (8) times the straight time hourly rate shall be paid at the non-shift wage rate for the second shift. The third shift shall be seven (7) hours of work for eight (8) hours of pay at the non-shift wage rate.

### **DETERMINATION: NC-23-63-1-2012-1**

### CLASSIFICATIONS

GROUP 1

Operator of Helicopter (when used in erection work) Hydraulic Excavator 7 cu yds and over Power Shovels, over 7 cu vds

GROUP 2

Highline Cableway

Hydraulic Excavator 3 1/2 cu yds up to 7 cu yds Licensed Construction Work Boat Operator, On Site Microtunneting 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 % 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

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 snd including % cu yds

Concrete Batch Plants (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

Heavy Duty Repairman and/or Wetder

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, Asphall

Rubber-Tired Scraper, Self-Loading (paddle-wheels, etc)

Rubber-Tired Earthmoving Equipment (Scrapers)

Stip Form Paver (concreté)

Small Tractor with Drag Soil Stabilizer (P&H or equal)

Spider Plow and Spider Puller Timber Skidder

Track Loader up to 4 yards

Tractor Drawn Scraper Tractor, Compressor Drill Combination

Tubex Pile Rig

Unlicensed Construction Work Boat Operator, On Site

Woods-Mixer (and other similar Pugmill equipment)

GROUP 5

Cast-in Place Pipe Laying Machine Combination Slüsher and Motor Operator

Concrete Conveyor or Concrete Pump, Truck or Equipment Mounted

Concrete Conveyor, Building Site

Concrete Pump or Pumporete 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 Dozei

Tractor with boom, D6 or smaller Trenching Machine, maximum digging capacity over 5 ft.

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

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, Lud Hi-Lift or similar

Assistant to Engineer, Truck Mounted Equipment Pavement Breaker, Truck Mounted, with compressor

combination

Paying Febric Installation and/or Laying Machine Pipe Bending Machine (pipelines only)

Pipe Wrapping Machine (Tractor propalled and supported)

Screedman, (except asphaltic concrete paving)

Self Propelled Pipeline Wrapping Machine

**GROUP 7** 

Ballast Reguletor

Cary Lift or similar Combination Slurry Mixer and/or Cleaner

Drilling Equipment, 20 ft and under m.r.c.

Fireman Hot Plant

**Grouting Machine Operator** Highline Cableway Signalman Stationary Belt Loader (Kotman or similar) Lift Slab Machine (Vactors and similar types)

Maginnes Internal Full Stab Vibrator Material Hoist (1 Drum)

Mechanical Trench Shield

Pertsman (heavy duty repair shop perts 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)

Slip-Form Pumps (lifting device for concrete forms)

Tie Soncer

Trenching Machine (maximum digging capacity up)

to and including 5 ft depth

Truck-Mounted Rotating Telescopic Boom Typa

Lifting Device, Manitex or similar (Boom Truck) - Under 15 tons

Truck Type Loader

GROUP 8

Bit Sharcener

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 Seat Machine (or similar)

Mest Type Forklift

Assistant to Engineer

Pump Operator

Remogrator Plant

Reservoir-Debris Tug (Self-Propelled Floating)

Ross Carrier (Construction site)

Retemist Operator Self Propelled Tape Machine

Shuttlecar

Salf 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)

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### DETERMINATION: NC-23-83-1-2012-1

GROUP 8-A Articulated Dump Truck Operator Elevator Operator Mini Excavator under 25 H.P. (Backhoe-Trencher) Skidsteer Loader, Bobcat 743 series or Smaller and similar (without attachments)

GROUP 1-A Clamshells and Draglines over 7-cu yds Cranes over 100 tons Demick, over 100 tons Derrick Barge Pedestal mounted over 100 tons Self Propelled Boom Type Lifting Device Over 100 tons

GROUP 2-A Clamshells and Dragilnes 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

Non-Rotating over 15 tons.
Truck Mounted Rotating Telescopic Boom
Type Lifting Device, Manitex or similar
(Boom Truck -over 15 tons) Truck-Mounted Rotating Telescopic Boom Type Lifting Device, Munitex or Similar (Boom Truck), under 15 tons



### DESCRIPTION FOR AREAS 1 AND 2:

Area 1 is all of Northern California within the following Township. State and/or county Boundaries:

Commencing in the Pacific Ocean on the extension of the Southerly line of Township 19S, of the Mount Diablo Base and Meridian, Thence Easterly along the Southerly line of Township 19S, to the Northwest corner of Township 20S, Range 6E, Thence Southerly to the Southwest corner of Township 20S, Range 6E, Thence Easterly to the Northwest corner of Township 21S, Range 7E Thence Southerly to the Southwest comer of Township 21S, Range 7E Thence Easterly to the Northwest comer 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 comer 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 comer of Township 13S, Range 28E, Thence Westerly to the Southeast corner Township 12S, Range 27E Thence Northerty to the Northeast corner of Township 12S, Range 27E. Thence Westerly to the Southeast corner of Township 11S, Range 26E, Therice 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 comer of Township 5S, Range 20E. Thence Westerly to the Southeast comer 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 Northerty to the Northeast corner of Township 4N, Range 17E, Thence Westerly to the Southeast corner of Township 5N, Range 15E, Thence Northerty to the Northeast comer of Township 5N, Renge 15E, Thence Westerly to the Southeast corner of Township 6N, Range 14E, Thence Northerly to the Northeast comer 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 comer of Township 18N, Range 10E. Thence Northerly to the Northeast corner of Township 20N, Range 10E, Thence Westerly to the Southeast comer of Township 21N, Range 9E. Thence Northerly to the Northeast corner of Township 21N, Range 9E, Thence Westerly to the Southeast comer of Township 22N, Range 8E, Thence Northerly to the Northeast corner of Township 22N, Range 8E, Thence Westerly to the Northwest comer of Township 22N, Range 8E. Thence Northerty 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 Northerty to the Northeast comer 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 comer 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 comer of Township 43N, Range 5W, Therice Northerly to the California / Oregon State Border,

Thence Westerly along the California / Oregon State Border to the Westerly Boundary of Township Range 8W.

Therice Southerly to the Southwest corner of Township 43N, Range 8W, Thence Easterly to the Southeast corner of Township 43N, Range 8W, Therice Southerly to the Southwest corner of Township 42N, Range 7W, Thence Easterly to the Southeast corner of Township 42N, Range 7W, Thence Southerty to the Southwest corner of Township 41N, Range 6W, Thence Easterly to the Northwest comer 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 Southerty 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 comer 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 comer 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, Therice Southerly to the Southwest corner of Township 13N, Range 14W, Thence Easterly to the Northwest corner of Township 12N, Range 13W, Theree 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 Eesterly to the Northwest corner of Township 1S, Range 2E, Thence Southerly to the Southwest corner of Township 2S, Range 3E, Thence Eesterly 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 Northerly to the Northeast corner of Township 5N, 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 Westerly to the Northeast corner of Township 8N, Range 3E, Thence Westerly to the Southeast corner of Township 9N, Range 3E, Thence Westerly to the Southeast corner of Township 9N, Range 3E, Thence Westerly to the Northeast corner of Township 10N, Range 3E, Thence Westerly to the Northeast corner of Township 10N, Range 1E, Thence Westerly 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 Westerly 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, 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-23-83-1-2012-1** 

ISSUE DATE: August 22, 2012

EXPIRATION DATE OF DETERMINATION: June 30, 2013' 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 aubsequent datermination is issued.

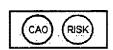
LOCALITY: All localities within Alemeda, Alpine, Amedor, Butta, Calaveras, Cotusa, Contra Costa, Del Norte, El Dorado, Fresno, Gienn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Mercad, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Sistiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulgre, Tuotumne, Yolo, and Yuba counties.

			_	Emp	lover Pavm	ents .	<del></del>		Straight-Tim	e		Overtime i	lourly Rate	
Classification	Ba	sic	Health	Pension	Vacation	Training	Other	Hours	To	tal	Da	ity/	Sunda	ay and
(Journeyperson)	Ho	urly	and		and		Payments		Ho	urty	Satu	rday <sup>d</sup>	Hol	iday
*	Ra	ate .	Welfare		Holiday*				Ra	rte	1.1	/2X	2	X
Classification Group*														
	Area 1º	Area 2º							Area 1	Area 2º	Area 1 <sup>b</sup>	Area 2*	Area 1 <sup>b</sup>	Area 2º
Group 1	\$42.10	\$44,10	\$12.53	\$8,89	\$3.70	\$0.62	\$0.73	8	\$68.57	\$70.57	\$89.62	\$92.62	\$110.67	\$114.87
Group 2	\$40.37	\$42.37	\$12.53	\$8.89	\$3.70	\$0.62	\$0,73	8	\$66.84	\$68.84	\$87,03	\$90,03	\$107.21	\$111.21
Group 3	\$38.71	\$40.71	\$12.53	\$8.89	\$3.70	\$0.62	\$0.73	8	\$65.18	\$67.18	\$84.54	\$87.54	\$103.89	\$107.89
Group 4	\$37.15	\$39.15	\$12.53	\$8.89	\$3.70	\$0.62	\$0.73	8	\$63.62	365.62	\$82.20	\$85.20	\$100.77	\$104,77
Group 5	\$35,73	\$37,73	\$12.53	\$8.89	\$3.70	\$0.62	\$0.73	8	\$62.20	\$64.20	\$80.07	\$83.07	\$97.93	\$101.93
Group 6	\$34.23	\$36.23	\$12.53	\$8.89	\$3.70	\$0.62	\$0.73	8	\$60.70	\$62.70	\$77.82	\$80.82	\$94.93	\$98.93
Group 7	\$32.95	\$34.95	\$12.53	\$8.89	\$3.70	\$0.62	\$0.73	8	\$59.42	\$61.42	\$75.90	\$78.90	\$92.37	\$96.37
Group 8	\$31.68	\$33.68	\$12,53	\$8.89	\$3,70	\$0.62	\$0.73	8	\$56,15	· \$60.15	\$73.99	\$76.99	\$89.83	\$93.83
Group 8-A	\$29.17	\$31.17	*\$12.53	\$6.89	\$3.70	\$0.62	\$0.73	8	\$55.64	\$57.64	\$70.23	373.23	\$84.81	\$88,81
Group 1-A	\$43.08	\$45.08	\$12,53	\$8,89	\$3.70	\$0.62	\$0.73	8	\$69.55	\$71.55	\$91.09	\$94.09	\$112.63	\$116.63
Truck Crane Assistant to Engineer	\$35.25	\$37.25	\$12.53	\$6.89	\$3.70	\$0.62	\$0.73	8	\$61.72	\$63.72	\$79.35	\$82.35	\$96.97	\$100.97
Assistant to Engineer	\$32.66	\$34.66	\$12.53	\$8.89	\$3.70	\$0.62	\$0.73	8	\$59.13	\$61.13	\$75.46	\$76.46	\$91.79	\$95.79
Group 2-A	\$41.09	\$43.09	\$12,53	\$8.89	\$3,70	\$0.62	\$0.73	8	\$67.56	\$89.56	\$86.11	\$91.11	\$108.85	\$112.65
Truck Crane Assistant to Engineer	\$34.96	\$36.96	\$12.53	\$8.89	\$3.70	\$0.62	\$0.73	8	\$B1.43	\$63.43	<b>\$7</b> 8.91	\$81.91	\$96.39	\$100.39
Assistant to Engineer	\$32.43	\$34.43	\$12.53	\$8.89	\$3.70	\$0.62	\$0.73	В	\$58.90	\$60.90	\$75.12	\$78.12	\$91.33	\$95.33
Group 3-A	\$39.13	\$41.13	\$12.53	\$8.89	\$3.70	\$0.62	\$0.73	8	\$65.60	\$67.60	\$B5,17	\$68,17	\$104.73	\$108.73
Truck Crane Assistant to Engineer	\$34.69	\$36.69	\$12.53	\$8.89	\$3.70	\$0.62	\$0,73	8	\$61.16	\$63.16	<b>3</b> 78.51	861.51	\$95.85	\$99.85
Hydraulic	\$34.23	\$36.23	\$12,53	\$8.89	\$3.70	\$0.62	\$0.73	8	\$60.70	\$82.70	\$77.82	\$80.82	\$94.93	\$98.93
Assistant ta Engineer	\$32.12	\$34,12	\$12.53	\$8.89	\$3.70	\$0.62	\$0.73	8	\$58.59	\$60.59	\$74.65	\$77.85	\$90.71	\$94,71
Group 4-A	\$35.73	\$37.73	\$12.53	\$8.69	\$3.70	\$0.82	\$0.73	8	\$62.20	\$64.20	\$80.07	\$83.07	\$97.93	\$101.93

<sup>#</sup> Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet at http://www.dir.ca.gov/OPRL/PWAppVVage/PWAppVAge/PWAppVVage/PWAppVVage/PWAppVVage/PWAppVVage/PWAppVVage/PWAppVVage/PWAppVVage/PWAppVVage/PW website at http://www.dir.ca.gov/das/das.html.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid; shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holidays provisions for the current determinations on the Internet at http://www.dir.ca.gov/OPRL/PWD. Holiday provisions for current or supersaded 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 end/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at http://www.dir.ca.gov/OPRL/PWD. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director - Research Unit at (415) 703-4774.



For classifications within each group, see pages 398-40.

AREA 1 - Alameda, Contra Costa, Butte, Marin, Merced; Nepa, 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, Kings, Lake, Lassen, Madera, Mariposa, Mendocino, Monterey, Nevada, Placer, Plumas, Shasta, Sierra, Siskiyou, Sonoma, Tehama, Tulare, Tuolumne and Trinity counties.

AREA 2 - Del None and Modoc, and portions of Alpine, Amador, Cataveras, Colusa, El Dorado, Fresno, Glenn, Humboldt, Lake, Lassen, Madera, Mariposa, Mendocino, Monterey, Nevada, Placer, Plumas, Shasta, Sierra, Siskiyou, Sonoms, Teharna, Tulare, Tuolume and Trinity counties. (Portions of counties falling in each area detailed on page 41).

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.

includes an amount for supplemental dues.

### 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 (BUILDING CONSTRUCTION)

**DETERMINATION: NC-23-63-1-2012-1A** 

ESUE DATE: August 22, 2012

EXPIRATION DATE OF DETERMINATION: June 30, 2013\* Effective until superseded by a new determination issued by the Oirector of Industrial Relations. Contact the Office of the Director - Research Unit at (415) 703-4774 for the new rates after ten days after the expiration date if no subsequent determination is issued.

LOCALITY: All locatries within Alpine, Amador, Butte, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Piacer, Plumas, Sacramento, San Benito, San Joaquin, Santa Cruz, Shasta, Sierra, Siskiyou, Sonoma, Stanistaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba counties.

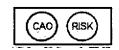
				Employer Payments			_		Straight-Tim	<del>18</del>		Overtime l	Hourly Rate	<u> </u>
Classification (Journeyperson)	Но	sic urty ste	Health and Welfare	Pension	Vacation and Holiday*	Training	Other Payments	Hours'	Но	otal urly stė	Satu	aily/ irday <sup>4</sup> i/2X	Hol	ay and iday X
Classification Group*													<b>.</b>	
	Area 16	Area 2°							Area 1	Area Zº	Area 1º	Area 2°	Area 1 <sup>b</sup>	Агва 2°
Group 1	\$36.35	\$38.35	\$12.53	\$8.89	\$3,70	\$0.62	\$0.73	8	\$62.62	\$64.82	\$81.00	\$84.00	\$99.17	\$103.17
Group 2	\$34,90	\$36,90	\$12.53	\$8.89	\$3.70	\$0.62	\$0.73	8	\$61.37	\$83.37	\$78.82	\$81.82	\$96.27	\$100.27
Group 3	\$33.50	\$35.50	\$12.53	\$8,89	\$3.70	\$0.62	\$0.73	. 8	\$59.97	\$61.97	\$76,72	\$79.72	\$93,47	\$97.47
Group 4	\$32.17	\$34.17	\$12.53	\$8.89	\$3.70	\$0.62	\$0.73	8	\$58.64	\$60.64	\$74.73	\$77.73	\$90.81	\$94.81
Group 5	\$30.96	\$32.98	\$12.53	\$8.89	\$3.70	\$0.62	\$0.73	₽	\$57.43	\$59.43	\$72.91	\$75.91	\$88.39	\$92.39
Group 5	\$29.69	\$31.69	\$12,53	\$8.89	\$3.70	\$0.52	\$0,73	8	\$56.16	\$58.16	\$71.01	\$74.01	\$85.85	\$89.85
Group 7	\$28.60	\$30.60	\$12.53	\$8.89	\$3.70	\$0.62	\$0.73	8	\$55.07	\$57.07	\$69.37	\$72.37	\$83.67	\$87.67
Group 6	\$27.52	\$29.52	\$12.53	\$8.89	\$3.70	\$0.62	\$0.73	8	\$53.99	\$55.99	\$67.75	\$70.75	\$81.51	\$85.51
Group 8-A	\$25,40	\$27.40	\$12.53	\$6.89	\$3.70	\$0.62	\$0.73	8	\$51,87	\$53.87	\$64.57	\$87,57	\$77.27	\$81,27
Group 1-A	\$37.20	\$39.20	\$12.53	\$8.89	\$3.70	\$0.82	\$0.73	8	\$63.67	\$65.67	\$82.27	\$85.27	\$100.87	\$104.87
Truck Crane Assistant to Engineer	\$30.54	\$32.54	\$12.53	\$8.89	\$3,70	\$0.62	\$0.73	8	\$57.01	\$59.01	\$72.28	\$75.28	\$87.55	\$91.55
Assistant to Engineer	\$26.37	\$30.37	\$12.53	\$8.89	\$3,70	\$0.52	\$0.73	8	\$54,84	\$56,84	\$69.03	\$72.03	\$83,21	\$87,21
Group 2-A	\$35.51	\$37.51	\$12.53	\$8.89	\$3.70	\$0.62	\$0.73	8	\$61.96	\$63.98	\$79.74	\$82.74	\$97.49	\$101.49
Truck Crane Assistant to Engineer	\$30.30	\$32.30	\$12.53	\$8.89	\$3.70	\$0.82	\$0.73	8	\$58.77	\$58.77	\$71.92	\$74.92	\$87.07	\$91.07
Assistant to Engineer	\$28.15	\$30.15	\$12.53	\$8.89	\$3.70	\$0.82	\$0.73	8	\$54.62	\$56.62	\$88.70	\$71.70	\$82.77	\$86.77
Group 3-A	\$33.87	\$35.87	\$12.53	\$8.89	\$3.70	\$0.62	\$0.73	8	\$60.34	\$62.34	\$77.28	\$80.26	\$94.21	\$98.21
Truck Crane Assistant to Engineer	\$30,06	\$32.08	\$12,53	\$8.89	\$3.70	\$0.82	\$0.73	8	\$56.53	\$58.53	\$71.58	\$74.56	\$86,59	\$90.59
Hydraulic	\$29.69	\$31.69	\$12.53	\$8.89	\$3.70	\$0.62	\$0.73	8	\$56,16	\$56.16	\$71.01	\$74.01	\$85.85	\$89.85
Assistant to Engineer	\$27.90	\$29.90	\$12.53	\$8.89	\$3,70	\$0.62	\$0.73	8	\$54,37	\$58.37	\$68.32	\$71,32	\$82.27	\$86.27
Group 4-A	\$30.96	\$32.96	\$12.53	\$8.89	\$3.70	\$0.62	\$0.73	ė	\$57.43	\$59.43	\$72.91	\$75.91	\$88.39	\$92.39

<sup>#</sup> Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet at http://www.dir.ca.gov/OPRI/PWAppWage/PWApp apprentice wage rates as of July 1, 2008 and prior to September 1, 2012, please contact the Division of Apprenticeablip Standards or refer to the Division of Apprenticeablip Standards at http://www.dir.ca.gov/das/das.html.

NOTE: For Special Single and Second Shift rates, please see page 40C.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is an life 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 so provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the internet at http://www.dr.ca.gov/OPRUPWD. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director - Research Unit at (415) 703-4774.

TRAVEL ANO/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/QPRUPWD. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director - Research Unit at (415) 703-4774.



For classifications within each group, see pages 398-40.

AREA 1 - Butte, Merced, Nape, Secremento, San Benito, San Joaquin, Santa Cruz, Stanislaus, Sulter, Yolo and Yuba counties; and portions of Alpine, Amador, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Mariposa, Mendocino, Monterey, Nevada, Placer, Plumes, Shasta, Sierra, Sieklyou, Sonoma, Tehama, Tulare,

AREA 2 - Del Norte and Modoc, and portions of Alpine, Amador, Calaveras, Colusa, 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).

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 weether.

Includes an amount for supplemental dues.

When three shifts are employed for five (5) or more consecutive days, seven and one-half (7 1/2) consecutive hours (exclusive of meal period), shall constitute a day of work, for which eight (8) times the straight time hourly rate shall be paid at the non-shift wage rate for the second shift. The third shift shall be seven (7) hours of work for eight (8) hours of pay at the non-shift wage rate,

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: # OPERATING ENGINEER (BUILDING CONSTRUCTION) (SPECIAL SINGLE AND SECOND SHIFT)

**DETERMINATION: NC-23-63-1-2012-1A** 

ISSUE DATE: August 22, 2012

EXPIRATION DATE OF DETERMINATION: June 30, 2013\* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director - Research Unit at (415) 703-4774 for the new rates after ten days after the expiration date if no subsequent determination is issued.

LOCALITY: All localities within Alpine, Amador, Butte, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Meriposa, Meridocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Joaquín, Santa Cruz, Shasta, Sierra, Siskiyou, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuokumne, Yolo, and Yuba counties.

			_	Employer Payments					Straight-Tim	<u>e'</u>		Overtime I	lourly Rate	
Classification (Journeyperson)	Be Ho	isic urty	Health and	Pension	Vacation and	Training	Other Payments	Hours		itali urty	Da Satur		Sunda	
	Ra	ate	Weitare		Hotiday				Ra	ne.	1 1,	/2X	2	X
Classification Group"														_
	Area 1 <sup>b</sup>	Area 2ª							Area 1 <sup>b</sup>	Area 2°	Area 1 <sup>b</sup>	Area 2°	Area 1 <sup>b</sup>	Area 2°
Group 1	\$40.50	\$42.50	\$12.53	\$8.89	\$3.70	\$0.62	\$0.73	8	\$86.97	\$68.97	\$67.22	\$90.22	\$107.47	\$112.47
Group 2	\$38.86	\$40.88	\$12.53	\$8.89	\$3.70	\$0.62	\$0.73	8	\$65,33	\$67,33	\$84.76	\$87.76	\$104.19	\$108.19
Group 3	\$37.30	\$39.30	\$12.53	\$8.89	\$3.70	\$0.62	\$0.73	8	\$83.77	\$65.77	\$82.42	\$85.42	\$101.07	\$105.07
Group 4	\$35.78	\$37.78	\$12.53	\$8.89	\$3.70	\$0.62	\$0.73	8	\$62.25	\$64.25	\$80.14	\$83.14	\$98.03	\$102.03
Group 5	\$34.43	\$36.43	\$12.53	\$8.89	\$3.70	\$0.62	\$0.73	8	\$60.90	\$62.90	\$78.12	\$81.12	\$95.33	\$99.33
Group 6	\$32.99	\$34.99	\$12.53	\$8.89	\$3.70	\$0.62	\$0.73	8	\$59.46	\$61.46	\$75.96	\$78.96	\$92.45	\$96.45
Group 7	\$31.78	\$33.78	\$12.53	\$8.89	\$3.70	\$0.62	\$0.73	8	\$58.25	\$60.25	\$74.14	\$77.14	\$90.03	\$94.03
Group 8	\$30.57	\$32.57	\$12.53	\$8.89	\$3.70	\$0.62	\$0.73	8	\$57.04	\$59.04	\$72.33	\$75.33	\$87.51	\$91.61
Group 8-A	\$28,18	\$30.18	\$12.53	\$8.89	\$3.70	\$0.62	\$0.73	8	\$54.65	\$58.65	\$68.74	\$71.74	\$82.83	\$86.83
Group 1-A	\$41.48	\$43.48	\$12.53	\$8.89	\$3.70	\$0.62	\$0.73	8	\$67.93	\$69.93	\$88.66	\$91.66	\$109.39	\$113.39
Truck Crane Assistant to Engineer	\$33.97	\$35,97	\$12.53	\$8.69	\$3,70	\$0.62	\$0.73	8	\$80.44	\$62.44	\$77.43	\$80.43	\$94.41	\$98.41
Assistant to Engineer	<b>5</b> 31.51	\$33.51	\$12.53	\$8.89	\$3.70	\$0.62	\$0.73	8	\$57.98	\$59.98	\$73.74	\$76.74	\$89.49	\$93.49
Group 2-A	\$39.55	\$41.55	\$12.53	\$8.89	\$3.70	\$0.62	\$0.73	. 8	\$86.02	\$68.02	\$85.80	\$88.80	\$105.57	\$109.57
Truck Crane Assistant to Engineer	\$33.70	\$35.70	\$12.53	\$8.89	\$3.70	\$0.62	\$0.73	8	\$80.17	\$62.17	\$77.02	\$80.02	\$93.87	597.87
Assistant to Engineer	\$31.27	\$33.27	\$12.53	\$8.89	\$3.70	\$0.62	\$0.73	8	\$57.74	\$59.74	\$73.38	\$76.38	\$89.01	\$93.01
Group 3-A	\$37.69	\$39.69	\$12.53	\$8.89	\$3.70	\$0.62	\$0.73	8	\$64.16	\$66.16	\$83.01	\$86.01	\$101.85	\$105.85
Truck Crane Assistant to Engineer	\$33.43	\$35.43	\$12.53	\$8.89	\$3.70	\$0.62	\$0.73	8	\$59.90	\$61.90	\$76.62	\$79.62	\$93.33	\$97.33
Hydraulic	\$32.99	\$34.99	\$12.53	\$8.89	\$3.70	\$0.62	\$0.73	8	\$59.46	\$61.46	\$75.96	\$78.96	\$92.45	\$96.45
Assistant to Engineer	\$30.99	\$32.99	\$12.53	\$8.89	\$3.70	\$0.02	\$0.73	6	\$57.48	\$59.46	\$72.96	\$75.96	\$88.45	\$92.45
Group 4-A	\$34.43	\$38,43	\$12.53	\$8.89	\$3.70	\$0.62	\$0.73	8	\$60,90	\$62.90	\$78.12	\$81.12	\$95.33	\$99.33

<sup>#</sup> indicates an apprenticeable craft. The current apprentice wage rates are available on the internet at http://www.dir.cs.gov/OPRL/PWAppWage/PWAppWageStart.asp. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 1, 2012, please contact the Olvision of Apprenticeship Standards or rate; to the Olvision of Apprenticeship Standards. at http://www.dir.ca.gov/das/das.html.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at http://www.dir.ca.gov/OPRL/PWD. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Operator — Research Unit at (415) 703-4774.

TRAYEL 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 subsistance provisions for the current determinations on the internet at http://www.dir.ca.gov/OPRUPWD. 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.



<sup>\*</sup> For classifications within each group, see pages 398-40.

<sup>&</sup>lt;sup>5</sup> AREA 1 - Butte, Merced, Napa, Sacramento, San Benito, San Joaquin, Santa Cruz, Stanislaus, Sutter, Yolo and Yuba countles, and portions of Alpine, Amador, Calaveras, Colusa, Del Norte, El Dorado, Franco, Glenn, Humboldt, Kinge, Lake, Lassen, Madera, Mariposa, Mendocino, Monterey, Nevada, Placer, Plumas, Shasta, Slerra, Siskiyou, Sonoma, Tehama, Tulare,

AREA 2 - Del Norte and Modoc, and portions of Alpine, Amedor, Calaveras, Colusa; El Dorado, Fresno, Glenn, Humboldt, Lake, Lassen, Medera, Mariposa, Mendocino,
Monterey, Nevada, Placer, Plumas, Shaeta, Sierra, Siekyou, Sonoma, Tehame, Tulera, Tuolumne and Trinity counties. (Portions of counties falling in each area detailed on page 41).

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.

Includes an amount for supplemental dues.

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

#### CRAFT: #STEEL ERECTOR AND FABRICATOR (OPERATING ENGINEER-BUILDING CONSTRUCTION)

**DETERMINATION: NC-23-63-1-2012-1D1** 

ISSUE DATE: August 22, 2012

EXPIRATION DATE OF DETERMINATION: June 30, 2013 Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director - Research Unit at (415) 703-4774 for the new rates after ten days after the expiration date if no subsequent determination is issued.

LOCALITY: All localities within Alpine, Amador, Butte, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Joaquin, Santa Cruz, Shasta, Sierra, Siskiyou, Sonoma, Stanistaus, Sutter, Tehama, Trinity, Tutare, Tuolumine, Yoto, and Yuba counties.

			Em	ployer Paym	ents		Straigl	nt-Time	<u>Q</u>	vertime Hours	Rate
Classification <sup>b</sup> (Journeyperson)	Basic Hourly Rate	Health and Welfare	Pension	Vacation and Holldav <sup>c</sup>	Training	Other Payments	Hours	Total Hourly Rate	Daily 1 1/2X	Saturday*	Sunday and Holiday 2X
	4		_								
Group 1	\$38.14	\$12.53	\$8.89	\$3.70	\$0.62	\$0.73	8	\$64.61	\$83.66	\$83.68	\$102.75
Truck Crane Assistant to Engineer	\$31.15	\$12.53	\$8.89	\$3.70	\$0.62	\$0.73	8	\$57.62	\$73.20	\$73.20	\$88.77
Assistant to Engineer	\$29.01	\$12.53	\$8.89	\$3.70	\$0.62	\$0.73	6	\$55.48	<b>\$6</b> 9.99	\$69.99	\$84.49
Group 2	\$36.43	\$12,53	\$8.89	\$3.70	\$0.62	\$0.73	8	\$62.90	\$81.12	\$81.12	\$99.33
Truck Crane Assistant to Engineer	\$30.93	\$12.53	\$8.89	\$3.70	\$0.62	\$0.73	8	\$57.40	\$72.87	\$72.87	\$88,33
Assistant to Engineer	\$28.76	\$12.53	\$8.89	\$3.70	\$0.62	\$0.73	8	\$55.23	\$69.61	\$69.61	\$83.99
Group 3	\$35.04	\$12.53	\$8.69	\$3,70	\$0.62	\$0.73	8	\$61,51	\$79.03	<b>\$7</b> 9,03	\$96,55
Truck Crane Assistant to Engineer	\$30.68	\$12.53	\$8.69	\$3.70	\$0.62	\$0.73	8	\$57.15	\$72.49	\$72.49	\$87.83
Hydraulic	\$30.30	\$12.53	\$8.89	\$3.70	\$0.52	\$0.73	ě	\$56.77	\$71.92	\$71.92	\$87.07
			\$8.89	\$3.70	\$0.62	\$0.73	В	\$55.00	\$69.27	\$69.27	\$83.53
Assistant to Engineer	\$28.53	\$12,53	30,09	<b>ф</b> 3.70	- <b>#</b> U.02	<b>3</b> 0.13		<b>\$</b> 33,00	#U3.21	₩00.21	<b>3</b> 00.00
Group 4	\$33.11	\$12.53	\$8.89	\$3.70	\$0,62	\$0.73	8	\$59.58	\$76.14	\$76.14	\$92.69
Group 5	\$31.86	\$12.53	\$8.89	\$3.70	\$0.62	\$0.73	8	\$58.33	\$74.26	\$74.26	\$90.19

<sup>#</sup> Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet at http://www.dlr.ca.gov/OPRL/PWAppWage/PWAppwage/PWApp

- \* Saturday in the same work week may be worked at straight-time rates if a job is shut down during the normal work week due to inclement weather.
- <sup>b</sup> For classifications within each group, see page 45.
- <sup>6</sup> Includes an amount for supplemental dues.

NOTE: For Special Single and Second Shift rates, please see page 40D.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the internet at http://www.dir.ca.gov/OPRL/PWD. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415):703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at http://www.dir.ca.gov/OPRL/PWD. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415):703-4774.



When three shifts are employed for five (5) or more consecutive days, seven and one-half (7 1/2) consecutive hours (exclusive of meal period), shall constitute a day of work, for which eight (8) times the straight time hourly rate shall be paid at the non-shift wage rate for the second shift. The third shift shall be seven (7) hours of work for eight (8) hours of pay at the non-shift wage rate.

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

# CRAFT: #STEEL ERECTOR AND FABRICATOR (OPERATING ENGINEER-BUILDING CONSTRUCTION) (SPECIAL SINGLE AND SECOND SHIFT)

DETERMINATION: NC-23-63-1-2012-1D1

ISSUE DATE: August 22, 2012

EXPIRATION DATE OF DETERMINATION: June 30, 2013\* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director – Research Unit at (415) 703-4774 for the new rates after ten days after the expiration date if no subsequent determination is issued.

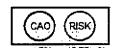
LOCALITY: All localities within Alpine, Amador, Butte, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Joaquin, Santa Cruz, Shasta, Sierra, Siskiyou, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumno, Yolo, and Yuba counties.

			Em	ployer Paym	ents	-	Straig	nt-Time —	0	vertime Hourt	Rate
Classification <sup>b</sup> (Journeyperson)	Basic Hourty	Health and	Pension	Vacation and	Training	Other Payments	Hours	Total Hourly	Daily	Saturday	Sunday and Hollday
•	Rate	Welfare		Holiday				Rate	1 1/2X	1 1/2X	2X
Group 1	\$42.51	\$12,53	\$8.89	\$3.70	\$0.62	\$0.73	8	\$68.98	\$90.24	\$90.24	\$111.49
Truck Crane Assistant to Engineer	\$34,65	\$12.53	\$8.89	\$3.70	\$0.62	\$0.73	8	\$61.12	\$78.45	\$78.45	\$95.77
Assistant to Engineer	\$32.23	\$12.53	\$8.89	<b>\$</b> 3.70	\$0.62	\$0.73	8	\$58.70	\$74.82	\$74.82	\$90.93
Group 2	\$40.59	\$12.53	\$8.89	\$3.70	\$0.62	\$0.73	8	\$67.06	\$87.36	\$87.36	\$107.65
Truck Crane Assistant to Engineer	\$34.39	\$12.53	\$8,89	\$3.70	\$0.62	\$0.73	8	\$60.86	\$78.06	\$78.06	\$95.25
Assistant to Engineer	\$31.96	\$12.53	\$8.89	\$3.70	\$0.62	\$0.73	8	\$58.43	\$74.41	\$74.41	\$90.39
Group 3	\$39.01	\$12.53	\$8.89	\$3,70	\$0.62	\$0.73	8	\$65.48	\$84.99	\$84,99	\$104.49
Truck Crane Assistant to Engineer	\$34.11	\$12,53	\$8.89	\$3.70	\$0.62	\$0.73	8	\$60.58	\$77.64	\$77.64	\$94,69
Hydraulic	\$33.70	\$12.53	\$8.89	\$3.70	\$0.62	\$0.73	8	\$60.17	\$77.02	\$77.02	\$93,87
Assistant to Engineer	\$31.68	\$12.53	\$8.89	\$3.70	\$0.62	\$0.73	8	\$58.15	\$73.99	\$73.99	\$89.83
Group 4	\$36.86	\$12,53	\$8.89	\$3,70	\$0.62	\$0,73	. 8	\$63.33	\$81.76	\$81.76	\$100.19
Group 5	\$35,44	\$12.53	\$8.89	\$3.70	\$0.62	\$0.73	8	\$61.91	<b>\$</b> 79.63	<b>\$</b> 79.63	\$97.35

<sup>#</sup> Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet at http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 1, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at http://www.dir.ca.gov/das/das.html.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holiday provision worker the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at http://www.dir.ca.gov/OPRL/PWD. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director — Research Unit at (415) 703-474.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the internet at http://www.dir.ca/gov/OPRL/PWD. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.



<sup>8</sup> Saturday In the same work week may be worked at straight-time rates if a job is shut down during the normal work week due to inclement weather.

<sup>&</sup>lt;sup>b</sup> For classifications within each group, see page 45.

Includes an amount for supplemental dues.

#### FOR LANDSCAPE CONSTRUCTION PROJECTS

**CRAFT: # OPERATING ENGINEER** 

**DETERMINATION: NC-63-3-75-2012-1** 

ISSUE DATE: August 22, 2012

**EXPIRATION DATE OF DETERMINATION:** June 30, 2013\* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director – Research Unit at (415) 703-4774 for the new rates after ten days after the expiration date if no subsequent determination is issued.

LOCALITY: All localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba Counties.

				<u>E</u>	mplover P	ayments		St	raight-T	ime.		Over	time Hou	rly Rate		
Classification	Ba	sic	Health	Pension	Vacation	Training	Other	Ho	urs To	tal	Dai	ly	Sat	urday	Sun	day and
(Journeyperson)	Ho	ourly	and		and		Payments		Hò	urly				•	H	oliday
	Ra	ite	Welfare		Holidayf		-		F	late	1 1/2	ŽX.	1	1/2X		2X
Classification Gro	oup <sup>a</sup>				₹.									-		
	Area 1 <sup>b</sup>	Area 2	•						Area I	Area 2c	Area Ib	Area 2c	Area 1b	Area 2°	Area 1	Area 2°
Group I	\$28.64	30.64	12.53	8.61	3,50	0.61	<sup>d</sup> 0.78	8	54.67	56.67	68.99	71.99	68.99	71.99	83.31	87.31
Group II	25.04	27.04	12.53	8.61	3.50	0.61	<sup>d</sup> 0.78	8	51.07	53.07	63.59	66.59	63.59	66.59	76.11	80.11
Group III	20.43	22.43	12.53	8.61	3.50	0.61	4 0.78	8	46.46	48.46	56.675	59.675	56.675	59.675	66.89	70.89
Group IV.8	17.72	19.72	12.53	8.61	3.50	0.61	d 0.78	8	43.75	45:75	52.61	55.61	52.61	55.61	61.47	65.47

<sup>#</sup> Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet at <a href="http://www.dir.ca.gov/OPRI/PWAppWage/PWAppWageStart.asp">http://www.dir.ca.gov/OPRI/PWAppWage/PWAppWageStart.asp</a>. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 1, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at <a href="http://www.dir.ca.gov/das/das.html">http://www.dir.ca.gov/das/das.html</a>.

**RECOGNIZED HOLIDAYS:** Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <a href="http://www.dir.ca.gov/OPRL/PWD">http://www.dir.ca.gov/OPRL/PWD</a>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the internet at <a href="http://www.dir.ca.gov/OPRL/PWD">http://www.dir.ca.gov/OPRL/PWD</a>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director - Research Unit at (415) 703-4774.

#### **CLASSIFICATIONS**

#### Group I

Landscape Finish Grade Operator. All finish grade work regardless of the equipment used, and all equipment with a horsepower rating of more than 65.

#### Group II

Landscape Operator up to 65 H.P. All equipment with a manufacturer's horsepower rating of 65 or less except equipment covered by Group I or Group III. The following equipment shall be included in Group II except when used for finish work so long as its manufacturer's horsepower rating is 65 or less.

A-Frame and Winch Truck

Backhoe

Forklift (Jobsite)

HDR Welder - Landscape - Operating Engineer's Equipment Hydro Seeder Machine

Roller

Rubber-Tired and Track Earthmoving Equipment

Skiploader

Straw Blowers

Trencher - 35 Horsepower up to 65 Horsepower

#### Group III

Landscape Utility Operator Small Rubber-Tired Tractor Trencher - Under 31 Horsepower

#### Group IV.

Assistant Landscape Utility Operator



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<sup>\*</sup> For classifications within each group, see below.

<sup>&</sup>lt;sup>b</sup> AREA 1 - Alameda, Butte, Contra Costa, Kings, Marin, Merced, Napa, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Solario, Stanislaus, Sutter, Yolo and Yuba Counties; and portions of Alpine, Amador, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Lake, Lassen, Madera, Mariposa, Mendocino, Monterey, Nevada, Placer, Plumas, Shasta, Sierra, Siskiyou, Sonoma, Tehama, Tulare, Tuolumne and Trinity Counties.

AREA 2 - Modoc, and portions of Alpine, Amador, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Lake, Lassen, Madera, Mariposa, Mendocino, Monterey, Nevada, Placer, Plumas, Shasta, Sierra, Siskiyou, Sonoma, Tehama, Tulare; Tuolumne and Trinity Counties. (Portions of counties falling in each area detailed on page 41)

<sup>&</sup>lt;sup>4</sup> Includes an amount for Annuity Fund \$0.40, Contract Administration Fund \$0.20, Industry Stabilization Fund \$0.06, Preservation Fund \$0.10, and Industry Promotion Fund \$0.02.

<sup>&</sup>lt;sup>e</sup> Saturdays in the same work week may be worked at straight-time if a job is shut down during the normal work week due to inclement weather.

Includes an amount for Supplemental Dues.

<sup>&</sup>lt;sup>8</sup> Group IV receives no predetermined increases.

#### FOR LANDSCAPE CONSTRUCTION PROJECTS

#### CRAFT: # OPERATING ENGINEER (SPECIAL SINGLE AND SECOND SHIFT)

**DETERMINATION:** NC-63-3-75-2012-1

ISSUE DATE: August 22, 2012

**EXPIRATION DATE OF DETERMINATION:** June 30, 2013\* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director – Research Unit at (415) 703-4774 for the new rates after ten days after the expiration date if no subsequent determination is issued.

LOCALITY: All localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba Counties.

		· ·	Ė	mployer P	ayments.		Stra	ught-Tin	<u>1e</u>			ertime H	ourly Ra	te _	
Classification	Basic	Health	Pension	Vacation	Training	Other	Ho	urs Tot	al	, D	aily	Satu	rdaye	Suno	iay &
(Journeyperson)	Hourly	and		and		Payments		Hou	rly					Hol	iday
	Rate	Welfare	•	Holiday <sup>f</sup>				Ra	ite	1.1	1/2X	1.1	/2X	2)	X.
Classification Gro	oup <sup>a</sup>														
	Area lb Area	2°						Area 1 <sup>b</sup>	Area 2°	Area 1	Area 2c	Area 16	Area 2 <sup>c</sup>	Area.1	Area 2 <sup>c</sup>
Group I	\$32.05 34.05	12.53	8.61	3.50	0.61	<sup>d</sup> 0.78	8	58.08	60.08	74.105	77.105	74:105	77.105	90.13	94.13
Group II	28.00 30.00	12.53	8.61	3.50	0.61	<sup>d</sup> 0.78	8	54.03	56.03	68.03	71.03	68.03	71.03	82.03	86.03
Group III	22.81 24.81	12.53	8.61	3.50	0.61	d 0.78	-8	48.84	50.84	60.245	63.245	60.245	63.245	71.65	75.65
Group IV g	19.91 21.91	12.53	8.61	3.50	0.61	<sup>4</sup> .0.78	8	45.94	47.94	55.895	58,895	55.895	58.895	65.85	69.85

<sup>#</sup> Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet at <a href="http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp">http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp</a>. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 1, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at <a href="http://www.dir.ca.gov/das/das.html">http://www.dir.ca.gov/das/das.html</a>.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate; the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <a href="http://www.dir.ca.gov/OPRI\_PWD">http://www.dir.ca.gov/OPRI\_PWD</a>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at <a href="http://www.dir.ca.gov/OPRL/PWD">http://www.dir.ca.gov/OPRL/PWD</a>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

#### **CLASSIFICATIONS**

#### Group I

Landscape Finish Grade Operator. All finish grade work regardless of the equipment used, and all equipment with a horsepower rating of more than 65.

#### Group II

Landscape Operator up to 65 H.P. All equipment with a manufacturer's horsepower rating of 65 or less except equipment covered by Group I or Group III. The following equipment shall be included in Group II except when used for finish work so long as its manufacturer's horsepower rating is 65 or less.

A-Frame and Winch Truck

Backhoe

Forklift (Jobsite)

HDR Welder - Landscape - Operating Engineer's Equipment Hydro Seeder Machine

Roller

Rubber-Tired and Track Earthmoving Equipment

Skiploader

Straw Blowers

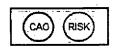
Trencher - 35 Horsepower up to 65 Horsepower

#### Group III

Landscape Utility Operator Small Rubber-Tired Tractor Trencher - Under 31 Horsepower

#### Group IV

Assistant Landscape Utility Operator



<sup>\*</sup> For classifications within each group, see below.

b AREA 1 - Alameda, Butte, Contra Costa, Kings, Marin, Merced, Napa, Sacramento, San Benito, San Francisco, San Josquin, San Mateo, Santa Clara, Santa Cruz, Solano, Stanislaus, Sutter, Yolo and Yuba Counties; and portions of Alpine, Amador, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Lake, Lassen, Madera, Mariposa, Mendocino, Monterey, Nevada, Placer, Plumas, Shasta, Sierra, Siskiyou, Sonoma, Tehama, Tulare, Tuolumne and Trinity Counties.

<sup>&</sup>lt;sup>c</sup> AREA 2 - Modoc, and portions of Alpine, Amador, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Lake, Lassen, Madera, Mariposa, Mendocino, Monterey, Nevada, Placer, Plümas, Shasta, Sierra, Siskiyou, Sonoma, Tehama, Tulare, Tuolumne and Trinity Counties. (Portions of counties falling in each area detailed on page 41).

d Includes an amount for Annuity Fund \$0.40, Contract Administration Fund \$0.20, Industry Stabilization Fund \$0.06, Preservation Fund \$0.10, and Industry Promotion Fund \$0.02

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.

Includes an amount for Supplemental Dues.

<sup>&</sup>lt;sup>8</sup> Group IV receives no predetermined increases.

# GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS AND LOSS A

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

#### CRAFT: # DREDGER OPERATING ENGINEER

(CLAMSHELL AND DIPPER DREDGING AND HYDRAULIC SUCTION DREDGING)

**DETERMINATION:** NC-63-3-12-2012-1

ISSUE DATE: August 22, 2012

**EXPIRATION DATE OF DETERMINATION:** June 30, 2013\* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director – Research Unit at (415) 703-4774 for the new rates after ten days after the expiration date if no subsequent determination is issued.

LOCALITY: All localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba counties.

				Employer Payments		<u>S</u> t	raigh	t-Time		,	Ov	ertime H	ourly Rat	e	·	
Classification (Journeyperson	n) F	asic lourly ate	Health and Welfare	Pension °	Vacation and Holiday <sup>d</sup>	Training	Other Payments	Hou		urly		Daily <sup>s</sup> I 1/2X		turday <sup>(g</sup> I/2X		inday and oliday 2X
Classification First Shift		b Area 2	:						Area 1 <sup>b</sup>	Area 2e	Area 1 <sup>b</sup>	Area 2°	Area 1 <sup>b</sup>	Area 2e	Area 1 <sup>t</sup>	Area 2°
Group 1 Group 2 Group 3 Group 4	\$39.68 34.72 33.60 30.30	41.68 36.72 35.60 32.30	I2.13 I2.13 I2.13 12.13	9.90 9.90 9.90 9.90	4.63 4.63 4.63 4.63	0.08 0.08 0.08 0.08	0.25 0.25 0.25 0.25	8 8 8 8	66.67 61.71 60.59 57.29	68:67 63:71 62:59 59:29	86.51 79.07 77.39 72.44	89.51 82.07 80.39 75.44	86.51 79.07 77.39 72.44	89:51 82:07 80:39 75:44	106.35 96.43 94.19 87.59	110.35 100.43 98.19 91.59
Second Shift	Area l	b Area 2º	1						Area 1 <sup>b</sup>	Area 2 <sup>c</sup>	Area 1 <sup>b</sup>	Area $\hat{2}^c$	Area Ib	Area 2°	Area I	Area 2e
Group 1 Group 2 Group 3 Group 4	\$43.99 38.41 37.15 33.44	45.99 40.41 39.15 35.44	12.13 12.13 12.13 12.13	9.90 9.90 9.90 9.90	4.63 4.63 4.63 4.63	0.08 0.08 0.08 0.08	0.25 0.25 0.25 0.25	8 8 8	70.98 65.40 64.14 60.43	72.98 67.40 66.14 62.43	92.975 84.605 82.715 77.15	95.975 87.605 85.715 80.15	92.975 84.605 82.715 77.15	95.975 87.605 85:715 80.15	103.81	118.97 107.81 105.29 97.87

<sup>#</sup> 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 1, 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.

HDR/Welder

Rate applies to the first 4 daily overtime hours Monday thru Friday and the first 12 hours on Saturday. All other time worked is paid at the Sunday and Holiday overtime rate.

GROUP 1	GROUP 3	GROUP 4
Leverman / Operator	Booster Pump Operator	Bargeman
Day Mate (Captain)	Deck Engineer	Deckhand
Chief Engineer	Deck Mate	Fireman
-	Dredge Tender	Levechand
GROUP 2	Welder	Oiler
	Winch Man Oiler	
Dredge Dozer	Watch Engineer Oiler	

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at http://www.dir.ca.gov/OPRL/PWD. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at http://www.subsistence.com/or subsistence requirements for current determinations on the Internet at http://www.subsistence.com/or subsistence requirements for current determinations on the Internet at http://www.subsistence.com/or subsistence.com/or s

<sup>&</sup>quot; For classifications within each group, see below.

<sup>&</sup>lt;sup>b</sup> AREA 1 - Alameda, Butte, Contra Costa, Kings, Marin, Merced, Napa, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Solano, Stanislaus, Sutter, Yolo and Yuba counties; and portions of Alpine, Amador, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glem, Humboldt, Lake, Lassen, Madera, Mariposa, Mendocino, Monterey, Nevada, Placer, Plumas, Shasta, Sierra, Siskiyou, Sonoma, Tehama, Trinity, Tulare, and Tuolumne counties.

<sup>&</sup>lt;sup>c</sup> AREA 2 - Modoc, and portions of Alpine, Amador, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Lake, Lassen, Madera, Mariposa, Mendocino, Monterey, Nevada, Placer, Plumas, Shasta, Sierra, Siskiyou, Sonoma, Tehama, Trinity, Tulare, and Tuolumne counties (Portions of counties falling in each area detailed on page 41).

d Includes an amount for Supplemental Dues.

<sup>\*</sup> Includes an amount for Annuity Trust Fund.

Saturday in the same workweek may be worked at straight-time if a job is shut down during the normal workweek due to inclement weather.

### FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

#### CRAFT: TRAFFIC CONTROL/LANE CLOSURE (LABORER)

DETERMINATION: NC-23-102-13-2011-2

ISSUE DATE: August 22, 2011

**EXPIRATION DATE OF DETERMINATION:** June 30, 2012\*. Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Division of Labor Statistics and Research (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is

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.

			Employe	r Payments		_	Straight-	<u> Cime</u>	Overtu	<u>me Hourly f</u>	<u> Kate</u>
Classification (Journeyperson)	Basic Hourly	Health <sup>f</sup> and	Pension*	Vacation and	Training	Other Payments	Hours	Total Hourly	Daily	Saturday	And
Com. 1912 - 129	Rate	Welfare.		Holiday <sup>b</sup>				Rate	1 1/2X	1 1/2X	Holiday
AREA 1 Traffic Control Person I	27:19	6.54	7.55	2.48	0.34	0,19	8	44,29	57.885	57.885	71.48
Traffic Control Person II Delineating Device Application (Installation of Temporary/Permanent Signs, Markers, Delineators											
And Crash Cushions)	24.69	6.54	7.55	2.48	0.34	0.19	8	41.79	54:135	54.135	66.48
Flag Person	26.89	6.54	7.55	2.48	0.34	0.19	8	43.99	57.435	57.435	70.88
dAREA 2 Traffic Control Person I	26.19	6.54	7.55	2.48	0.34	0.19.	8	43.29	56.385	56.385	69.48
Traffic Control Person II Delineating Device Application (Installation of Temporary/Permanent Signs, Markers, Delineators											
And Crash Cushions)	23.69	6.54	7.55	2.48	0.34	0.19	8 -	40.79	52.635	52.635	64.48
Flag Person	25.89	6.54	7.55	2.48	0.34	0.19	8	42.99	55.935	55.935	68.88

**DETERMINATION:** NC-23-102-13-2011-2A

ISSUE DATE: August 22, 2011

EXPIRATION DATE OF DETERMINATION: June 30, 2012\* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Division of Labor Statistics and Research (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.

Entry Level Trainee											-0
(1st 2000 hours)	16.57	6.54	7.55	2.48	0.34	0.19	8	33:67	41,955	41,955	50.24

a Includes an amount for the Annuity Trust Fund.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <a href="http://www.dir.ca.gov/DLSR/PWD">http://www.dir.ca.gov/DLSR/PWD</a>. 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 <a href="http://www.dir.ca.gov/DLSR/PWD">http://www.dir.ca.gov/DLSR/PWD</a>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contracting the Decivaling Wage Unit at (415) 703-4774.

b Includes an amount (\$0.82) for Supplemental Dues

c. Saturdays in the same workweek may be worked at straight-time if job is shut down during the normal workweek due to inclement weather, major mechanical breakdown or lack of materials beyond the control of the employer.

d AREA I - 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 An individual employer may employ (1) Entry Level Trainee for every journeyman Laborer:

f Includes an amount (\$0.30) for Retiree Health & Welfare

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: #\$TEEL ERECTOR AND FABRICATOR (OPERATING ENGINEER-HEAVY AND HIGHWAY WORK)

**DETERMINATION:** NC-23-63-1-2012-10

ISSUE DATE: August 22, 2012

EXPIRATION DATE OF DETERMINATION: June 30, 2013\* 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 tan days after the expiration date if no subsequent determination is issued.

LOCALITY: All localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, B Dorado, Fresno, Gienn, 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, Tutare, Tuotumne, Yolo, and Yuba counties.

			Em	ployer Paym	ents	ì	Straigh	nt-Time	کـــــ	vertime Houriv	Rate
Classification (Journeyperson)	Basic Hourly Rate	Health and Welfare	Pension	Vacation and Holiday <sup>d</sup>	Training	Other Payments	Hours*	Total Hourly Rate	Daily <sup>b</sup> 1 1/2X	Saturday <sup>alb</sup>	Sunday and Holiday 2X
Group 1	\$39.62	\$12.53	\$8.89	\$3.70	\$0.62	\$0.73	8	\$66.09	\$85.90	\$85.90	\$105.71
Truck Crane Assistant to Engineer	\$32,30	\$12.53	\$8,89	\$3.70	\$0.62	\$0.73	8	\$58.77	\$74.92	\$74.92	\$91.07
Assistant to Engineer	\$30.07	\$12.53	\$8,89	\$3.70	\$0.62	\$0,73	8	\$56.54	\$71.58	\$71.58	\$86,61
Group 2	\$37.85	\$12.53	\$8.89	\$3.70	\$0.62	\$0.73	8	\$64.32	\$83.25	\$83.25	\$102.17
Truck Crane Assistant to Engineer	\$32.08	\$12.53	\$8.89	<b>\$</b> 3.70	\$0.62	\$0.73	B	\$58.55	\$74.59	\$74.59	\$90.63
Assistant to Engineer	\$29.80	\$12.53	\$8.89	\$3.70	\$0.62	\$0.73	8	\$58.27	\$71:17	\$71,17	\$86.07
Group 3	\$36.37	\$12.53	\$8.89	\$3.70	\$0.62	\$0.73	8	\$62.84	\$81.03	\$81.03	\$99.21
Truck Crene Assistant to Engineer	\$31.81	\$12.53	\$8.89	<b>\$</b> 3.70	\$0.62	\$0.73	8	<b>\$</b> 58.28	\$74:19	\$74.19	\$90.09
Hydraulic	\$31.42	\$12.53	\$8.89	\$3.70	\$0.62	\$0.73	8	\$57.89	\$73.60	\$73.60	\$89.31
Assistant to Engineer	\$29.58	\$12.53	\$8.89	\$3.70	\$0.62	\$0.73	8	\$56.05	\$70.84	\$70.84	\$85.63
Group 4	\$34,35	\$12.53	\$8.89	\$3,70	\$0,62	\$0.73	8	\$80.82	\$78.00	\$78.00	\$95.17
Group 5	\$33.05	\$12.53	\$8.89	\$3.70	\$D.62	\$0.73	8	\$59.52	\$76.05	\$76.05	\$92.57

<sup>#</sup> Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet at http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWage/Start.asp. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 1, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards website at http://www.dir.ca.gov/das/das.html.

#### GROUP 1

Cranes over 100 tons Derrick over 100 tons Self Propelled Boom Type Lifting Device over 100 tons

#### GROUP 2

Crenes over 45 tons up to and including 100 tons Derrick, 100 tons and under Self Propelled Boom Type Litting Device, over 45 tons Tower Crane

#### GROUP :

Crenes, 45 tons and under Self Propelled Boom Type Lifting Device; 45 tons and under

#### GROUP 4

Chicago Boom
Forklift, 10 tons and over
Heavy Duty Repairman/Welder

#### GROUP 5

Boom Ca

NOTE: For Special Single and Second Shift retes, please see page 45A.

RECOGNIZED HOLDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at http://www.dir.ca.gov/OPRL/PWD. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director - Research Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at http://www.dir.cs.gov/OPRL/PWD. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

<sup>\*</sup> Saturday in the same work week may be worked at straight-time rates if a job is shut down during the normal work week due to inclement weather.

<sup>&</sup>lt;sup>b</sup> Rate applies to the first 2 dally overtime hours and the first 8 hours on Saturday only. All other time is paid at the Sunday/Holiday overtime rate.

<sup>&</sup>lt;sup>6</sup> For Building Construction, see page 40B

d includes an amount for supplemental dues.

When three shifts are employed for five (5) or more consecutive days, seven and one-half (7 1/2) consecutive hours (exclusive of meal period), shall constitute a day of work, for which eight (8) times the straight time hourly rate shall be paid at the non-shift wage rate for the second shift. The third shift shall be seven (7) hours of work for eight (8) hours of pay at the non-shift wage rate.

FOR COMMERCIAL BUILDING HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

## CRAFT: #STEEL ERECTOR AND FABRICATOR (OPERATING ENGINEER-HEAVY AND HIGHWAY WORK)<sup>c</sup> (SPECIAL SINGLE AND SECOND SHIFT)

**DETERMINATION: NC-23-63-1-2012-1D** 

ISSUE DATE: August 22, 2012

EXPIRATION DATE OF DETERMINATION: June 30, 2013\* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director - Research Unit at (415) 703-4774 for the new rates after ten days after the expiration date if no subsequent determination is issued.

LOCALITY: All localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glerin, 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, Sisklyou, Sotano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tutare, Tuolumne, Yolo, and Yuba counties.

			Em	olover Paym	ents		Straig	nt-Time		vertime Houriv	Rate
Classification (Journeyperson)	Basic Hourty	Health and	Pension	Vacation and	Training	Other Payments	Hours	Total Hourly	Deily	Saturdayasb	Sunday and Holiday
·	Rate	Welfare		Holiday <sup>d</sup>				Rate	1 1/2X	1 1/2X	2X
Group 1	\$44.17	\$12.53	\$8.89	\$3.70	\$0.62	\$0.73	8	\$70.64	\$92.73	\$92.73	\$114.81
Truck Crane Assistant to Engineer	\$35.94	\$12.53	\$8.89	\$3.70	\$0.62	\$0.73	8	\$82,41	\$80.38	\$80.38	\$98.35
Assistant to Engineer	\$33.42	\$12.53	\$8.89	\$3.70	\$0.62	\$0.73	8	\$59.89	\$76.60	\$76.60	\$93.31
Group 2	.\$42.19	\$12.53	\$8.89	\$3.70	<b>\$</b> 0.62	\$0.73	8	\$68,66	\$89.76	\$89.76	\$110.85
Truck Crane Assistant to Engineer	\$35.69	\$12.53	\$8.89	\$3.70	\$0.62	\$0.73	8	\$62.16	\$80.01	\$80.01	\$97.85
Assistant to Engineer	\$33,14	\$12.53	\$8.89	\$3,70	\$0.62	\$0.73	В	\$59.61	\$76.18	\$76.18	\$92.75
Group 3	\$40.51	\$12.53	\$8.89	\$3.70	\$0.62	\$0.73	8	\$66.98	\$87.24	\$87.24	\$107.49
Truck Crane Assistant to Engineer	\$35.39	\$12.53	\$8.89	\$3.70	\$0.62	\$0.73	6	\$61,86	\$79.56	\$79.56	\$97.25
Hydraulic	\$34.96	\$12.53	\$8.89	\$3.70	\$0.62	\$0.73	8	\$61.43	\$78.91	\$78.91	\$96.39
Assistant to Engineer	\$32.88	\$12,53	\$8.89	\$3,70	\$0.62	\$0.73	8	\$59.35	\$75.79	\$75.79	.\$92.23
Group 4	\$38.25	\$12.53	\$8.89	\$3.70	\$0.62	\$0.73	8	\$64.72	\$83.85	\$83.85	\$102.97
Group 5	\$36.78	\$12.53	\$8.89	\$3.70	\$0.62	\$0.73	8	\$63.25	\$81.64	\$81.64	\$100.03

<sup>#</sup> Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet at http://www.dir.ca.gov/OPRL/PWApp/Wage/PWApp/WageStart.asp. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 1, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at http://www.dir.ca.gov/das/das.html.

#### **GROUP 1**

Cranes over 100 tons Derrick over 100 tons Self Propelled Boom Type Lifting Device over 100 tons

### GROUP 2

Cranes over 45 tons up to and including 100 tons Derrick, 100 tons and under Self Propietied Boom Type Lifting Device, over 45 tons Tower Crane

#### **GROUP 3**

Cranes, 45 tons and under Self Propelled Boom Type Lifting Device, 45 tons and under

#### GROUP 4

Chicago Boom Forklift, 10 tons and over Heavy Duty Repairman/Welder

#### GROUP 5

Boom Cat

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at http://www.dir.ca/gov/OPRL/PWD. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at http://www.dir.ca.gov/OPRL/PWD. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

<sup>\*</sup> Saturday in the same work week may be worked at straight-time rates if a job is shut down during the normal work week due to inclement weather.

b Rate applies to the first 2 daily overtime hours and the first 8 hours on Saturday only. All other time is paid at the Sunday/Holidey overtime rate.

For Building Construction, see page 408

d Includes an amount for supplemental dues

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

### CRAFT: LIGHT FIXTURE MAINTENANCE

DETERMINATION: NC-61-X-6-2012-1

ISSUE DATE: August 22, 2012

EXPIRATION DATE OF DETERMINATION: June 30, 2013\* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director – Research Unit at (415) 703-4774 for the new rates after ten days after the expiration date if no subsequent determination is issued.

LOCALITY: All localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, El Dorado, Fresno, Glenn, Kings, Lake, Lassen, Madera, Marin, Mendocino, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Solano, Sonoma, Sutter, Tehama, Trinity, Tulare, Yolo and Yuba counties.

			Employe	er Payments	<u> </u>	Strais	ht-Time	Overti	me Hourly F	Rate
Classification (Journeyperson)	Basic Hourly	Health and	Pension <sup>a</sup>	Vacation and	Training	Hours	Hourly	Daily	6 <sup>th</sup> & 7th Workday	Holiday
	Rate	Welfare	•.•	Holiday		9	Rate	1 1/2X	1 1/2X	2X
Fixture Washer: Start	\$ 18.58	\$8,60	\$1,56	\$.64		8	\$28.38	\$37.950	\$37.950	\$47,520
3 – 6 Months	20.45	8.60	.61	.71		8	30.37	40.900	40.900	51.430
6 Months or More	21.66	8.60	.65	.75		8	31.66	42.815	42.815	53.970
Serviceman		•								
0 – 12 Months	23.79	8.60	.71	.82		8	33.92	46.170	46.170	58.420
12 Months or More	25.19	8.60	.76	.87		8	35.42	48.395	48.395	61.370

<sup>&</sup>lt;sup>a</sup> 3% of the Basic Hourly Rate for the National Employees Benefit Fund which is factored at the applicable overtime multiplier.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <a href="http://www.dir.ca.gov/OPRL/PWD">http://www.dir.ca.gov/OPRL/PWD</a>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at <a href="http://www.dir.ca.gov/OPRL/PWD">http://www.dir.ca.gov/OPRL/PWD</a>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.



FOR COMMERCIAL BUILDING; HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

#### CRAFT: #PILE DRIVER (OPERATING ENGINEER-HEAVY AND HIGHWAY WORK)

DETERMINATION: NC-23-63-1-2012-1B

ISSUE DATE: August 22, 2012

EXPIRATION DATE OF DETERMINATION: June 30, 2013" Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director - Research Unit at (415) 703-4774 for the new rates after ten days after the expiration date if no subsequent determination is issued.

LOCALITY: All localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumine, Yolo, and Yuba counties.

			Employer Payments				Straight-Time		Overtime Hourly Rate		
Classification (Journeyperson)	Basic Hourly Rate	Health and Welfare	Pension	Vacation and Holiday <sup>b</sup>	Training	Other Payments	Hours <sup>d</sup>	Total Hourly Rate	Daily 1/2X	Saturdáy*	Sunday and Holiday 2X
Group 1	\$38.99	\$12:53	\$8,69	\$3.70	\$0.62	\$0.73	8	\$65.46	\$84.96	\$84.96	\$104.45
Truck Crane Assistant to Engineer	\$32.01	\$12.53	\$8.89	\$3.70	\$0.62	\$0.73	8	\$58.48	\$74.49	\$74.49	\$90.49
Assistant to Engineer	\$29.73	\$12.53	\$8,89	\$3.70	\$0.62	\$0,73	8.	\$56.20	\$71.07	\$7,1.07	\$85.93
Group 2	\$37,17	\$12,53	\$8.89	\$3.70	\$0.62	\$0.73	8	\$63.64	\$82.23	\$82.23	\$100.81
Truck Crane Assistant to Engineer	\$31.76	\$12.53	\$8.89	\$3.70	\$0.62	\$0.73	8	\$58.23	\$74.11	\$74.11	\$89.99
Assistant to Engineer	\$29.46	\$12.53	\$8.89	\$3.70	\$0.62	\$0.73	8	\$55.93	\$70.66	\$70.66	\$85.39
Group 3	\$35.49	\$12.53	\$8.69	\$3.70	\$0.62	\$0.73	8	\$61.96	\$79.71	\$79.71	\$97.45
Truck Crane Assistant to Engineer	\$31,47	\$12.53	\$8.89	\$3.70	\$0.62	\$0.73	8	\$57.94	\$73.68	\$73.68	\$89.41
Assistant to Engineer	\$29.24	\$12.53	\$8.89	\$3.70	\$0.62	\$0.73	8	\$55.71	\$70.33	\$70.33	\$84.95
Group 4	\$33,72	\$12,53	\$8,89	\$3.70	\$0.62	\$0.73	. 8	\$60.19	\$77.05	\$77.05	\$93.91
Group 6	\$31.08	\$12.53	\$8.89	\$3.70	\$0.62	\$0.73	8	\$57.55	\$73.09	\$73.09	\$88.63
Group 8	\$28.85	\$12.53	\$8.89	\$3.70	\$0.62	\$0.73	. 8	\$55.32	\$69.75	\$69,75	\$84.17

<sup>#</sup> Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet at http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWage/Start.asp. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 1, 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

includes an amount for supplemental dues.

Rate applies to the first 2 daily overtime hours only. All other time is paid at the double time rate.

#### GROUP 1

Clamshells Over 7 Cu Yds Demick Barge Pedestal Mounted Over 100 Tons Self Propelled Boom Type Lifting Device Over 100 Tons Truck Crane Or Crawler, Land Or Barge Mounted Over 100 Tons GROUP 2

Clamshells Up To And Including 7 Cu Yds Demok Barge Pedestal Mounted 45 Tons Up To And Including 100 Tons Fundex F-12 Hydrautic Pile Rig Self Propelled Boom Type Lifting Oevice Over 45 Tons Truck Crane Or Crawler, Land Or Barge Mounted, Over 45 Tons UP To And Including 100 Tons

#### GROUP 3

Dernick Barge Pedestal Mounted Under 45 Tons Self Propelled Boom Type Lifting Device 45 Tons And Under Shid/Scow Piledriver, Any Tonnag Truck Crane Or Crawler, Land Or Barge Mounted 45 Tons And Under **GROUP 4** Assistant Operator Forklift, 10 Tons And Over

Heavy Outy Repairman/Welder

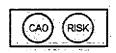
GROUP 6 Deck Engineer

GROUP 8 Deckhand Fireman

NOTE: For Special Single and Second Shift rates, please see page 47B.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourty wege rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular graft, classification, or type of worker employed on the project, which is on file with the Director of industrial Relations. If the preveiling rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at http://www.dir.ca.gov/OPRL/PWD. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director - Research Unit at (415) 703-4774

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at http://www.dlr.ca.gov/OPRL/PWD. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.



Saturday in the same work week may be worked at straight-time rates if a job is shut down during the normal work week due to inclement weather.

When three shifts are employed for five (5) or more consecutive days, seven and one-half (7 1/2) consecutive hours (exclusive of meal period), shall constitute a day of work, for which eight (8) times the straight time hourly rate shall be paid at the non-shift wage rate for the second shift. The third shift shall be seven (7) hours of work for eight (8) hours of pay at the non-shift wage rate.

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

#### CRAFT: #PILE DRIVER (OPERATING ENGINEER-HEAVY AND HIGHWAY WORK) (SPECIAL SINGLE AND SECOND SHIFT)

DETERMINATION: NC-23-63-1-2012-1B

ISSUE DATE: August 22, 2012
EXPIRATION DATE OF DETERMINATION: June 30, 2013° Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director — Research Unit at (415) 703-4774 for the new rates after ten days after the expiration date if no subsequent determination is issued.

LOCALITY: All localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquín, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tutare, Tuolumne, Yolo, and Yuba countles.

			Employer Payments		Straight-Time		Overtime Hourly Rate		v Rate		
Classification (Journeyperson)	Basic Hourly	Health and	Pension	Vacation and	Training	Other Payments	Hours	Total Hourly	Dally <sup>a</sup>	Saturday <sup>a</sup>	Sundey and Holiday
	Rate	Welfare		Holiday				Rate	1' 1/2X	1 1/2X	2X
Group 1	\$43.46	\$12.53	\$8.89	\$3.70	\$0.62	\$0.73	8	\$69.93	\$91.66	\$91.66	\$113.39
Truck Crane Assistant to Engineer	\$35.61	\$12.53.	\$8.89	\$3.70	\$0.62	\$0.73	8	\$62.08	\$79.89	\$79.89	<b>\$9</b> 7.69
Assistant to Engineer	\$33.04	\$12.53	\$8.69	\$3.70	\$0.62	\$0.73	8	<b>\$</b> 59.51	\$76.03	\$76.03	\$92.55
Group 2	\$41.41	\$12.53	\$8.89	\$3.70	\$0.62	\$0.73	8	\$67.88	\$88.59	\$88.59	\$109.29
Truck Crane Assistant to Engineer	\$35.34	\$12.53	\$8.89	\$3.70	\$0.62	\$0.73	8	\$61.81	\$79.48	\$79.48	\$97.15
Assistant to Engineer	\$32.74	\$12.53	\$8.89	<b>\$</b> 3.70	.\$0.62	\$0.73	8	\$59.21	\$75.58	\$75.58	\$91.95
Group 3	\$39.53	\$12.53	\$8.89	\$3.70	\$0.62	\$0.73	8	\$66.00	\$85.77	\$85.77	\$105.53
Truck Crane Assistant to Engineer	\$35.01	\$12.53	\$8.89	\$3:70	\$0.62	\$0.73	8	\$61.48	\$78.99	\$78.99	\$96,49
Assistant to Engineer	\$32.50	\$12.53	\$8.89	<b>\$3</b> .70	\$0.62	\$0.73	8	\$58.97	\$75.22	\$75.22	\$91.47
Group 4	\$37.53	\$12.53	\$8.89	\$3.70	\$0.62	\$0.73	8	\$64.00	\$82.77	\$82.77	\$101.53
Group 6	\$34.56	\$12.53	\$8.89	\$3.70	\$0.62	\$0.73	8 .	\$61.03	\$78.31	\$78.31	\$95.59
Group 8	\$32.06	\$12.53	\$8.89	\$3.70	\$0.62	\$0,73	8	\$58,53	\$7,4.56	\$74.56	\$90.59

<sup>#</sup> Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet at http://www.dir.ca.gov/DPRL/PWAppWage/PWAppWageStart.asp. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 1, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at http://www.dir.ca.gov/das/das.html.

GROUP 1 Clamshells Over 7 Cu Yds

Derrick Barge Pedestal Mounted Over 100 Tons

Self Propelled Boom Type Lifting Device Over 100 Tons

Truck Crane Or Crawler, Land Or Barge Mounted Over 100 Tons

#### GROUP 2

Clarmshells Up To And Including 7 Cu Yds
Derrick Barge Pedestal Mounted 45 Tons Up To And Including 100 Tons

Fundex F-12 Hydraulic Pile Rig

Self Propelled Boom Type Lifting Device Over 45 Tons

Truck Crane Or Crawler, Land Or Barge Mounted. Over 45 Tons

Up To And Including 100 Tons

#### **GROUP 3**

Derrick Barge Pedestal Mounted Under 45 Tons

Self Propelled Boom Type Lifting Device 45 Tons And Under

Shid/Scow Piledriver, Any Tonnage

Truck Crane Or Crawler, Land Or Barge Mounted 45 Tons And Under

GROUP 4 Assistant Operator

Forklift, 10 Tons And Over Heavy Duty Repairman/Welder

GROUP 6

Deck Engineer

GROUP 8

Deckhand Fireman

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement. applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at http://www.dir.ca.gov/DPRL/PWD. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director - Research Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: in accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at http://www.dir.ca.gov/OPRL/PWO. 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.

Saturday in the same work week may be worked at straight-time rates if a job is shut down during the normal work week due to inciement weather.

Includes an amount for supplemental dues.

<sup>°</sup> Rate applies to the first 2 daily overtime hours only. All other time is paid at the double time rate.

#### FOR COMMERCIAL BUILDING; HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

#### CRAFT: #PILE DRIVER (OPERATING ENGINEER-BUILDING CONSTRUCTION)

**DETERMINATION: NC-23-63-1-2012-1B1** 

ISSUE DATE: August 22, 2012

EXPIRATION DATE OF DETERMINATION: June 30, 2013\* 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 the expiration date if no subsequent determination is issued. Is issued.

LOCALITY: All localities within Alpine, Amador, Butte; Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Joaquín, Santa Cruz, Shasta, Sieria, Siskiyou, Sonoma, Stanisiaus, Sutter, Tehama, Trinity, Tulare, Tuolumna, Yoko, and Yuba counties.

			Employer Payments			-	Straight-Time		Overtime Hourly Rate		
Classification <sup>b</sup> (Journeyperson)	Basic Hourly Rate	Health and Welfare	Pension	Vacation and Holiday	Training	Other Payments	Hours	Total Hourly Rate	Daily 1 1/2X	Saturday	Sunday and Holiday 2X
Group 1	\$37.51	\$12.53	\$8.89	\$3.70	\$0.62	\$0.73	8	\$63.98	\$82.74	\$82.74	\$101.49
Truck Crane Assistant to Engineer	\$30.86	\$12.53	\$8.89	\$3.70	\$0.62	\$0.73	8	\$57.33	\$72.76	\$72.76	\$88.19
Assistant to Engineer	\$28.69	\$12.53	\$8.89	\$3.70	\$0.62	\$0.73	8	\$55.16	\$69.51	\$69.51	\$83.85
Group 2	\$35.80	\$12.53	\$8.89	\$3.70	\$0.62	\$0.73	8	\$62.27	\$80.17	\$80.17	\$98.07
Truck Crane Assistant to Engineer	\$30.63	\$12.53	\$8.89	\$3.70	\$0.62	\$0.73	8	\$57.10	\$72.42	\$72.42	\$87.73
Assistant to Engineer	\$28.44	\$12.53	\$8.89	\$3.70	\$0.62	\$0.73	8	\$54.91	\$89.13	\$69.13	\$83.35
Group 3	\$34,19	\$12.53	\$8.89	\$3.70	\$0.62	\$0.73	8	\$80.66	\$77.76	\$77.76	\$94.85
Truck Crane Assistant to Engineer	\$30,36	\$12.53	\$8.89	\$3.70	\$0.62	\$0.73	8	\$56.83	\$72.01	\$72.01	\$87.19
Assistant to Engineer	\$28,21	\$12.53	\$8.89	\$3.70	\$0.62	\$0.73	8	\$54.68	\$68.79	\$68.79	\$82.89
Group 4	\$32.49	\$12.53	\$8.89	\$3.70	\$0.62	\$0.73	8	\$58.96	\$75.21	\$75.21	\$91.45
Group 6	\$29.99	\$12.53	\$8.89	\$3.70	\$0.62	\$0.73	8	\$56.46	\$71.46	\$71.46	\$86.45
Group 8	\$27.85	\$12.53	\$8.89	\$3.70	\$0.62	\$0.73	8	\$54.32	\$68.25	\$68.25	\$82.17

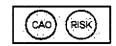
<sup>#</sup> Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet at http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp.
To obtain any apprentice wage rates as of July 1, 2008 and prior to September 1, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards website at http://www.dir.ca.gov/das/das.html.

- \* Saturday in the same work week may be worked at straight time rates if a job is shut down during the normal work week due to inclement weather.
- For classifications within each group, see page 47.
- fincludes an amount for supplemental dues.

NOTE: For Special Single and Second Shift rates, please see page 47C.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at http://www.dir.ca.gov/OPRL/PWD. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director - Research Unit at (415) 703-4774.

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/OPRU/PWD. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.



When three shifts are employed for five (5) or more consecutive days, seven and one-half (7 1/2) consecutive hours (exclusive of meal period), shall constitute a day of work, for which eight (8) times the straight time hourly rate shall be paid at the non-shift wage rate for the second shift. The third shift shall be seven (7) hours of work for eight (8) hours of pay at the non-shift wage rate.

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

### CRAFT: #PILE DRIVER (OPERATING ENGINEER-BUILDING CONSTRUCTION) (SPECIAL SINGLE AND SECOND SHIFT)

**DETERMINATION: NC-23-63-1-2012-1B1** 

ISSUE DATE: August 22, 2012

EXPIRATION DATE OF DETERMINATION: June 30, 2013\* 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. is issued.

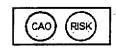
LOCALITY: All localities within Alpine, Amador, Butte, Celaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Joaquin, Santa Cruz, Shasta, Sierra, Siskiyou, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba counties.

,			Employer Payments					Straight-Time		Overtime Hourly Rate		
Classification <sup>b</sup> (Journeyperson)	Basic Hourty	Health and	Pension	Vacation and	Training	Other Payments	Hours	Total Hourty	Daily	Saturday*	Sunday and Holiday	
	Rate	Welfare		Hollday				Rate	1 1/2X	1 1/2X	2X	
Group 1	\$41,80	\$12,53	\$8.89	\$3.70	\$0.62	\$0.73	8	\$68.27	\$89.17	\$89.17	\$110.07	
Truck Crane Assistant to Engineer	\$34.32	\$12.53	\$8.89	\$3.70	\$0.62	\$0.73	8	\$60.79	\$77,95	\$77.95	\$95.11	
Assistant to Engineer	\$31;88	\$12.53	\$8.89	\$3.70	\$0.62	\$0.73	8	\$58.35	\$74.29	\$74.29	\$90.23	
Group 2	\$39.86	\$12.53	\$8.89	\$3.70	\$0.62	\$0.73	8	\$66.33	\$86,26	\$86.26	\$106.19	
Truck Crane Assistant to Engineer	\$34.07	\$12,53	\$8.89	\$3:70	\$0.62	\$0,73	8	\$60.54	\$77.58	\$77.58	\$94.61	
Assistant to Engineer	<b>\$</b> 31.60	\$12.53	\$8.89	\$3.70	\$0.62	\$0.73	,6 8	\$5B.07	\$73,87	\$73.87	\$89.67	
Group 3	\$38,07	\$12,53	\$8.89	\$3.70	\$0.62	\$0.73	8	\$64.54	\$83.58	\$83.58	\$102.61	
Truck Crane Assistant to Engineer	\$33.76	\$12.53	\$8.69	\$3.70	\$0.62	\$0.73	, <u>8</u> .8	\$60.23	\$77.11	\$77.11	\$93.99	
Assistant to Engineer	\$31.33	\$12.53	\$8.89	\$3.70	\$0.62	\$0.73	.8	\$57.80	\$73.47	\$73.47	\$89.13	
Group 4	\$36.14	\$12.53	\$8.89	\$3.70	\$0.62	\$0.73	. 8	\$62.61	\$80.68	\$80.68	\$98,75	
Group 6	\$33.33	\$12.53	\$8.89	\$3.70	\$0.62	\$0.73	8	\$59.B0	\$76,47	\$76.47	\$93.13	
Group 8	\$30.94	\$12.53	\$8.89	\$3.70	\$0.62	\$0.73	8	\$57.41	\$72.88	\$72.68	\$88.35	

<sup>#</sup> Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet at http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp.
To obtain any apprentice wage rates as of July 1, 2008 and prior to September 1, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards website at http://www.dir.ca.gov/das/das.html.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at http://www.dir.ca.gov/OPRL/PWD. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at http://www.dir.ca.gov/OPRUPWD. 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.



Saturday in the same work week may be worked at straight-time rates if a job is shut down during the normal work week due to inclement weather.

For classifications within each group, see page 47.

<sup>&</sup>lt;sup>6</sup> Includes an amount for supplemental dues.

#### FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: #LABORER AND RELATED CLASSIFICATIONS

DETERMINATION: NC-23-102-1-2012-1

ISSUE DATE: AUGUST 22, 2012.

EXPIRATION DATE OF DETERMINATION: JUNE 30, 2013\*\* 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 orated 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, YDLO, AND YUBA COUNTIES.

			Empl	over Payment	•		Straight-Ti	me	Overtii	ne Hourly Rate	
Classification (Journeyperson)	Basic Hourly	Health and	Pension	Vacation and	Training	Other Payments	Hours	Total Hourly	Daily	Saturday <sup>b</sup>	Sunday/ Holiday
(southe) person)	Rate <sup>8</sup>	Welfare		Holiday		.'-^		Rate	1 1/2X	1 1/2X	2X
AREA I	rent	Wenter		Librion				74			
Construction Specialist	27.84	6.54	8.90	2.48	0.37	0.15	8	46,28	60.20	60.20	74,12
Group I; Group I(BI	27.14	6.54	8.90	2.48	0.37	0.15	8	45.58	59.15	59.15	72.72
Group 1 (A)	27.14	6.54	8.90	2.48	0.37	0.15	8	45.80	59.48	59.48	73,16
Group 1 (C)	27.19	6.54	8.90	2.48	0.37	0.15	8	45.63	59.23	59.23	72,82
Group 1 (E)	27.69	6.54	8.90	2.48	0.37	0.15	Ř	46.13	59.98	59.98	73.82
Group 1 (F-1)	27.72	6.54	8.90	2.48	0.37	0.15	8	46.16	60.02	60,02	73,88
Group 1 (F-2)	26.74	6.54	8.90	2.48	0.37	0.15	8	45.18	58.55	58.55	71.92
Group 1 (G)	27.34	6.54	8.90	2.48	0.37	0.15	8	45.78	59,45	59.45	73.12
Group 2	26.99	6.54	8.90	2.48	0.37	0.15	8	45.43	58.93	58.93	72.42
Group 3; Group 3(A)	26.89	6.54	8.90	2.48	0.37	0.15	8	45.33	58,78	58.78	72.22
Group 4, Group 6(B)	20 58	6.54	8.90	2.48	0.37	0.15	8	39.02	49.31 <sup>d</sup>	49.31 <sup>d</sup>	59.60 <sup>d</sup>
Group 6	28.10	6.54	8.90	2.48	0.37	0.15	8	46.54	60.59	60.59	74.64
Group 6 (A)	27.60	6,54	8.90	, 2.48	0.37	0.15	8	46.04	59.84	59.84	73.64
Group 6 (C)	27.00 27.01	6.54	8.90	2.48	0.37	0.15	R.	45.45	58.96	58.96	72.46
Group 7 - Stage 1 (1° 6 months)	18.82	6.54	8.90	2.48	0.37	0.15	8	37.26	46.67	46.67	56.08
Stage 2 (2 <sup>rd</sup> 6 months)	21.51	6.54	8.90	2.48	0.37	.0.15	8	39.95	50.71	50.71	61.46
Stage 3 (3 <sup>rd</sup> 6 months)	24,20	6.54	8.90	2.48	0.37	0.15	8	42.64	54.74	54.74	66.84
Grage 5 (5 Citionals)	24.20	0.54	0,70	2.10	0.5,	05					
AREA 2'											
Construction Specialist	26.84	6.54	8.90	2.48	0.37	0.15	8	45,28	58.70	58.70	72.12
Group I, Group 1(B)	26.14	6.54	8.90	2,48	0.37	0.15	8	44,58	57.65	57.65	70,72
Group I (A)	26.36	6.54	8.90	2.48	0.37	0.15	8	44.80	57.98	57.98	71, [6
Group 1 (C)	26.19	6.54	8.90	2.48	0.37.	0.15	8	44.63	57.73	57.73	70.82
Group I (E)	26.69	6.54	8.90	2.48	0.37	0.15	8	45.13	58.48	58,48	71.82
Group 1 (F-1)	26.72	6.54	8.90	2.48	0.37	0.15	8	45.16	58.52	58.52	71.88
Group I (F-2)	25.74	6.54	8.90	2.48	0.37	0.15	8	44:18	57.05	57.05	69.92
Group 2	25.99	6.54	8.90	2.48	0.37	0.15	8	44.43	57.43	57,43	70.42
Group 3; Group 3(A)	25.89	6.54	8.90	2,48	0.37	0.15	8	44,33	57.28	57.28	70.22
Group 4, Group 6(B)	19.58	6.54	8.90	2.48	0.37	0.15	8	38.02	47.81 <sup>4</sup>	47,81ª	57,60°
Group 6	27.10	6.54	8.90	2.48	0.37	0.15	8	45,54	59.09	59,09	72.64
Group 6 (A)	26.60	6.54	8.90	2.48	0.37	0.15	8	45.04	58.34	58.34	71.64
Group 6 (C)	26.01	6.54	8.90	2.48	0.37	0.15	8	44.45	57,46	57.46	70.46
Group 7 - Stage I (1" 6 months)	18.12	6.54	8.90	2.48	0.37	0.15	8	36,56	45.62	45,62	54.68
Stage 2 (2 <sup>rd</sup> 6 months)	20.71	6.54	8.90	2.48	0.37	0.15	8	39.15	49,51	49.51	59.86
Stage 3 (3rd 6 months)	23.30	6.54	8.90	2.48	0.37	0,15	8	41.74	53.39	53.39	65.04

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

# INTO A COVED BY THE CURRENT AFFRENCE CAPIT. THE CURRENT AFFRENCE WAS AND A PRIOR TO SEPTEMBER 1, 2012, PLEASE CONTACT THE DIVISION OF APPRENTICES HIP STANDARDS OR REFER TO THE DIVISION OF APPRENTICESHIP STANDARDS WEBSITE AT HITTP.//WWW.DIR.CA.GOV/DAS.DAS.HITAL.

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.

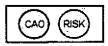
  GROUP I(H) ALL LABORERS WORKING OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING SCAPFOLDS, BELTS RECEIVE \$0.25 PER HOUR ABOVE THEIR APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO LABORERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH IN GROUP I(A).
- SATURDAYS IN THE SAME WORK WEEK MAY BE WORKED AT STRAIGHT-TIME IF JOB IS SHUT DOWN DURING THE NORMAL WORK WEEK DUE TO INCLEMENT WEATHER, MAJOR MECHANICAL BREAKDOWN OR LACK OF MATERIALS BEYOND THE CONTROL OF THE EMPLOYER
- AREA 1 ALAMEDA, CONTRA COSTA, MARIN, SAN FRANCISCO, SAN MATEO, AND SANTA CLARA COUNTIES.
- AREA 2 ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, DEL NORTE, EL DORADO, FRESNO, GLENN, HUMBOLDT, KINGS, LAKE, LASSEN, MADERA, MARIPOS'A, MENDOCINO, MERCED, MODOC, MONTEREY, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA, STANISLAUS, SUTTER, TEHAMA, TRINITY, TULARE, TUOLUMNE, YOLO AND YUBA COUNTIES.

  d. SERVICE LANDSCAPE LABORER ON NEW CONSTRUCTION MAY WORK ANY FIVE (5) DAYS WITHIN A WEEK.
- GROUP I(B) RECEIVES AN ADDITIONAL AMOUNT EACH DAY. SEE PAGE 50 FOR DETAILS.
- WHEN THREE SHIFTS ARE EMPLOYED FOR FIVE (5) OR MORE CONSECUTIVE DAYS, SEVEN AND ONE-HALF (7 ½) CONSECUTIVE HOURS (EXCLUSIVE OF MEAL PERIOD), SHALL CONSTITUTE A DAY OF WORK, FOR WHICH EIGHT (8) TIMES THE STRAIGHT TIME HOURLY RATE SHALL BE PAID AT THE NON-SHIFT WAGE RATE FOR THE SECOND SHIFT. THE THIRD SHIFT SHALL BE SEVEN (7) HOURS OF WORK FOR EIGHT (8) HOURS PAY AT THE HOUN-SHIFT WAGE RATE.

  ZONE PAY AT THREE DOLLARS (5):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 AS PROVIDED IN SECTION 6700 OF THE GOVERNMENT CODE. YOU MAY OBTAIN THE HOLIDAY PROVISIONS FOR THE CURRENT DETERMINATIONS ON THE INTERNET AT HITP://www.dir.ca.gov/opri/pri/ 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 HITTP://www.dir.ca.gov//opri./pwd. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the OFFICE of the Director – research unit at (415) 703-4774.



CONSTRUCTION SPECIALIST
ASPHALT IRONERS AND RAKERS

CHAINSAW

LASER BEAM IN CONNECTION WITH LABORER'S WORK.

MASONRY AND PLASTER TENDER CAST IN PLACE MANHOLE FORM SETTERS

CAST IN PLACE MANHOLE POWN SETTERS
PRESSURE PIPELAYERS
DAVIS TRENCHER - 300 OR SIMILAR TYPE (AND ALL SMALL TRENCHERS)
STATE LICENSED BLASTERS AS DESIGNATED
DIAMOND DRILLERS

MULTIPLE UNIT DRILLS

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

CAULKERS, BANDERS, PIPEWRAPPERS, CONDUIT LAYERS, PLASTIC PIPE LAYERS

CAULTERS, MADENS, PIPE WRAPPERS, CONDUIT LAYERS, PLASTIC PIPE LA CERTIFIED ASBESTOS AND MOLD REMOVAL WORKER CERTIFIED HAZARDOUS WASTE WORKER (INCLUDING LEAD AB ATEMENT) COMPACTORS OF ALL TYPES CONCRETE AND MAGNESITE MIXER AND 1/4 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 JINCHES
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

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 LIA) 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

MAXION DRULLERS
MECHANICAL DRILLERS-ALL TYPES REGARDLESS OF TYPE OR METHOD OF POWER
MECHANICAL PIPE LAYER-ALL TYPES REGARDLESS OF TYPE OR METHOD OF POWER
BLASTERS AND POWDERMAN
HIGH SCALERS (INCLUDING DRILLING OF SAME)
TREE TOPPER

GROUP ((B) - SEE GROUP ) 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 I WAGE RATES. THOSE WHO WORK INSIDE RECENTLY ACTIVE, LARGE DIAMETER SEWERS, AND ALL RECENLTY ACTIVE SEWER MANHOLES SHALL RECEIVE \$5.00 PER DAY ABOVE GROUP I WAGE RATES.

GROUP 1 (C)
BURNING AND WELDING IN CONNECTION WITH LABORER'S WORK
SYNTHETIC THERMOPLASTICS AND SIMILAR TYPE WELDING

GROUP 1 (D) SEE FOOTNOTE A ON PAGE 49

GROUP 1 (E)

WORK ON AND/OR IN BELL HOLE FOOTINGS AND SHAFTS THEREOF, AND WORK ON AND IN DEEP FOOTINGS (DEEP FOOTINGS IS A HOLE 15 FEET OR MORE IN DEPTH)
SHAFT IS AN EXCAVATION OVER FIFTEEN (15) FEET DEEP OF ANY TYPE

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CRÓÜP L (P-1) ALIGNER OF WIRE WINDING MACHINE IN CONNECTION WITH GUNITHER WINDING MACHINE WINDING WINDING

. . .

GROUP 1 (F-2) ALIGNER HELPER OF WIRE WINDING MACHINE IN CONNECTION WITH GUNITING OR SHOT CRETE

GROUP 1 (G) APPLIES ONLY TO WORK IN CONTRA COSTA COUNTY
PIPELAYERS (INCLUDING GRADE CHECKING IN CONNECTION WITH PIPELAYING),
CAULKERS, BANDERS, PIPEWRAPPERS, CONDUIT LAYERS, PLASTIC PIPE LAYER,
PRESSURE PIPE TESTER, NO JOINT PIPE AND STRIPPING OF SAME, INCLUDING REPAIR OF
VOIDS, PRECAST MANHOLE SETTERS, CAST IN PLACE MANHOLE FORM SETTERS IN CONTRA COSTA COUNTY ONLY

GROUP (I/E) 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 ORINDING
CONCRETE LABORED AMET OR DRY

CONCRETE LABORERS (WET OR DRY)

DRILLERS HELPER CHUCK TENDER, MIPPER (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.)

MULTIPLE MACHINE OPERATION. JACKHAMMERS IN NO WAY INVOLVED IN THIS ITER
QUINEA 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 CHIPPEN, AND SIMILAR TYPE BRUSH SHREDDERS
SEMI-SKILLED, WRECKER (SALVÄGING OF OTHER BUILDING MATERIALS) – SEE ALSO
SKILLED WRECKER (GROUP 1)

SINGLEFOOT, HAND HELD, PNEUMATIC TAMPER ALL PNEUMATIC, AIR, GAS AND ELECTRIC TOOLS NOT LISTED IN GROUPS I THROUGH I (F) JACKING OF PIPE-UNDER 12 LYCHES

GROUP 3
CONSTRUCTION LABORERS INCLUDING BRIDGE LABORERS AND GENERAL LABORERS

DUMPMAN, LOAD SPOTTER FLAGPERSON

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)
MAINTENANCE, REPAIR TRACKMEN AND ROAD BEDS

STREETCAR AND RALROAD CONSTRUCTION TRACK LABORERS
TEMPORARY AIR AND WATER LINES, VICTAULIC OR SIMILAR
TOOL ROOM ATTENDANT (JOBSITE ONLY)

GROUP 3 (A) — SEE GROUP 3 RATES
COMPOSITE CREW PERSON (OPERATION OF VEHICLES, WHEN IN CONJUNCTION WITH
LABORER'S DUTIES)

**GROUP 4** 

CLEANUP ON BUILDING CONSTRUCTION PROJECTS PRIOR TO OCCUPANCY ONLY.
CLEANING AND WASHING WINDOWS (NEW CONSTRUCTION ONLY), SERVICE LANDSCAPE
LABORERS (SUCH AS GARDENER, HORTICULTURE, MOWING, TRIMMING, REPLANTING,
WATERING DURING PLANT ESTABLISHMENT PERIOD) ON NEW CONSTRUTION
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

GROUP 6 STRUCTURAL NOZZLEMAN

GROUP 6 (A) NOZZLEMAN (INCLUDING GUNMAN, POTMAN) RODMAN

OF THESE GENERAL DETERMINATIONS.

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 TRAINER RECEIVES THE JOURNEYMAN SCALE.). NOTE: THIS RATIO APPLIES ONLY TO WORK ON THE SAME JOB SITE.

GROUP 6 ( C) REBOUNDMAN

LANDSCAPE LABORER TRAINEE (RATIO FOR TRAINEES IS ONE IN THREE. AT LEAST ONE SECOND PERIOD TRAINEE AND AT LEAST ONE THIRD PERIOD TRAINEE MUST BE EMPLOYED BEFORE EMPLOYING ANOTHER FIRST PERIOD TRAINEE). NOTE: THIS RATIO APPLIES ONLY TO WORK ON THE SAME JOB SITE.



#### CRAFT: #LABORER AND RELATED CLASSIFICATIONS (Special Single and Second Shift)

**DETERMINATION:** NC-23-102-1-2012-1A

ISSUE DATE: AUGUST 22, 2012

EXPIRATION DATE OF DETERMINATION: JUNE 30, 2013 \*\* 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 continues 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.

			Empl	over Pavment	S	_	Straight-T	<u>ime</u>	Ove	rtime Hourly Ra	Cate
Classification <sup>2</sup> (Journeyperson)	Basic Hourly	Health and	Pension	Vacation and	Training Payments	Other	Hours	Total Hourly	Daily	Saturday <sup>b</sup>	Sunday/ Holiday
	Rate	Welfare	-	Holiday	•			Rate	1 1/2X	1 1/2X	2X
AREA 1 °			•							•	
Construction Specialist	30,84	6.54	- 8.90	2.48	0.37	0.15	8	49.28	64.70	64,70	80,12
Group 1; Group 1(B)	30.14	6.54	8.90	2.48	0.37	0.15	8	48.58	63.65	63.65	78.72
Group I (A)	30,36	6.54	8.90	2.48	0.37	0.15	8	48.80	63.98	63.98	79,16
Group I (C)	30.19	6.54	8.90	2.48	0.37	0.15	8	48.63	63.73	63.73	78.82
Group I (E)	30.69	6.54	8.90	2.48	0.37	0.15	8	49.13	64.48	64.48	79.82
Group 1 (F-1)	30.72	6,54	8.90	2.48	0.37	0.15	8	49.16	64,52	64.52	79.88
Group 1 (F-2)	29.74	6.54	8.90	2.48	0.37	0.15	8	48.18	63.05	63.05	77,92
Group I (G)	30.34	6.54	8.90	2.48	0.37	0.15	8	48.78	63.95	63,95	79.12
Group 2	29.99	6.54	8.90	2.48	0.37	0.15	8	48.43	63.43	63.43	78.42
Group 3; Group 3(A)	29.89	6.54	8,90	2.48	0.37	0.15	8	48,33	63,28	63,28	78.22
Group 4; Group 6(B)	23.58	6.54	8.90	2.48	0,37	0.15	8	42.02	53.81 <sup>d</sup>	53.81 <sup>d</sup>	65.60 <sup>d</sup>
Group 6	31.10	6.54	8.90	2.48	0.37	0.15	8	42.02 .	65.09		
Group 6 (A)	30.60	6.54	8.90 8.90	2,48 2,48	0.37	0.15		49.34 49.04		65.09 63,34	80,64 79,64
Group 6 (C)	30.00	6.54		2.48	0.37		8		64,34		
Group 7 – Stage I (1st 6 months)	21.82	6.54	8.90	2,48		0.15		48.45 40.26	63.46	63.46	78.46
Stage 2 (2 <sup>nd</sup> 6 months)	24.51	6.54	8.90	2.48	0.37 0.37	0.15 0.15	8		51.17	51,17	62.08 67.46
Stage 3 (3 <sup>rd</sup> 6 months)	27.20	6,54	8.90 8.90	2.48 2.48	0.37	0.15	8 8	42.95 <b>45</b> .64	55.21	55.21	
	27.20	0,24	8.90	4.48	0.57	0.15		43.04	59.24	59.24	72.84
AREA 2											
Construction Specialist	29.69	6,54	8.90	2.48	0.37	0.15	8	48.13	62.98	62.98	77.82
Group 1; Group 1(B)	28.99	6,54	8.90	2.48	0.37	0.15	8	47.43	61.93	61.93	76.42
Group I (A)	29.21	6.54	8.90	2.48	0.37	-0.15	8	47.65	62.26	62,26	76.86
Group 1 (C)	29.04	6.54	8.90	2.48	0.37	0.15	8	47.48	62.00	62.00	76.52
Group I (E)	29.54	6.54	8.90	2.48	0.37	0.15	. 8	47,98	62.75	62.75	77.52
Group I (F-I)	29.57	6.54	8.90	2.48	0.37	0.15	8	48.01	62,80	62.80	77,58
Group I (F-2)	28.59	6.54	8,90	2.48	0.37	0.15	8	47.03	61.33	61.33	75.62
Group 2	28.84	6.54	8. <del>9</del> 0	2.48	0.37	0.15	8	47.28	61,70	61.70	76.12
Group 3; Group 3(A)	28.74	6.54	8.90	2.48	0.37	0.15	8	47,18	61.55	61.55	75.92
Group 4; Group 6(B)	22.43	6.54	8.90	2.48	0.37	0.15	8	40.87	52,09 <sup>d</sup>	52.09 <sup>d</sup>	63,30 <sup>d</sup>
Group 6	29.95	6.54	8.90	2.48	0.37	0.15	8	48.39	63,37	63.37	78,34
Group 6 (A)	29.45	6.\$4	8.90	2.48	0.37	0.15	8 -	47.89	62.62	62.62	77.34
Group 6 (C)	28.86	6.54	8.90	2.48	0.37	0.15	8	47.30	61.73	61.73	76.16
Group 7 - Stage 1 (1" 6 months)	20.97	6.54	8.90	2.48	0.37	0.15	8	39.41	49,90	49.90	60.38
Stage 2 (2 <sup>nd</sup> 6 months)	23.56	6.54	8.90	2.48	0.37	0.15	8	42.00	53.78	53.78	65.56
Stage 3 (3rd 6 months)	26.15	6,54	8,90	2.48	0.37	0.15	8	44.59	57,67	57.67	70,74

PLEASE GO TO PAGE 50 FOR CLASSIFICATIONS WITHIN EACH GROUP

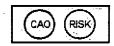
# INDICATES AN APPRENTICEABLE CRAFT. THE CURRENT APPRENTICE WAGE RATES ARE AVAILABLE ON THE INTERNET AT HTTP://www.dir.ca.gov/oprl-pwappwagestari.asp. To obtain any apprentice wage rates as of July 1, 2008 and prior to september 1, 2012, please contact the division of apprenticeship standards or refer to the division of apprenticeship standards.

- GROUP I(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
  - GRDUP I(H) ALL LABORERS WORKING OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING SCAFFOLDS, BELT'S RECEIVE SO 25 PER HOUR ABOVE THEIR APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO LABORERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH IN GROUP I(A).
- SATURDAYS IN THE SAME WORK WEEK MAY BE WORKED AT STRAIGHT-TIME IF JOB IS SHUT DOWN DURING THE NORMAL WORK WEEK DUE TO INCLEMENT WEATHER, MAJOR MECHANICAL BREAKDOWN OR LACK OF MATERIALS BEYOND THE CONTROL OF THE EMPLOYER.
- AREA 1 ALAMEDA, CONTRA COSTA, MARIN, SAN FRANCISCO, SAN MATEO, AND SANTA CLARA COUNTIES.
- AREA 2 ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, DEL NORTE, EL DORADO, FRESNO, GLENN, HUMBOLDT, KINGS, LAKE, LASSEN, MADERA, MARIPOSA, MENDOCINO, MERCED, MODOC, MONTEREY, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SAN BENTTO, 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.
- ZONE PAY AT THREE DOLLARS (\$3.00) PER HOUR, PACTORED 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 BELATIONS. 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 HITP://www.dir.ca.gov/oprl/pwd. Holiday Provisions for Current or Superseded Determinations May be obtained by Contacting the Office of the Director – RESEARCH UNIT AT (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: IN ACCORDANCE WITH LABOR CODE SECTIONS 1773. I AND 1773.9, CONTRACTORS SHALL MAKE TRAVEL AND/OR SUBSISTENCE PAYMENTS TO EACH WORKER TO EXECUTE THE WORK. YOU MAY OBTAIN THE TRAVEL AND/OR SUBSISTENCE PROVISIONS FOR THE CURRENT DETERMINATIONS ON THE INTERNET AT <a href="http://www.dir.ca.gov/oprl/pwd">http://www.dir.ca.gov/oprl/pwd</a>. TRAVEL AND/OR SUBSISTENCE REQUIREMENTS FOR CURRENT OR SUPERSEDED DETERMINATIONS MAY BE OBTAINED BY CONTACTING THE OFFICE OF THE DIRECTOR - RESEARCH UNIT AT (4)5 /103-4774.



#### FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: #TUNNEL WORKER (LABORER)

**DETERMINATION:** NC-23-102-11-2012-1

ISSUE DATE: August 22, 2012

**EXPIRATION DATE OF DETERMINATION:** June 30, 2013\*\* 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 Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba Counties.

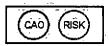
			<u>Employer</u>	Payments.			<u>Strai</u>	ght-Time	Ov	ertime Hourly I	Rate
Classification (Journeyperson)	Basic Hourly	Health and	Pension	Vacation/ Holiday <sup>a</sup>	Training	Other Payments	Hours <sup>c</sup>	Total Hourly	Daily	Saturday <sup>d</sup>	Sunday and
•	Rate	Welfare		•		•		Rate	1 1/2X	1 1/2X	Holiday
Diamond driller, groundmar	n, gunite o	r								-	
shotcrete nozzleman	\$33.35	6.54	8.90	2.48	0.83	0.15	8	52.25	68.925	68.925	85.60
Rodman, shaft work and rai	se (below a	actual or									
excavated ground level)	\$33.12	6.54	8.90	2.48	0.83	0.15	8	52.02	68.58	68.58	85.14
Bit grinder, blaster, driller, and potman, gunite and sho raise work, nipper, nozzlem	terete gun an on slick	man and po line, sandl	otman, he olaster-po	aderman, hi tman (work	gh pressur assignmer	re: nozzler nt	nan, mine	er-tunnel, i	ncluding top	and bottom ma	n on shaft and
interchangeable)	\$32.87	6.54	8.90	2.48	0.83	0.15	. 8	51.77	68.205	68.205	84.64
Steel form raiser and setter,	timberman	, retimbern	nan (wood	l or steel or	substitute	materials	), tugger,	cabletende	r, chucktend	er,	
powderman-primer house	\$32.87	6.54	8.90	2.48	0.83	0.15	8	51.77	68.205	68.205	84.64
Vibratorman, pavement brea	iker, bull g	ang-mucke	r, trackm	an, concrete	crew-incl	uding					
rodding and spreading	\$32.42	6.54	8.90	2.48	0:83	0.15	8	51:32	67.53	67.53	83.74
Dumpman (any method), gre	out crew, r	eboundmar	ı, swampe	r/brakeman	,						
watchman	\$31.88	6.54	8.90	2.48	0.83	0.15	8	50.78	66.72	66.72	82.66

When designated by an employer, state licensed blaster receives \$1,00 per hour above miner's rate.

Note: Rates for tunnel workers working in compressed air as well as their support classifications are available by request. Please contact the Office of the Director - Research Unit at (415) 703-4774.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <a href="http://www.dir.ca.gov/OPRL/PWD">http://www.dir.ca.gov/OPRL/PWD</a>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at <a href="http://www.dir.ca.gov/OPRL/PWD">http://www.dir.ca.gov/OPRL/PWD</a>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.



<sup>#</sup> Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet @ http://www.dir.ca.gov/QPRI/PWAppWage/PWAppWageStart.asp.
To obtain any apprentice wage rates as of July 1, 2008 and prior to September 1, 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.

Includes an amount for supplemental dues.

<sup>&</sup>lt;sup>b</sup> Amount is for Contract Administration Fund \$0.08 and Industry Stabilization Fund \$0.07.

Saturdays in the same work week may be worked at straight-time if job is shut down during the normal workweek due to inclement weather. Excludes Alameda, Contra Costa, and San Francisco Counties.

d All work performed on Saturdays, Sundays and Holidays shall be paid for at double (2x) the regular time hourly rate, except maintenance work, in the counties of Alameda, Contra Costa, and San Francisco.

#### FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: #TUNNEL WORKER (LABORER) (Special Single and Second Shift)

**DETERMINATION:** NC-23-102-11-2012-1A

ISSUE DATE: August 22, 2012

**EXPIRATION DATE OF DETERMINATION:** June 30, 2013\*\* 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.

LÓCÁLITY: All localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldf, 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.

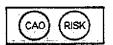
			Employer	Payments	:		<u>Strai</u>	ght-Time	Overtime Hourly Rate		
Classification (Journeyperson)	Basic Hourly	Health and	Pension	Vacation/ Holiday <sup>a</sup>	Training	Other Payments	Hours <sup>c</sup>	Total Hourly	Daily	Saturday <sup>d</sup>	Sunday and
Country of Country.	Rate	Welfare						Rate	Î 1/2X	I 1/2X	Holiday
Diamond driller, groundman	n, gunite o	•									. •
shotcrete nozzleman	\$36.35	6.54	8.90	2.48	0.83	0.15	8	55.25	73.425	73.425	91.60
Rodman, shaft work and rai	se (below a	actual or							•		
excavated ground level)	<b>\$</b> 36.12	6.54	8.90	2.48	0.83	0.15	8	55.02	73.08	73.08	91.14
Bit grinder, blaster, driller, and potman, gunite and sho raise work, nipper, nozzlem	otman, he	re nozzlen									
interchangeable)	\$35,87	6.54	8.90	2.48	0.83	0.15	8.	<b>54.7</b> 7	72.705	72.705	90,64
Steel form raiser and setter,	timbermar	, retimber	man (woo	d or steel or	substitute	materials	), tugger,	cabletende	r, chucktend	er,	
powderman-primer house	\$35.87	6.54	8.90	2.48	0.83	0.15	8	54.77	72.705	72.705	90.64
Vibratorman, pavement brea	aker, búll g	ang-muck	er, trackm	an, concrete	e crew-incl	uding		-			•
rodding and spreading	\$35.42	6.54	8.90	2.48	0.83	0.15	8	54.32	72.03	72.03	89.74
Dumpman (any method), gr	out crew, i	eboundma	n, swampe	er/brakemar	<b>j.</b>						
watchman	\$34.88	6.54	8.90	2.48	0.83	0.15	8	53.78	71.22	71.22	88.66

When designated by an employer, state licensed blaster receives \$.50 per hour above miner's rate.

Note: Rates for tunnel workers working in compressed air as well as their support classifications are available by request. Please contact the Office of the Director - Research Unit at (415) 703-4774.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <a href="http://www.dir.ca.gov/OPRL/PWD">http://www.dir.ca.gov/OPRL/PWD</a>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at <a href="http://www.dir.ca.gov/OPRL/PWD">http://www.dir.ca.gov/OPRL/PWD</a>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.



<sup>#</sup> 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 1, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at http://www.dir.ca.gov/das/das.html.

<sup>\*</sup> Includes an amount for supplemental dues.

<sup>&</sup>lt;sup>b</sup> Amount is for Contract Administration Fund \$0.08 and Industry Stabilization Fund \$0.07.

Saturdays in the same work week may be worked at straight-time if job is shut down during the normal workweek due to inclement weather. Excludes Alameda, Contra Costa, and San Francisco Counties.

d All work performed on Saturdays, Sundays and Holidays shall be paid for at double (2x) the regular time hourly rate, except maintenance work, in the counties of Alameda, Contra Costa, and San Francisco.

#### FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

#### CRAFT: PARKING AND HIGHWAY IMPROVEMENT PAINTER (PAINTER)

**DETERMINATION:** NC-200-X-17-2011-2

ISSUE DATE: August 22, 2011

**EXPIRATION DATE OF DETERMINATION:** June 30, 2012\* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Division of Labor Statistics and Research at (415) 703-4774 for the new rates after ten days after the expiration date if no subsequent determination is issued.

LOCALITY: All localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba counties.

			Employe	er Payments	Straig	ht-Time	Overtime Hourly Rate		Rate	
CLASSIFICATION	Basic Hourly	Health and	Pension	Vacation/ Holiday <sup>b</sup>	Training and	Hours	Total Hourly	Dai	ly	Holiday
	Rate	Welfare			Other		Rate	1 1/2X	2X	2X
Striper, Layout and application of painted traffic stripes, hot thermo										,
plastic; tape traffic stripes Parking Lots, Gamecourts,	*31.35	7.50	4.05	-	0.10	8	43.00	°58.675	74.35	74.35
Playgrounds	*26.65	7.50	4.05	•	0.10	8	38.30	°51.625	64.95	64.95
Trainee for above classifications										
Step 1 (First 2,000 Hours)	a18.81	7.50	2.43	-	0.10	8	28.84	538.245	47.65	47.65
Step 2 (Second 2,000 Hours)	20.38	7.50	2.63	_	0.10	8	30.61	°40.800	50.99	50.99
Step 3 (Third 2,000 Hours)	21.95	7.50	2.84	-	0.10	8	32.39	°43.365	54.34	54.34
Protective Coating, Resurfacing, Pavement Sealing, Including Repair When Done in Conjunction With		·			•					
Pavement Sealing	<sup>a</sup> 26.96	7.50	4.05	• **	0.10	8	38.61	°52.09	65.57	65.57

Includes an amount withheld for Dues Check-Off.

JOURNEYMAN TO TRAINEE RATIO: The number of painter trainees shall not exceed! painter trainee for each painter Journeyperson. When there is a two-person crew, one employee may be a Journeyperson and the other a Trainee; however, in no event shall a Trainee perform work without the supervision of a Journeyperson.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <a href="http://www.dir.ca.gov/DLSR/PWD">http://www.dir.ca.gov/DLSR/PWD</a>. 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 <a href="http://www.dir.ca.gov/DL.SR/PWD">http://www.dir.ca.gov/DL.SR/PWD</a>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.



b Included in Basic Hourly Rate (\$1.91). Rate applies to the first 9 years of employment only; \$2.30 per hour worked for 10 years or more. Vacation/Holiday amounts for Trainees; First 2,000 Hours (\$1.15), Second 2,000 Hours (\$1.24), Third 2,000 Hours (\$1.34).

Rate applies to first 4 overtime hours in any one day and for work in excess of 40 hours in any one designated work week. All other overtime is paid at the double time rate.

#### FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

#### **CRAFT: SLURRY SEAL WORKER**

**DETERMINATION: NC-830-X-69-2000-1** 

ISSUE DATE: February 22, 2000

**EXPIRATION DATE OF DETERMINATION:** April 1, 2000\* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Division of Labor Statistics and Research (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

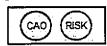
LOCALITY: All localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Glenn, Humboldt, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tuolumne, Yolo and Yuba Counties.

·			Employer Payments			Straigh	t-Time	Overtime Hourly Rates		
Classification	Basic	Health	Pension	Vacation/ Holiday	Training	Hours	Total Hourly	Daily		Holiday
(Journeyperson)	Hourly Rate	and Welfare		Holiday			Rate	1 1/2X	2 <u>,</u> X	2X
Sealer/Mixer	\$14.89	1.72	.90	*.91	-	8	\$18.42	<sup>b</sup> \$25.865	\$33,31	\$33.31
Shuttleperson, Applicator Operator, Squeegeeperson	13.18	1.72	.90	<sup>a</sup> .91	-	8	16.71	<sup>6</sup> 23.30	29.89	29.89
Traffic Surface Protective Coating Applicator	15.51	1.72	.90	a.91	-	8	19.04	<sup>6</sup> 26.795	34.55	34:55
Traffic Controlperson	8.62	1.72	.90	a.91	-	8	12.15	<sup>6</sup> 16.46	20.77	20.77

Rate applies to first year of employment only; \$1.28 per hour worked for employment over one year but less than 5 years; \$1.71 per hour worked for over 5 years but less than 10 years; \$2.08 per hour worked for 10 years or more. The overtime computations should be increased by any applicable increase in Vacation/Holiday pay.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <a href="http://www.dir.ca.gov/DLSR/PWD">http://www.dir.ca.gov/DLSR/PWD</a>. 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 <a href="http://www.dir.ca.gov/DLSR/PWD">http://www.dir.ca.gov/DLSR/PWD</a>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.



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Rate applies to first 4 overtime hours in any one day and for work in excess of 40 hours in any one designated work week. All other overtime is paid at the double time rate.

### FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

#### CRAFT: ASBESTOS REMOVAL WORKER (LABORER)

**DETERMINATION:** NC-102-67-1-2012-1

ISSUE DATE: February 22, 2012

**EXPIRATION DATE OF DETERMINATION:** November 30, 2012\*\* 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 Division of Labor Statistics and Research 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.

			Empl	oyer Payme	ents	Straig	nt-Time	Overtime	Hourly Rate	
Classification (Journeyperson)	Basic Hourly Rate	Health and Welfare	Pension	Vacation/ Holiday <sup>a</sup>	Training	Other Payments	Hours	Total Hourly Rate	1-1/2Xb	Holiday <sup>e</sup> 2X
Asbestos Removal Specialist II	24.87	5.54	4.44	2.02	0.40	0.15	8	37.42	49.855	62.29
Asbestos Removal Specialist I	21.74	5.54	0.51	2.21	0.40	0.15	8	30.55	41.42	52.29
Asbestos Removal Worker	18.68	5.54		2.21	0.40	0.15	8	26.98	36.32	45.66

**DETERMINATION:** NC-102-67-1-2011-1A

ISSUE DATE: August 22, 2011

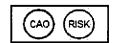
EXPIRATION DATE OF DETERMINATION: November 30, 2013\* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Division of Labor Statistics and Research (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination 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.

Lead Removal Workerd	36.25	5.54	 1.85	0.40	0.15	8	44.19	62.315	80.44
Lead Removal Worker	35.25	5.54	 1.85	0.40	0.15	8	43.19	60.815	78.44

a Includes an amount for Supplemental Dues.

(Recognized Holidays and Subsistence Payment footnotes listed on page 52C)



<sup>&</sup>lt;sup>b</sup> Rate applies to the first 4 overtime hours in any workday or 40 hours in a workweek, and for the first 8 hours worked on the 7<sup>th</sup> consecutive day of work in a workweek.

<sup>&</sup>lt;sup>c</sup> Rate applies to Hölidays and to all hours worked in excess of 12 hours in any workday and for all hours worked in excess of 8 hours on the 7<sup>th</sup> consecutive day of work in a workweek.

d Rate applies to all localities within Alameda, Contra Costa, Marin, Napa, San Francisco, San Mateo and Santa Clara Counties.

<sup>&</sup>lt;sup>e</sup> Rate applies to all localities within Alpine, Amador, Butte, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Mariposa, Mendocino, Merced, Modoc, Monterey, Nevada, Placer, Plumas, Sacramento, San Benito, San Joaquin, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo and Yuba Counties.

NOTE: Asbestos Removal Workers must be trained and the work conducted according to the Code of Federal Regulations 29 CFR 1926.58, the California Labor Code 6501.5 and the California Code of Regulations, Title 8, Section 5208. Contractors must be certified by the Contractors' State License Board and registered with the Division of Occupational Safety and Health (DOSH). For further information, contact the Asbestos Contractors Abatement Registration Unit, DOSH at (510) 286-7362.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <a href="http://www.dir.ca.gov/DLSR/PWD">http://www.dir.ca.gov/DLSR/PWD</a>. 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 <a href="http://www.dir.ca.gov/DLSR/PWD">http://www.dir.ca.gov/DLSR/PWD</a>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

#### FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

#### **CRAFT: # CEMENT MASON**

**DETERMINATION:** NC-23-203-1-2012-1

ISSUE DATE: August 22, 2012

**EXPIRATION DATE OF DETERMINATION:** June 15, 2013\* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director – Research Unit at (415) 703-4774 for the new rates after ten days after the expiration date if no subsequent determination is issued.

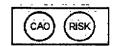
LOCALITY: All localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba counties.

			Employ	er Payment	<u>s</u>	Straigh	t-Time	Over	time Hourl	y Rate
CLASSIFICATION (JOURNEYPERSON)	Basic Hourly Rate	Health and Welfare	Pension	Vacation and Holiday	Training	Hours	Total Hourly Rate	Daily 1 1/2X	Saturday <sup>a</sup>	Sunday and Holiday
Cement Mason	\$28.65	7.55	8.80	5.14 <sup>b</sup>	0.47	8	50.61	64,935	64.935°	79.26
Mastic Magnesite Gypsum, Epo- Polyester, Resin and all compo- masons, swing or slip form scaffolds		7.55	8.80	5.14 <sup>b</sup>	0.47	8	51.36	66.06	66.06	80.76

<sup>#</sup> Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet @ <a href="http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp">http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp</a>. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 1, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at <a href="http://www.dir.ca.gov/das/das.html">http://www.dir.ca.gov/das/das.html</a>.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <a href="http://www.dir.ca.gov/OPRL/PWD">http://www.dir.ca.gov/OPRL/PWD</a>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director — Research Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at <a href="http://www.dir.ca.gov/OPRL/PWD">http://www.dir.ca.gov/OPRL/PWD</a>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.



<sup>&</sup>lt;sup>a</sup> Saturdays in the same work week may be worked at straight time if a job is shut down during the normal work week due to inclement weather.

<sup>&</sup>lt;sup>b</sup> Includes an amount for supplemental dues.

c Rate applies to the first 8 hours of work on Saturday. All other hours worked on Saturday are paid at the Sunday/Holiday rate.

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: #BUILDING/CONSTRUCTION INSPECTOR AND FIELD SOILS AND MATERIAL TESTER

**DETERMINATION:** NC-63-3-9-2012-2

ISSUE DATE: August 22, 2012

**EXPIRATION DATE OF DETERMINATION:** June 30, 2013\*\* 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.

		_	Err	ployer Pay	ments		Straigh	ıt-Time	Over	time Hourly	Rate
CLASSIFICATION	Basic	Health	Pension	Vacation	Training	Other	Hours	Total	Daily <sup>b</sup>	Saturday <sup>b</sup>	Sunday/
(JOURNEYPERSON)	Hourly	and		and		Paymen	t	Hourly	•		Holiday
	Rate	Welfare	a	Holiday				Rate	1 1/2X	1 1/2X	2X
Group 1	\$40,86	12.13	7,56	4.27	0.28	0.19	8	65.29	85.72	85.72	106.15
Group 2	38.86	12.13	7.56	4.27	0.28	0.19	8	63.29	82.72	82.72	102.15
Group 3	32:72	12.13	7.56	4.27	0.28	0.19	8	57.15	73.51	73.51	89.87
Group 4	27.49	12.13	7.56	4.27	0.28	0.19	8	51.92	65.655	65.655	79.41

<sup>#</sup> Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet @ <a href="http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp">http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp</a>. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 1, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at <a href="http://www.dir.ca.gov/das/das/html">http://www.dir.ca.gov/das/das/html</a>.

#### CLASSIFICATIONS:

Group 1	Group 2	Group 3	Group 4
ASNT Level II-III	AW\$-CWI	Geotechnical Driller	ACI
DSA Masonry	ICC Certified Structural Inspector	Soils/Asphalt	Drillers Helper
DSA Shotcrete	NICET Level III	Earthwork Grading	ICC Fireproofing
Lead Inspector	Shear Wall/Floor System Inspector	Excavation and Backfill	NICET Level I
NICET Level IV	Building/Construction Inspector	NICET Level II	Proofload Testing
NDT Level Two		_	Torque Testing
			NDT Level One

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <a href="http://www.dir.ca.gov/OPRL/PWD">http://www.dir.ca.gov/OPRL/PWD</a>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at <a href="http://www.dir.ca.gov/OPRL/PWD">http://www.dir.ca.gov/OPRL/PWD</a>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director — Research Unit at (415) 703-4774.

<sup>&</sup>lt;sup>a</sup> Amount shall be paid for all hours worked up to 173 hours per month.

b Rate applies to the first 4 daily overtime hours, Monday through Friday, and the first 8 hours on Saturday. All other overtime is paid at the Sunday/Holiday overtime rate.

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

#### CRAFT: #BUILDING/CONSTRUCTION INSPECTOR AND FIELD SOILS AND MATERIAL TESTER (SECOND SHIFT)

DETERMINATION: NC-63-3-9-2012-2

ISSUE DATE: August 22, 2012

**EXPIRATION DATE OF DETERMINATION:** June 30, 2013\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.

LOCALITY: All localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo and Yuba counties.

		_	En	ployer Pay	ments		Straigh	<u>ıt-Time</u>	<u>Overt</u>	ime Hourly	<u>v Rate</u>
CLASSIFICATION	Basic	Health	Pension	Vacation	Training	Other	Hours	Total	Daily <sup>b</sup>	Saturday <sup>b</sup>	Sunday/
(JOURNEYPERSON)	Hourly	and		and		Paymen	t	Hourly			Holiday
	Rate	Welfare	a	Holiday				Rate	1 1/2X	1 1/2X	2X
Group 1	\$45.97	12.13	7.56	4.27	0.28	0.19	8	70.40	93,385	93.385	116,37
Group 2	43.72	12.13	7.56	4.27	0.28	0.19	8	68.15	90.01	90.01	111.87
Group 3	36.81	12.13	7.56	4.27	0.28	0.19	8	61.24	79.645	79.645	98.05
Group 4	30.93	12.13	7.56	4.27	0.28	0.19	8	55.36	70.825	70.825	86.29

<sup>#</sup> Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet @ <a href="http://www.dir.ca:gov/OPRL/PWAppWage/PWAppWageStart.asp">http://www.dir.ca:gov/OPRL/PWAppWage/PWAppWageStart.asp</a>. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 1, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at <a href="http://www.dir.ca.gov/das/das.html">http://www.dir.ca.gov/das/das.html</a>.

<sup>&</sup>lt;sup>b</sup> Rate applies to the first 4 daily overtime hours, Monday through Friday, and the first 8 hours on Saturday. All other overtime is paid at the Sunday/Holiday overtime rate.

Group 2	Group 3	Group 4
AWS-CWI	Geotechnical Driller	ÄCI
ICC Certified Structural Inspector	Soils/Asphalt	Drillers Helper
NICET Level III	Earthwork Grading	ICC Fireproofing
Shear Wall/Floor System Inspector	Excavation and Backfill	NICET Level I
Building/Construction Inspector	NICET Level II	Proofload Testing
- · · · · · · · · · · · · · · · · · · ·		Torque Testing
		NDT Level One
	AWS-CWI ICC Certified Structural Inspector NICET Level III Shear Wall/Floor System Inspector	AWS-CWI Geotechnical Driller ICC Certified Structural Inspector NICET Level III Earthwork Grading Shear Wall/Floor System Inspector Excavation and Backfill

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <a href="http://www.dir.ca.gov/OPRL/PWD">http://www.dir.ca.gov/OPRL/PWD</a>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

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Agreement #: Ag-5232 - Page 170 of 263

<sup>&</sup>lt;sup>a</sup> Amount shall be paid for all hours worked up to 173 hours per month.

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

#### CRAFT: TEAMSTER (APPLIES ONLY TO WORK ON THE CONSTRUCTION SITE)

**DETERMINATION:** NC-23-261-1-2012-1

ISSUE DATE: August 22, 2012

EXPIRATION DATE OF DETERMINATION: June 30, 2013\* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director - Research Unit at (415) 703-4774 for the new rates after ten days after the expiration date if no subsequent determination is issued.

LOCALITY: All Localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba Counties.

			Emp	oloyer Paym	ents		Straigl	nt-Time	Ove	rtime Hou	rly Rate
Classification <sup>8</sup>	Basic	Health	Pension	Vacation/	Training	Other	Hours	Total	Daily	Saturday <sup>b</sup>	Sunday/
(Journeyperson)	Hourly	and		Holiday		<b>Payments</b>		Hourly			Holiday
	Rate	Welfare	•		•			Rate	1 1/2X	1 1/2X	2X
Group Î	\$27.13	\$13.71	\$5.33	\$2:15	\$0.85	a \$0.53	8	\$49.70	\$63.265	\$63.265	\$76.83
Group 2	27.43	13.71	5.33	2.15	0.85	a 0.53	8	50.00	63.715	63.715	77.43
Group 3	27.73	13.71	5.33	2.15	0.85	a 0.53	8	50.30	64.165	64.165	78.03
Group 4	28.08	13.71	5.33	2.15	0.85	<sup>a</sup> 0.53	8	50.65	64.69.	64.69	78.73
Group 5	28.43	13.71	5:33	2.15	0.85	a 0.53	8	51.00	65.215	65.215	79.43
Group 6		USE DUN	MP TRUC	K YARDA(	SE RATE						
Group 7		USE APP	ROPRIAT	E RATE FO	OR THE I	POWER U	NIT OF	THEE	QUIPME	NT UTILI	ZED

Group 8 (Trainee)c

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at http://www.dir.ca.gov/OPRL/PWD. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director - Research Unit at (415) 703-4774.

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d Step I - 1st 1000 Hours

Step II – 2<sup>nd</sup> 1000 Hours Step III – 3<sup>rd</sup> 1000 Hours

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

<sup>&</sup>lt;sup>e</sup> An individual employer may employ one (1) trainee for every four (4) journey level Teamsters actively employed. Individual employers with less than four (4) journey level Teamsters may utilize one (1) trainee; thereafter, one (1) for every four (4) journey level Teamsters.

d Sixty-five percent (65%) of the Journey level wage for the type of equipment operated, plus full fringes without Vacation/Holiday.

Seventy-five percent (75%) of the Journey level wage for the type of equipment operated, plus full fringes without Vacation/Holiday.

Eighty-five percent (85%) of the Journey level wage for the type of equipment operated, plus full fringes without Vacation/Holiday.

<sup>&</sup>lt;sup>8</sup> For classifications within each group, see page 56.

#### DETERMINATION: NC-23-261-1-2012-1 and NC-23-261-1-2012-1A

### **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

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

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 over 7500 gals

Truck Repairman

Water Pulls - DW 10s, 20s, 21s and other similar equipment when pulling Aqua/pak or Water Tank Trailers

Helicopter Pilots

Lowbed Heavy Duty Transport (up to and including 7 axles)

DW 10s, 20s, 21s and other similar Cat type, Terra Cobra,

LeTourneau Pulls, Tournorocker, Euclid and similar type Equipment when pulling fuel and/or grease tank trailers or other miscellaneous trailers

GROUP'5

Dump Truck 65 yards and over

Holland Hauler

Lowbed Heavy Duty Transport (over 7 axles)

**GROUP 6** (Use dump truck yardage rate)

Articulated Dump Truck

Bulk Cement Spreader (W/ or w/o Auger)

Dumpcrete Truck

Skid Truck (Debris Box)

Dry Pre-Batch Concrete Mix Trucks

Dumpster or Similar Type

Slurry Truck

**GROUP** 7 (Use appropriate Rate for the Power Unit or the Equipment Utilized)

Heater Planer

Asphalt Burner

Scarifier Burner

Fire Guard

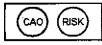
Industrial Lift Truck (mechanical tailgate)

Utility and Clean-up Truck

Composite Crewman

#### **GROUP 8**

Trainee



FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

# CRAFT: TEAMSTER (SPECIAL SINGLE SHIFT RATE) (APPLIES ONLY TO WORK ON THE CONSTRUCTION SITE)

**DETERMINATION:** NC-23-261-1-2012-1A

ISSUE DATE: August 22, 2012

**EXPIRATION DATE OF DETERMINATION:** June 30, 2013\* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director – Research Unit at (415) 703-4774 for the new rates after ten days after the expiration date if no subsequent determination is issued.

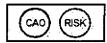
LOCALITY: All Localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte; El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba Counties.

			Emj	oloyer Paym	ents		Straig	ht-Time	_ Ove	rtime Hou	rly Rate
Classification <sup>8</sup>	Basic	Health	Pension	Vacation/	Training	Other	Hours	Total	Daily	Saturday <sup>b</sup>	Sunday/
(Journeyperson)	Hourly	and		Holiday		<b>Payments</b>		Hourly			Holiday
	Rate	Welfare	•					Rate	1 1/2X	1 <u>1</u> /2X	2X
Group I	\$29.13	\$13.71	\$5.33	\$2.15	\$0.85	a\$0.53	8	\$51.70	\$66.265	\$66.265	\$80.83
Group 2	29.43	13.71	5.33	2.15	0.85	0.53	8	52.00	66.715	66.715	81.43
Group 3	29.73	13.71	.5.33	2.15	0.85	0.53	8	52.30	67.165	67.165	82.03
Group 4	30.08	13.71	5.33	2.15	0.85	0,53	8	52.65	67.69	67.69	82.73
Group 5	30.43	13.71	5.33	2.15	0.85	0.53	8	53.00	68.215	68.215	83.43
Group 6		<b>USE DUN</b>	MP TRUCI	K YARDAG	SE RATE						
Group 7		USE APP	ROPRIAT	E RATE FO	OR THE I	OWER U	NIT OI	R THE E	QUIPME	NT UTILI	ZED
	. C					-			-		

Group 8 (Trainee)c

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <a href="http://www.dir.ca.gov/OPRI/PWD">http://www.dir.ca.gov/OPRI/PWD</a>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at <a href="http://www.dir.ca.gov/OPRL/PWD">http://www.dir.ca.gov/OPRL/PWD</a>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.



d Step I - 1st 1000 Hours

Step II - 2<sup>nd</sup> 1000 Hours

f Step III – 3<sup>rd</sup> 1000 Hours

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

An individual employer may employ one (1) trainee for every four (4) journey level Teamsters actively employed. Individual employers with less than four (4) journey level Teamsters may utilize one (1) trainee; thereafter, one (1) for every four (4) journey level Teamsters.

d Sixty-five percent (65%) of the Journey level wage for the type of equipment operated, plus full fringes without Vacation/Holiday.

<sup>&</sup>lt;sup>e</sup> Seventy-five percent (75%) of the Journey level wage for the type of equipment operated, plus full fringes without Vacation/Holiday.

Eighty-five percent (85%) of the Journey level wage for the type of equipment operated, plus full fringes without Vacation/Holiday.

<sup>&</sup>lt;sup>8</sup> For classifications within each group, see page 56.

#### CRAFT: ## LANDSCAPE MAINTENANCE LABORER

DETERMINATION: NC-LML-2008-1 ISSUE DATE: February 22, 2008

EXPIRATION DATE OF DETERMINATION: December 31, 2008\* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Division of Labor Statistics and Research (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

			Emp	loyer Payment	s		Straig	ht -Time	Overtime
LOCALITY:	Basic Hourly Rate	Health and Welfare	Pension	Vacation	Holiday	Training	Hours	Total Hourl Rate	1 1/2x y
Alameda	8.00	0.43		* 0.14	0.24	•	8	b 8.81	b 12.81
Alpine, El Dorado	8.00	-	-	0.12	0.14	-	8	8.26	12.26
-	8.00	-	-	0.14	0.16	-	8	8:30	12:30
Amador	8.00	. •	-	0.16	0.06	-	8	8.22	12.22
Butte, Glenn, and Plumas	8.00.	0.16	-	° 0.13	0.05	-	8	<sup>b</sup> 8.34	b 12:34
Calaveras	8.00	-	-	0.10	0.12	-	8	8.22	12.22
Colusa and Sutter	8.00	-	-	0.12	0.14	_	8	8.26	12.26
	8.00	<b>-</b> "	-	0.14	0.16	<del>-</del>	8	8.30	12.30
Contra Costa	10.00	• *	-	-	0.12	-	8	10.12	15.12
Del Norte and Humboldt	8.00	-	•	0.25	0.07	=	8	8.32	12.32
Fresno:	8.00	-	-	0.11	-	-	8	8.11	12.11
	8.00	-	-	<sup>d</sup> 0.19	0.19	-	8	<sup>4</sup> 8.38	<sup>6</sup> 12.38
Ķings	8.00	•	-	0.25	0.25	-	8	<sup>3</sup> 8:50	ь 12.50
Lake and Mendocino	8:00	•	-	f 0.13	0.03	-	8	<sup>5</sup> 8.16	b 12.16
	8.00		-	<sup>8</sup> 0.14	0.03	-	. 8	<sup>5</sup> 8.17	<sup>b</sup> 12.17
Lassen, Modoc, Shasta,			•						
Siskiyou and Trinity	8.00	-	-	0.31	0.09	÷	8	8.40	12.40
Madera, Mariposa and Merced	8.00		-	0.115	0.115	-	8	8.23	12.23
Marin	10:00	-	-	-	0.12.		8	10.12	15.12
Monterey	8.00	-	-	0.14	0.22	-	8	8.36	12.36
	8.00	-	-	0.16	0.25	-	8	8.41	12.41
Napa	8.00	-	•	<sup>q</sup> 0.11	0:14	-	8	8.25	12.25
Nevada and Sierra	8.00	_	-	0.16	0.19	•	8	8.35	12.35
Placer	8.00	-	-	0.12	0.14	-	8	8.26	12.26
Sacramento	8.00	-	-	0.16	-	₹.	8	8.16	12.16
	8.00	-	-	0.15	-	-	8	8.15	12.15
San Benito	8.00	-	. •	b 0.15	81.0	-	8	<sup>b</sup> 8.33	b 12.33
San Francisco	9.00	· -	-	0.17	<b>0.17</b> °	-	8	9.34	13.84
San Joaquin	8.00	0.37	-	0.12	0.12	•	8	b 8.61	12.61
San Mateo	8.00	0.43	•	0.12	0.14	-	8	<sup>b</sup> 8.69	12.69
	8.00	-		<sup>k</sup> 0.13	0.17	-	8	<sup>b</sup> 8.30	b 12.30
Santa Clara	8.00	0.03	-	0.13	0.18	-	8	<sup>b</sup> 8.34	b 12.34
Santa Cruz	8.00	•	<b></b> .	0.16	•	•	8	8.16	12.16
	8.00	-	-	0.19	-	-	8	8.19	12.19
Solano	8.00	-	•	-	0.07	-	8	8.07	12.07
Sonoma	8.00	-	₩.	<b>™</b> 0.13	0.16	-	8	<sup>b</sup> 8.29	b 12.29
	8.00	0.38	<b>&gt;■</b> •	" 0.1 <u>5</u>	0.19	-	8	<sup>b</sup> 8.72	b 1,2.72
Stanislaus and Tuolumne	8.00	-	-	0.115	0.14	-	8	8.255	12.255
	8.00	-	. •	° 0.13	0.11	-	8	<sup>b</sup> 8.24	b 12.24
Tehama	8.00	-	-	0.12	0.19	-	8	8.31	12.31
Tulare	8.00	0.69		P 0, 12	-	-	8	<b>8.81</b>	b 12.81
Yolo	8.00	-	-	-	0.14	-	8	8.14	12.14
	8.00	-	-	-	0.19	-	8	8.19	12.19
Yuba	8.00	-	-	0.14	0.16	-	-8	8.30	12.30

<sup>##</sup> Craft is not apprenticeable

NOTE: If there are two rates, the first rate is for routine work, the second rate is for complex work.



- \$0.20 after 3 years of service; \$0.27 after 5 years of service.
- b. Computation is based on first years of employment. This rate should be increased by any applicable vacation increase as stated in other footnotes.
- \$0.25 after 7 years of service.
- \$0.38 after 3 years of service.
- 50,37 after 5 years of service; \$0.49 after 15 years of service.
- \$0.19 after I year of service; \$0.25 after 2 years of service.
- \$0.22 after 1 year of service: \$0.29 after 2 years of service.
- \$0.31 after 5 years of service.
- \$0.24 after 5 years of service.
  - \$0.23 after 2 years of service; \$0.35 after 6 years of service.
- \$0.26 after 1 year of service; \$0.39 after 5 years of service.
- \$0.27 after 1 year of service; \$0.40 after 5 years of service.
- m. \$0.26 after 7 years of service.
- \$0.31 after 3 years of service; \$0.46 after 7 years of service.
- \$0.27 after 3 years of service; \$0.40 after 5 years of service.
- \$0.23 after 2 years of service.
- § \$0.23 after 7 years of service.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <a href="http://www.dir.ca.gov/DLSR/PWD">http://www.dir.ca.gov/DLSR/PWD</a>. 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 subsistence provisions for the current determinations on the Internet at <a href="http://www.dir.ca.gov/DLSR/PWD">http://www.dir.ca.gov/DLSR/PWD</a>. Travel and subsistence provisions for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

#### CRAFT: #TUNNEL/UNDERGROUND (OPERATING ENGINEER-HEAVY AND HIGHWAY WORK)

**DETERMINATION: NC-23-63-1-2012-1C** 

ISSUE DATE: August 22, 2012

EXPIRATION DATE OF DETERMINATION: June 30, 2013" 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. Is issued.

LOCALITY: All locatities within Alameda, Alpine, Amador, Butte, Calaveras, Cotusa, Contra Costa, Del Norte, El Dorado, Fresno, Gienn, Humboldt, Kings, Laxe, Lassen, Madera, Marin, Marinosa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Sotano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yoto, and Yuba counties.

			-	- Em	olover Paym	nents	<del></del>		Straight-Tirr	<del>0</del>	<u></u> -	Overtime I	Hourly Rate	<del>-</del>
Classification	Ba	sic	Health	Pension	Vacation	Training	Other	Hours*	Т	ital	Da	tily/	Sund	ay and
(Journeyperson)	Но	urly	and		and		Payments		Ho	urty	Satu	rday <sup>d</sup>	Ho	liday
	R	ate	Welfare		Holiday				R	ate .	1/1	/2X	:	2X
Classification Group											•		•	
•	Area 1*	Area 2º							Area 1*	Area 2 <sup>b</sup>	Area 1ª	Area 2°	Area 1"	Area 26
Underground Rate														
Group 1-A	\$36.24	\$38.24	\$12.53	\$8.89	\$3.70	\$0.62	\$0.73	8	\$62.71	\$64.71	\$80.83	\$83.83	\$98.95	\$102.95
Group 1	\$33.77	\$35.77	\$12.53	\$8.89	\$3.70	\$0.62	\$0.73	8	\$60.24	\$62,24	\$77,13	\$80.13	\$94.01	\$98.01
Group 2	\$32.51	\$34.51	\$12.53	\$8.89	\$3.70	\$0.62	\$0.73	8	\$58.98	\$60.98	\$75.24	\$78.24	\$91.49	\$95.49
Group 3	\$31:18	\$33,18	\$12.53	\$8.89	\$3.70	\$0.62	\$0:73	В	\$57.65	\$59.65	\$73.24	\$76.24	\$88.83	\$92.83
Group 4	\$30.04	\$32.04	\$12.53	\$8.89	\$3.70	\$0.62	\$0.73	8	\$56.51	\$58.51	\$71,53	\$74.53	\$86.55	\$90.55
Group 5	\$28.90	\$30.90	\$12.53	\$8.89	\$3.70	\$0.62	<b>\$0</b> .73	8	\$55.37	\$57.37	\$69.82	\$72.82	\$84.27	\$88.27
Shafts Stopes & Raises												•		
Group 1-A	\$36,34	\$38.34	\$12.53	\$6.89	\$3.70	\$0.62	\$0.73	8	\$62.81	\$64.81	\$80.98	\$83.98	\$99.15	\$103.15
Group 1	\$33.87	\$35.87	\$12.53	\$8.89	\$3.70	\$0.62	\$0.73	8	\$60.34	\$62.34	\$77.28	\$80.28	\$94,21	\$98.21
Group 2	\$32.61	\$34.81	\$12.53	\$8.89	\$3.70	\$0.62	\$0.73	.8	\$59.08	\$81.08	\$75.39	\$78.39	\$91.89	\$95.69
Group 3	\$31.28	\$33.28	\$12.53	\$8.89	\$3,70	\$0.62	<b>\$0</b> .73	8	\$57.75	\$59.75	\$73.39	\$78.39	\$89.03	\$93.03
Group 4	\$30.14	\$32.14	\$12.53	\$8.89	- \$3.70	\$0.62	\$0.73	8	\$56.61	\$58.61	\$71.68	\$74.68	\$86.75	\$90.75
Group 5	\$29.00	\$31.00	\$12,53	\$8.89	\$3,70	\$0,82	\$0.73	8 .	\$55,47	\$57.47	\$69.97	\$72.97	\$84.47	\$88.47

#### CLASSIFICATIONS:

#### **GROUP 1-A**

Tunnel Bore Machine Operator - 20 feet in diameter or more

#### GROUP 1

Heading Shield Operator
Heavy Duty Repairman/Welder
Mucking Machine
Raised Bore Operator
Tunnel Mote Bore Operator

Tunnel Boring Machine Operator 10 ft up to 20 ft

#### **GROUP 2**

Combination Slusher and Motor Operator Concrete Pump or Pumpcrete Guns Power Jumbo Operator

#### GROUP 3 Drill Doctor

Mine or Shaft Hoist

#### **GROUP 4**

Combination Slurry Mixer Cleaner Grouting Machine Operator Motorman

#### GROUP 6 Bit Sharpener Brakeman

Combination Mixer and Compressor (Gunite)

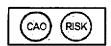
Compressor Operator
Assistent to Engineer
Pump Operator
Stusher Operator

# Indicates an apprenticeable craft. The current apprentice wage rates are available on the internet at http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp. To obtain any apprentice wage rates as of July 1; 2008 and prior to September 1; 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards website at http://www.dir.ca.gov/das/das.html.

NOTE: For Special Single and Second Shift rates, please see page 58A.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be all holidays in the coflective 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 es provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current or superseded determinations may be obtained by contacting the Office of the Director - Research Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: in accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the internet at http://www.dir.ca.gov/OPRL/PWD. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director -- Research Unit at (415) 703-4774.



<sup>\*</sup> AREA 1 - Alameda, Contra Costa, Butte, Marin, Merced, Napa, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Cruz, Solano, Stanislaus, Sutter, Yoto and Yuba counties; and portions of Alpine, Amador, Calaveras, Cotusa, Del Norte, El Dorado, Frasno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Mariposa, Mendocino, Monterey, Nevada, Placer, Plumas, Shasta, Sierra, Siskiyou, Sonoma, Tehama, Tulare, Tuolumne and Trinity counties.

b AREA 2 - Dei Norte and Modoc, and portions of Alpine, Amador, Calaveras, Colusa, 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 failing in each area detailed on page 41).

Includes an amount for supplemental dues.
 Saturday in the same work week may be worked at straight-time if a job is shut down during the normal work week due to inclement weather.

When three shifts are employed for five (5) or more consecutive days, seven and one-half (7 1/2) consecutive hours (exclusive of meal period), shall constitute a day of work, for which eight (8) times the straight time hourly rate shall be paid at the non-shift wage rate for the second shift. The third shift shall be seven (7) hours of work for eight (8) hours of pay at the non-shift wage rate.

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: # TUNNEL/UNDERGROUND (OPERATING ENGINEER-HEAVY AND HIGHWAY WORK) (SPECIAL SINGLE AND SECOND SHIFT)

**DETERMINATION: NC-23-63-1-2012-1C** 

ISSUE DATE: August 22, 2012

EXPIRATION DATE OF DETERMINATION: June 30, 2013' Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director - Research Unit at (415) 703-4774 for the new rates after ten days after the expiration date if no subsequent determination is issued.

LOCALITY: All localities within Alameda, Alpine, Amador, Butte, Calaveras, Cotusa, Contra Coste, 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.

,				Emo	olover Pavr	ents			Straight-Tim	<u>e</u>		Overtime I	Hourty Rate	
Classification (Journeyperson)	Ho	sic urly ste	Health and Welfare	Pension	Vacation and Holiday®	Training	Other Payments	Hours	Но	otal urly ate	Şatu	nity/ rday <sup>d</sup> /2X	Hol	ay and iday X
Classification Group	Area 1ª	Area 2 <sup>b</sup>	•						Anea 1ª	Area 2 <sup>b</sup>	Area 1*	Area 2 <sup>b</sup>	Area 1	Area 2 <sup>b</sup>
Underground Rate							•							
Group 1-A	\$40.37	\$42.37	\$12.53	\$8.89	\$3.70	\$0,62	\$0.73	.8	\$66.84	\$68.64	\$87.03	\$90.03	\$107.21	\$111.21
Group 1	\$37.58	\$39.58	\$12.53	\$8.89	\$3.70	\$0.62	\$0.73	8	\$64.05	\$66.05	\$82.64	\$85.64	\$101.63	\$105,63
Group 2	<b>\$36.17</b>	\$38.17	\$12.53	\$8.89	\$3.70	\$0.62	\$0.73	8	\$62.64	\$84.64	\$80.73	\$83.73	\$98.81	\$102.81
Group 3	\$34.69	\$36.69	\$12.53	\$8.89	\$3.70	\$0.62	\$0.73	Ė	\$61.16	\$63.16	\$78.51	\$81.51	\$95.85	\$99.85
Group 4	\$33.39	\$35.39	\$12.53	\$8.89	\$3.70	\$0.62	\$0.73	8	\$59.86	\$61.86	\$76.56	\$79.58	\$93.25	\$97.25
Group 5	\$32.12	\$34.12	\$12.53	\$8.89	\$3.70	\$0.62	\$0.73	8	\$58.59	\$60.59	\$74.65	\$77.65	\$90.71	\$94.71
Shefts Stopes & Raises														
Group 1-A	\$40,48	\$42,48	\$12.53	\$8.69	\$3,70	\$0.62	\$0,73	.8	\$66,95	\$68.95	.\$87.19	\$90.19	\$107.43	\$111.43
Group 1	\$37.69	\$39.69	\$12.53	\$8.89	\$3.70	\$0.62	\$0.73	8	\$64.16	\$86.16	\$83.01	\$86.01	\$101.85	\$105.85
Group 2	\$36.28	\$38.28	\$12.53	\$8.89	\$3.70	\$0.62	\$0,73	8	\$62.75	\$64.75	\$80.89	\$83.89	\$99.03	\$103.03
Group 3	\$34.80	\$36.80	\$12.53	\$8.89	\$3.70	\$0.62	\$0.73	8	\$61.27	\$63.27	\$78.67	\$81.67	\$96.07	\$100.07
Group 4	\$33.50	\$35.50	\$12.53	\$8.89	\$3.70	\$0.62	\$0.73	8	\$59.97	\$61.97	\$76.72	\$79.72	\$93.47	\$97.47
Group 5	\$32.23	\$34.23	\$12.53	\$8.89	\$3.70	\$0.62	\$0.73	8	\$58.70	\$60.70	\$74.82	\$77.82	\$90.93	\$94.93

#### **CLASSIFICATIONS:**

### GROUP 1-A

funnel Bore Machine Operator - 20 feet in diameter or more

GROUP 1 Heading Shield Operator Heavy Duty Repairman/Welder Mucking Machine Raised Bore Doerator Tunnel Mole Bore Operator Tunnel Boring Machine Operator 10 ft up to 20 ft

### **GROUP 2**

Combination Siusher and Motor Operator Concrete Pump or Pumpcrete Guns Power Jumbo Operator

### **GROUP 3**

Drill Doctor Mine or Shaft Hoist

Combination Slurry Mixer Cleaner Grouting Machine Operator Motorman

#### GROUP 6 Bit Sharpener

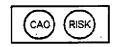
Brakeman Combination Mixer and Compressor (Guntte) Compressor Operator Assistant to Engineer

Pump Operator Slusher Operator

# Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet at http://www.dir.ca.gov/OPRUPWAppWage/PWAppWageStart.asp. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 1, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards website at http://www.dir.ca.gov/das/das.html.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bergained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at http://www.dir.ca.gov/OPRL/PWD. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director - Research Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at http://www.dir.ca.gov/OPRL/PWD. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director - Research Unit at (415) 703-4774.



AREA 1 - Alameda, Contra Costa, Butte, Marin, Merced, Nepa, 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, Fresirio, Glann, Humboldt, Kings, Lake, Lassen, Madera, Maniposa, Mendocino, Monterey, Nevada, Placar, Plumas, Shasta, Sierra, Siskiyou, Sonoma, Tehama, Tulare, Tuolumna and Trinity counties.

AREA 2 - Det Norte and Modoc, and portions of Alpine, Amedor, Calavares, Colusa, El Dorado, Fresno, Glenn, Humboldt, Lake, Lassen, Madera, Mariposa, Mendocino, Monterey, Nevada, Placer, Plumas, Shasta, Sierra, Siskiyou, Sonoma, Tehama, Tulare, Tuolumne and Trinity counties. (Portions of counties falling in each area detailed on page 41).

includes an amount for supplemental dues.

Saturday in the same work week may be worked at straight-time if a job is shut down during the normal work week due to inclement weather.

GENERAL PREVAILING MADE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS
PURSUANT TO CALIFORNIA LABOR CODE PART 7. CHAPTER 1. ARTICLE 2, SECTIONS 1770, 1713 AND 1773.1

FOR COMPERCIAL BUILDING, RIGHRAY, REAVY CONSTRUCTION AND DREAGING PROJECTS

RI	WINATION: MTY-2015-2				EMPLOY	ER PAYMENTS	3		STRAK	3HT-TIME	OVER	NTIME HOURLY	RATE	
	CRAFT (JOURNEY LEVEL)	ISSUE DATE	EXPIRATION DATE	BASIC HOURLY RATE	HEALTH AND WELFARE	PENSION	VACATION HOLIDAY	TRAINING	OTHER	HOURS	TOTAL MOURLY RATE	DAILY.	SATURDAY	SUNDA AND HOLIDA
	BRICKLAYER, BLOCKLAYER:													
	BRICKLAYER, BLOCKLAYER, STONEMASON PUNITER, CLEANER, CAULKER,	8/22/2015	04/30/2016**	A 36.620	9.790	12.020	e 2.030	0.800	C 1.070	0 6.0	62.330	E 81.840	E 81.640	100.9
	WATERPROOFER	8/22/2015	06/30/2016**	A 43.390	9.790	10.790	F .	1.460	0.400	D B.O	65.830	87.520	a 87.520	109.3
	BRICK TENDER	8/22/2015	06/30/2018**	H 32.270	7.540	10.180	F	0.410	0.300	D.8 C	50.700	E 66.830	E 66.830	82.9
1	CARPET, LINOLEUM,													
	SOFT FLOOR LAYER	8/22/2015	12/31/2015**	A 45.150	9.900	11.300	I -	0.630	0.340	8.0	58.320	J 91.400	J 81.400	114.
	YEARS:	8/22/2015	12/31/2015**	A 23.050	9.900	5.650	ļ -	0.050	0,340	8.0	38,990	j 50.510	50.510	62.0
	YEARS	8/22/2015	12/31/2015**	A 18.430	9.900	4.520		0.050	0.340	8.0	33,240	J 42.480	J 42,460	51.6
	FILLURY COVERING HANGLER FRANCE.	8/22/2015	12/31/2015**	A 14.730	9.900	3.620	1 -	0.050	0.340	6,0	28.640	J 36.000	J 36.000	43.3
	PLOOR COVERING HANDLER TRAINEE, SECOND 3 MONTHS	8/22/2015	12/31/2015**	A 16.580	9.900	4.070	I	0.050	0.340	8.0	30.940	J 38.230	J 39.230	47.5
1	ELECTRICIAN:									•				
	COMM & SYSTEM INSTALLER	8/22/2015	11/30/2015**	33.320	9.550	× 4.850		1.100	L 0.210	8.0	50.000	M 87.240	M 87,240	84.4
	COMM & SYSTEM TECH.	8/22/2015	11/30/2015**	37,940	9.550	K 4.650		1,100	L 0.210	8.0	54.780	M 74.410	M 74.410	94.0
	INSIDE WIREMAN, TECHNICIAN	8/22/2015	12/27/2015**	N 42.150	D 10,700	P 10.450		o 0.950	a 0.730	8.0	66,240	R 99,370	₱ <b>99.37</b> 0	132.
	CABLE SPLICER	B/22/2015	12/27/2015**	H 47,420	0. 10.700	P 10.480		O 0.950	a 0.790	8.0	71.730	R 107.600	***********************	143.
	INSIDE WIREMAN (WHEN WELDING)	8/22/2015	12/27/2015**	N 48.370	0 10,700	P 10.450		O 0.950	a 0.780	8.0	70.840	Ħ 105.960	n 105.980	141.
•	FIELD BURVEYOR:							-	· /·······					
	CHIEF OF PARTY	8/22/2015	02/29/2016**	38.070	13.030	T 10.640	U 3.410	0.770	0.160	8.0	86.080	v 85.110	w 85,110	104.
	INSTRUMENTMAN	8/22/2015	02/29/2016**	34,980	13.030	T 10.640	u 3.410	0.770	0.160	8.0	62.990	V 80.480	W 80.480	97.5
	CHAINMAN/RODMAN	8/22/2015	02/29/2018**	32,100	13.030	T 10.840	u 3.410	0.770	0.160	8.0	60.110.	v 76.160	w 76.160	92.3
(	GLAZIER	8/22/2015	12/31/2015**	A 43.430	9.900	x 14.290	-	0.550	Y 0.380	8.0	68.550	z 90.260	111.980	111.
	MARBLE FINISHER	8/22/2015	07/31/2016**	A# 30.220	9.790	3,830	i	0.450	0.550	8.0	44.940	AC 60.050	75.180	75.1
•	KARBLE MASON	8/22/2015	07/31/2016**	AL 40.410	9.790	14.390	1 +	0.800	0.770	8.0	66,160	AC 86,360	106.570	106.
F	PAINTER:										***************************************			
	BRUSH AND SPRAY	2/22/2015	12/31/2015**	н 36,400	9,900	T 11.180	1 .	0.420	0.380	D 8.0	58.260	76,460	AD 76,450	94.6
	INDUSTRIAL PAINTER	2/22/2015	12/31/2015**	н 38,900	9.900	T 11.180	I	0.420	0.380	D. B.O	58.760	77.210	AD 77.210	95.6
	SANUTILAS IEM, S IEAM CLEARER, WATERBLASTER	2/22/2015	12/31/2015**	H 36.900	9.900	т 11.160	) .	0.420	0.380	D 8.0	58,760	77,210	AD 77.210	95.6
	EXOTIC MATERIALS	2/22/2015	12/31/2015	H 37.150	9.900	T 11.160		0.420	0,380	9 8.0	59.010	77.580	AD 77,580	96.1
	PAPERHANGER-WALLCOVERING	2/22/2015	12/31/2015**	H 37.400	9.900	T 11.180		0.420	0.380	D 8.0	59,280	77.960	ter b - te eter m > me m**	96.6
	TAPER	8/22/2015	12/31/2015**	Az 38.190	9.900	9.620	1 .	0.410	0,390	8.0	58.510	77.800	p 77,800	AD 96.7
	TAPER CLEAN-UP	8/22/2015		A9 15.250	9,900					8.0	25.150	32,780		AD 40.4
	LASTERER	8/22/2015		AH 31,190	13,030	8,930	3.000	1.080	1, 150	8.0	58,380	73.110		87.8
`	LASTER TENDER	8/22/2015	07/31/2016*	AK 29.040	9.250	10.920		0.390		8.0	49.600	AL 62.580	AL 62,580	75.5
)	LUMBER:	naraning agains nasa							THE RESERVE OF THE PROPERTY OF THE PARTY OF		engligen jene g			
	PLUMBER, PIPE FITTER & REPRIGERATION   FITTER (HVAC)	8/22/2015	12/31/2015***	41.550	11.530	13.810	f .	1.350	3.570	8.0	71.810	<b>92.58</b> 0	e 92.580	113.
)	PIPE TRADESMAN	8/22/2015	12/31/2015	13,000	9.340	1.000	, .		0,710	8.0	24.050	± 30.550	t 30.550	37.0
/	UNDERGROUND UTILITY PIPERITIER	8/22/2015	06/30/2016***	26.600	6.800	AM 3.000	2.000	0.450	0.800	0 8.0	39.250	52.550	52.550	65.8
	LANDSCAPE PIPERITTER	8/22/2015	06/30/2016**	26,600	6.600	AM 3,000	2,000	0,450	0.600.	0.8	39.250	52.560	52.550	65.
	JOURNEYMAN	8/22/2015	06/30/2018**	15.600	8.800	AM 3,000	2.000	0.450	0.800	0 60	26.250	36,050	35,050	43.1
	LANDSCAPE ASSISTANT JOURNEYMAN	8/22/2015	08/30/2016**	16.600	6,800	AM 3.000	2.000	0.450	0.600	D .8.0	28.250	36,050	36.050	43.5
	UNDERGROUND UTILITY TRADESMAN	8/22/2015	06/30/2016**	10.900	8,600	AM 3.000	2,000	0.450		D 8.0	23.550	29.000	29,000	34.4

Exhibit A

GENERAL PREVAILING MAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS PURSUANT TO CALIFORNIA LABOR CODE FART 7. CHAPTER 1. ARTICLE 2. SECTIONS 1770, 1773 AND 1773.1 FOR COMMERCIAL SUILDING, HIGHMAY, HEAVY CONSTRUCTION AND DREADING PROJECTS

DETE	RMINATION: MTY-2015-2							E	MPLOY	ER P	AYMENT	5			. 8	TRAK	3HT-TIME	<u> </u>	OVER	TIME	HOURLY	'RA	TE
Agrae	CRAFT (JOURNEY LEVEL)	IBSUE DATE	EXPIRATION DATE	НО	ASIC URLY ATE		ALTH NO LPARE	PE	NSION		CATION	TR.	AINING	OTHER PAYMENTS	Ŧ	. <b>68</b> C	TOTAL HOURLY RATE	海内于	JALY	3	URDAY	H	UNDAY AND OLIDAY
7	LANDSCAPE TRADESMAN I	8/22/2015	06/30/2016**		10.550		6.600	AM		1	2.000	1	0.450	0.600	0	8.0	20.200	1	25.480		25.480	Ţ	30.750
<b>Ž</b>	LANDSCAPE TRADESMAN II	8/22/2015	06/30/2016**		10.900		6.600	М	3.000	Ī	2.000	Ī.,	0.450	0.600	D	8.0	23.550	T	29.000		29.000		34.450
*	AND CONTROL SYSTEMS, OVERHEAD AND UNDERGROUND)	8/22/2015	12/31/2015**		34.310		6.520	AQ.	10.860	1	-		0.450	0.250		8.0	54,410		71,570		71.570		88.720
. 7.	ROOFER	8/22/2008	09/30/2008*	4	28.880		5.790	-	3.100	AR	:	<b></b>	0.700	0.200	1	8.0	38.470	-	52.610	-	52.810	1	52.610
ž	SHEET METAL WORKER			-								i			Ī			-		!			
93	ZONE 1 (UNDER 20 MILES)	8/22/2015	12/31/2015*	AT	41.990	AM	13.280	AU	18.340	F			1.410	0.420	1	6.0	75.440	AV	96,060	AV	96.060		116.680
+	FOR SERVICE AND REPAIR	8/22/2015	12/31/2015*	AT	41,990	AH	13.280	AU	16.340	F.	-	1	1.410	0.420	Ì	6.0	75.440	AW	98.080	AX	96.060	AY	116.680
ဆွိ	METAL DECK & SIDING	2/22/2015	06/30/2015*	Н	33.860	AM	13.530	AZ	18.000	Ţ	,	DA	0.300	-		6.0	65.690	A¥	83.620	AV	83.620	1	101.550
· 86	TERRAZZO FINISHER	8/22/2015	06/30/2016**	ec.	33.780		9.790	Γ.	5.140	F	. •		0.800	0.530		6.0	50.040	AV	54.620	AV	64.820		79.600
. =	TERRAZZO WORKER	8/22/2015	08/30/2018***	ec.	41,010		9.790		14.940	F	-		0.800	0.7.10		8.0	67.250	AV	85.070	AV	85.070		102,890
. 6	TILE FINISHER	8/22/2015	03/31/2016*	80	22.790		6.830		3,480		0.700		0.460	1.130		6.0	37.360		48.760	۵	48.760		80,150
_ ₹	ASD CIRCLED FINISHER	8/22/2015	03/31/2016*	60	28.480		6.630		3.690		1.300		0.350	1,140		6.0	43.790		58.030	0	58.030		72.270
• 8	TILE SETTER	8/22/2015	03/31/2016*	60	39.520		6.630		4.690		2.350		0.690	1.730		6.0	57.810		77.570		77.570		97.330
w	WATER WELL DRILLER	8/22/1998	12/31/1998°	1	12,700	·	3.200		0.780	BE	0.630		•	•		6.0	17.310	æ	23.660	DF	23.660	8F	23.660
	PUMP INSTALLER	8/22/1998	12/31/1998*	-	12.700		3,200		0.780	BE	0.630		-			6.0	17.310	BF	23.660	BF	23,660	BF	23,660
	HELPER	8/22/1998	12/31/1998*	1	10,380		3.200	Ī	0.780	63	0.520	!	-	-	I	6.0	14.880	8F	20.070	BF	20.070	BF	20.070





# CITY OF MONTEREY DEPARTMENT OF PLANS AND PUBLIC WORKS

**SPECIFICATIONS** 

FOR.

# General Municipal Building Improvements On-Call Contract 2016 For City Projects

**FORMAL BID** 



APPROVED FOR CONSTRUCTION:

PRINCIPAL ENGINEER

DATE: 11/03/2015

Master Specification Revision:

09/21/2015

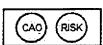
Project Specification Revision:

10/01/2015



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Gen Mun Bldg 2016 City

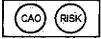


# GENERAL MUNICIPAL BUILDING IMPROVEMENTS ON-CALL CONTRACT 2016 FOR CITY PROJECTS

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Gen Mun Bldg 2016 City



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# CITY OF MONTEREY DEPARTMENT OF PUBLIC WORKS MONTEREY, CALIFORNIA

#### **NOTICE TO CONTRACTORS**

Sealed unbound bid proposals will be received in the office of the City Clerk, attention Finance Director, 580 Pacific Street, Room 6, City of Monterey, California, until 2:00 p.m., November 24, 2015, at which time they will be publicly opened and read in the City Council Chambers, for furnishing all labor, materials, tools, equipment and incidentals for the construction of General Municipal Building Improvements On-Call Contract 2016 for City Projects in accordance with these specifications.

This is an on-call contract, which shall be used to provide the City with a readily available work force for repairs to existing facilities, new construction of projects less than \$65,000 and emergency repairs as the City deems appropriate. In general, the work consists of repair, replacement and construction of any structure, shelter or enclosure and miscellaneous associated work at such times and locations as required. The work shall be located in the City of Monterey.

The contract agreement will be for a term of one year with the option to renew for one additional year with a not to exceed annual funding limit of \$1,000,000 plus California Consumer Price Index Adjustment (\$1,351,680 as of July 1, 2015). The City reserves the right to adjust the annual funding limit based on the July 1, 2016 California Consumer Price Index. There is no guaranteed minimum amount of work under this contract. The amount of work to be requested during the twelve-month contract period cannot be well defined at the outset. Work shall be issued through Work Orders.

The City reserves the right to award up to four (4) contracts to a pool of the lowest responsive, responsible bidders in accordance with Section 28-20 (f), Multiple Job Order Contracts Procedure, of the Monterey City Code.

At the time of the bid opening, the successful Bldder must be legally entitled to perform contracts requiring a Class B General Building Contractor's license. Any Bidder or contractor not so licensed shall be subject to all penalties imposed by law including, but not limited to, any appropriate disciplinary action by the Contractors' State License Board.

All electricians performing work under this contract, as defined as making electrical connections at or above 100 volt-amperes, shall be certified pursuant to Section 3099 et seq. of the California Labor Code. Contractor shall submit proof of certification, or proof that the requirements of Section 3099.4 (a) of the California Labor Code have been met, prior to electricians commencing work under this contract.

# SPECIFICATIONS AND BID FORMS

Specifications, including instructions to Bidders and all necessary contract documents and forms, are available on-line from the City's website located at <a href="http://monterey.org/en-us/Business/Bids-and-RFPs">http://monterey.org/en-us/Business/Bids-and-RFPs</a>. In order to download project documents, you must register as a document (plan) holder on EbidBoard at no cost through the City web site. Potential bidders, subcontractors and suppliers are responsible for reviewing the complete bidding documents, including all addenda, prior to submitting their bid. They are also advised to check the City's web site noted above periodically and prior to submitting their bid. Submit unbound bid proposals (see Appendix A) in sealed envelopes clearly marked on the exterior with the project name, bid opening date and bid opening time for which the bid proposal is being submitted. When submitting a bid in a sealed envelope within another sealed envelope, such as an envelope provided by an overnight carrier, be sure to also mark the exterior of the outermost envelope or overnight carrier's envelope clearly with the project name, bid opening date and bid opening time.

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#### **PREVAILING WAGES**

Local prevailing wage rates shall be paid in accordance with Sections 1770, 1773, and 1782, as amended, of the California Labor Code, and Section 28-20(e) of the Monterey City Code, on all public works construction contracts exceeding twenty-five thousand dollars (\$25,000) and all public works contracts for alteration, demolition, repair or maintenance work exceeding fifteen thousand dollars (\$15,000). Local wage rates may be obtained from City of Monterey, Capital Projects Office, 353 Camino El Estero, Monterey, CA, (831-646-3997) or the Director, Department of Industrial Relations, State of California, 455 Golden Gate Avenue, San Francisco, California (415-703-4774). Any Bidder contractor awarded a public works contract that uses a craft or classification not in the general prevailing wage determinations may be required to pay the wage rate most closely related in the general determinations, effective at the time of the call for bids.

In accordance with the provisions of Sections 1725.5, 1771.1, 1771.3, and 1771.4 of the Labor Code, this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal (subject to the requirements of Section 4104 of the Public Contract Code), or engage in the performance of any contract for public work, as defined by that chapter of the Labor Code, unless currently registered and qualified to perform public work pursuant to Section 1725.5 of the Labor Code. See Part III of these Specifications for additional requirements.

In accordance with the provisions of Section 1773.3 of the Labor Code, the City of Monterey shall provide notice to the Department of Industrial Relations (DIR) of the award of any public works contract subject to the requirements of Chapter 1 of the Labor Code, within five days of the award. The notice shall be transmitted electronically in a format specified by the DIR (see <a href="https://www.dir.ca.gov/pwc100ext/">https://www.dir.ca.gov/pwc100ext/</a>) and shall include the name of the contractor, any subcontractor listed on the successful bid, the bid and contract award dates, the contract amount, the estimated start and completion dates, job site location, and any additional information the DIR specifies that aids in the administration and enforcement of this chapter.

#### **BID BOND**

Cash, a certified check or cashier's check, payable to the order of the City of Monterey, or a satisfactory bid bond, in original form (no fax or photocopy shall be accepted), executed by the Bidder and an acceptable surety in an amount equal to ten percent (10%) of the bid amount shall be submitted with each bid.

#### **BID VALIDITY**

No Bidder may withdraw their bid for a period of ninety (90) days from the date of opening of the bids for the purpose of reviewing the bids and investigating the qualifications of Bidders, prior to awarding of the contract. Any bid withdrawal before the expiration of such time period shall result in the forfeiture of Bidder's Bid Bond. In the event of a bid mistake resulting from a clerical error made by the Bidder, withdrawal of such bid without forfeiture of the Bid Bond may only be allowed if the criteria set forth in California Public Contracts Code Sec. 5103 are met and the procedures set forth therein are followed; any such approval by City of bidders request to withdraw bid shall be at the sole discretion of the City.

#### **RESPONSIBLE BIDDER**

Responsible bidder as it pertains to this contract shall be as follows:

Standards of Responsibility: The City may reject bids on the basis of non-responsibility. A
responsible bidder is one that has the capacity in all respects to perform fully the contract
requirements, and the integrity and reliability which will assure good faith performance of the
contract. Factors to be considered in determining whether the standard of responsibility has been
met include whether a bidder has:

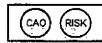
Gen Mun Bidg 2016 City



- a. The appropriate financial, material, equipment, facility, capacity (adequate workforce to complete the job in a timely fashion) and personnel resources, including all required certifications, licenses, and expertise necessary to indicate its capacity to meet all contractual requirements, including the following specific requirements:
  - i. Adequate workforce to meet multiple critical work schedules at once;
  - ii. Ability to start projects on the commencement dates set forth by the City and satisfactorily complete them within the City's stated time limits;
- b. A satisfactory record of performance, including but not limited to any prior work performed by bidder for the City or other agency;
- c. Evidence of bidder's ability to provide the required bonding and insurance capacity. Apparent low bidder with cash or cashier's check as bid bond is required to submit a pre-qualification letter from an acceptable surety or cashier's check as performance bond within fourteen (14) calendar days of the bid opening;
- d. A satisfactory record of integrity, diligence, and professionalism in the specific contract work;
- e. The legal qualifications to contract with the City; and
- f. Supplied all information requested by the City in connection with the inquiry concerning responsibility.
- 2. <u>Information Pertaining to Responsibility</u>. The prospective contractor shall supply any information requested by the City concerning the responsibility of such contractor, including the qualifications and performance records of contractor's employees and proposed subcontractors. If the prospective contractor fails to supply the requested information, the City shall base the determination of responsibility in award of the Contract upon any available information, or may find the prospective contractor non-responsible on the basis of its failure to provide the requested information to the City.
- 3. The City's Duty Concerning Responsibility. Before awarding a contract, the City must be satisfied that the prospective contractor is responsible. The City may use the information provided by prospective contractor as well as information obtained from other legitimate sources, including City staff's own experience with the prospective contractor and prospective contractor's employees.
- 4. Written Determination of Non-responsibility Requirements. If a bidder or offeror who otherwise would have been awarded the Contract is found non-responsible, a written determination of non-responsibility setting forth the basis determination shall be prepared by the City and sent to the non-responsible bidder or offeror. The bidder or offeror shall have an opportunity to appeal the City's determination on non-responsibility.

#### **BID REJECTION**

The City reserves the right to reject any or all bids as the best interests of the City may dictate and, to the extent permitted by law, waive any irregularity in any bid. If there is any reason for believing that collusion exists among the bidders, the City may reject any or all bids.



# **UNBALANCED BID**

Bids which are obviously unbalanced may be rejected. For the purposes of this section, an unbalanced bid is one that (a) has unit prices based on nominal prices for some items of work and enhanced unit prices for other items of work, and (b) the amount and manner in which the unit prices are distributed is not reflective of the true cost to perform the work. Any unbalanced bid may be rejected by the City whether or not the result of the unbalanced bid increases the cost of the project to the City.

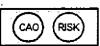
#### **BIDDER PROTEST**

All bid protests shall follow the procedures set forth in Monterey City Code §28-26 et seq., and the City's Purchasing Manual, both of which are available on-line on the City's website located at <a href="http://monterey.org">http://monterey.org</a>. Payment of a bid protest filing fee in the amount set forth in the City Code and Purchasing Manual shall be prerequisite to the filing of any such protest.

#### INTERPRETATION OF SPECIFICATIONS

Should a Bidder be in doubt as to the true meaning of any item in the Plans or Specifications or should Bidder discover items containing discrepancies or omissions, the Engineer shall be immediately notified. All requests for interpretations must be submitted ninety-six (96) hours before bid opening. If found necessary, interpretation or correction will be made by written addendum, a copy of which will be sent to each plan holder. Such addenda are to be considered as part of the contract documents, and the Bidder shall acknowledge this condition by listing each addendum by number in his bid proposal. The Engineer shall not be held responsible for any oral interpretations or instructions. No addenda can be issued less than seventy-two (72) hours before bid opening without an accompanying bid time extension. The Engineer reserves the right to make decisions on extending the bid period.

Gen Mun Bldg 2016 City



## **DEFINITIONS**

SPECIAL

SPECIFICATIONS:

For the purposes of this document, the following definitions shall apply:

<u>CITY</u>: The term <u>City</u> refers to and indicates the City of Monterey, Monterey County,

State of California.

ENGINEER OR The term Engineer or City Engineer refers to and indicates the Public Works

<u>CITY ENGINEER</u> Director of the City of Monterey or his duly authorized representative.

<u>BIDDER</u>: Party submitting a bid for consideration by the City of Monterey.

<u>CONTRACTOR</u>: The term <u>Contractor</u> refers to and indicates the party or parties contracting to

perform the work to be done in pursuance of this contract and specifications.

COUNCIL OR The City Council of the City of Monterey.

CITY COUNCIL:

<u>PLANS</u>: The project plans referred to herein.

PROVISIONS:

<u>STANDARD</u> Specifications entitled "State of California, Department of Transportation, <u>SPECIFICATIONS</u>: Standard Specifications" of latest publication on file in the office of the City Clerk

of the City of Monterey.

Part IV of these Specifications.

This document, in its entirety.

STANDARD Plans entitled "State of California, Department of Transportation, Standard

PLANS: Plans' of latest publication.

ADA: Americans with Disabilities Act of 1990, Titles II and III, revised September 15,

2013.

<u>CBC</u>: California Building Codes, latest edition as adopted by the City of Monterey.

IBC: International Building Codes, latest edition.

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Gen Mun Bldg 2016 City



# General Municipal Building Improvements On-Call Contract 2016 For City Projects Bid Schedule

	o. U	nit Description	Estimated	Hoter's Pote	Amount.
	1	r Project Manager	1	IDS	\$ 105
	2 1	r Superintendent	1	1103	\$ 100
3	1 H	r Foreman	1	196	s 96
1.4	Н	r Carpenter	1	93	\$ 93
5	5. H	Carpenter, Sound and Thermal Insulation	1	63	\$ 93
6	H		. 1.	93	\$ 93
7	H	Laborer	1.	172	\$ 72
8	Н	Cement Mason / Concrete Finisher	1 1	87	\$ 88
9	H	Acoustic Ceiling Tile Installer	i	33	\$ 93
10	Hr	Drywall Installer / Lather	<u> </u>	95	\$ 95
11	Hr	Drywall Stocker / Scrapper	1	61	\$ 51
12	Hr	Drywall Finisher / Taper	1	\$6,	\$ 85
13	Hr	Plasterer	1	85	\$ 85
14	Hr	Plasterer Tender	1	-14	\$ 74
15	Hr	Painter	1	86	\$ 86
16	Hr	Bricklayer, Blocklayer	1	98	\$ 98
17	Hr	Mason Tender, Brick	1	10	\$ 80
18	Hr	Tile Layer	1	35	s 85
19	Hr	Title Finisher	1	55	\$ 55
20	Hr	Soft Floor Layer, Carpet and Lincleum	. 1.	10%	\$ 100
21	Hr	Roofer	1	106	\$ 93
22	Hr	Glazier	1	108	\$ 108
23	Hr	Electrician, Cable Splicer	1	115	s 115
24	Hr	Electrician, Inside Wireman	1	110	\$ 110
25	Hr	Electrician, Sound and Communications Installer	1 1	93	\$ 93
26	Hr	Electrician, Sound and Communications Technician	ï	96	\$ 99
27	Hr	Ironworker, Reinforcing and Structural	1	9	\$ 99
28	Hr	Plumber, Pipe Fitter and Refrigeration Fitter (HVAC)	1	105	\$ 105
29	Hr	Plumber, Fire Sprinkler Fitter	1	88	s 88
30	Hr	Sheet Metal Worker	1	115	\$ 115
31	H	Cost Estimator	1	77	\$ 17
<u> </u>		SUBTOTAL A	28	35	\$ 2835
10.	Unit	Description	Total Cost (Comparison Basis Only)	Percentage of Cost	Amount
32	%	Materials Markup		10	
33	%	Sub-Contractor Markup	0.0000	5	
4	%	Performance and Payment Bond Markup		2	
	%	Contractor's Fee Markup, \$1 to \$64,999		5	
_	%	Total Markup, lines 32, 33, 34 plus 35	\$ 50,000	22	\$ 11.000 00
_	%	Contractor's Fee Markup, \$65,000 to \$1,000,000			
8	%	Total Markup, lines 32, 33, 34 plus 37	\$ 100,000	22	\$ 22,000.00
	<u> </u>		33 000.00		
<u>.                                    </u>		(	25,835.00		

Gen Mun Bidg 2016 City



# GENERAL MUNICIPAL BUILDING IMPROVEMENTS ON-CALL CONTRACT 2016 FOR CITY PROJECTS

# CITY OF MONTEREY

#### **PROPOSAL**

To the Honorable City Council City of Monterey City Hall Monterey, California

The undersigned declares to have carefully examined the location of the proposed work, that the Plans and Specifications as set forth herein have been examined, and hereby proposes to furnish all materials and equipment and do all the work required to complete the said work in accordance with said Plans and Specifications for the lump sums and unit prices set forth in the following schedule:

#### BID SCHEDULE

See "Part II, Page 2" immediately following this page.



#### **BASIS OF AWARD**

Award of contract, if any be made, shall be made to the Contractor with the lowest responsive responsible bid based on the Grand Total (Subtotal A plus Subtotal B)

#### **BID ITEM DESCRIPTIONS**

This section covers details of individual items of the Bid Schedule to insure that it is clear as to what is to be included in each item. The costs submitted with each item are to reflect the work to be completed under that bid item only. Payment of all the following items shall be for actual materials installed on the job and for actual work accomplished.

Items 1 - 30 Hourly Rate

The hourly rate shall include the labor cost, labor cost surcharge, and labor markup and equipment necessary for the trade. The trades listed for bid comparison are not exhaustive. Trades not listed may be needed during the course of the contract. In such an event, the City and the Contractor shall mutually agree upon an hourly rate prior to commencement of work by the trade. Under no circumstances shall the rate of pay for any trade be less than the required prevailing wage.

Item 31 Cost Estimator

The hourly rate shall include the labor cost, labor cost surcharge, and labor markup and equipment necessary for cost estimating. This item shall include cost estimating as requested by the City for other projects that are not part of potential Work Orders and for general cost estimating assistance, such as researching costs of alternative materials and equipment. Cost estimating for potential Work Orders shall be included in the Contractor's Fee Markup item and no additional compensation shall be made.

#### Item 32 Materials Markup

This percentage of cost shall include the markup for materials purchased by the contractor for each project Work Order. Contractor shall provide invoices for all materials purchased and used in the course of the project Work Order. The Engineer reserves the right to furnish any or all the materials it deems necessary to complete the work. The contractor shall have no claims for costs and markup on materials furnished by the City.

Item 33 Sub-Contractor Markup

This percentage of cost shall include the prime contractor's markup for sub-contractor's cost for completion of each project Work Order.

Item 34 Performance and Payment Bond Markup

This percentage of cost shall include the contractor's markup for providing performance and payment bond for each project Work Order. See requirements in Part IV of these specifications.

Item 35 and 37 Contractor's Fee Markup

These pay items are for the contractor's overhead and profit as a percentage of the total construction cost for items listed for a project in the ranges of either \$1 to \$64,999; or from \$65,000 to \$1 million. This markup only applies to work performed by the prime contractor's own forces. Contractor's fee shall include insurance costs.

## **ANCILLARY ITEMS**

Payment for any Items that do not have instruction indicating where expenses for said items are to be accounted for are to be considered ancillary to the work and accounted for in every one of the lump sum or unit price items and no additional compensation will be allowed therefor.

These items include, but are not limited to, Mobilization, Demobilization, Standard Traffic Control, Storm Water/Environmental Pollution Prevention Compliance submittals and related work, clean up, acquiring and complying with permits, estimating costs for potential Work Orders, staging areas, temporary site utilities, temporary sanitation facilities and similar items.

Gen Mun Bidg 2016 City



#### **LUMP SUM PRICE BREAKDOWN**

Immediately after award of the contract, the contractor shall submit a cost breakdown list to the Engineer for all Lump Sum Bid items. The list shall consist of major elements of work that make up the item and shall be used for determining progress pay estimates.

#### **BID CLARIFICATION**

Pursuant to the provisions of the California Public Contract Code Section 20103.8, City reserves the option to award any or all the additive bid items in addition to the original contract after the lowest responsive responsible Bidder has been determined, should the City later obtain additional funding for additive alternatives not awarded with the original contract.

For responsible bidder as it pertains to this contract, see Part I, Responsible Bidder.

Unit and lump sum prices shall be for items in place, as shown on the Plans, including all labor, materials, equipment, taxes, and incidentals necessary for a complete job.

Whenever unit prices are required and there is an incorrect extension thereof, the unit price correctly extended shall prevail and the total bid shall be corrected to reflect the correct extension. If a bid item amount is zero, enter zero. If a bid item is included elsewhere, enter "included". Do not enter "N/A" into the Bid Schedule.

The foregoing quantities are approximate only, being given as a basis for comparison of bids, and the City of Monterey 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 work by twenty-five percent (25%) or to omit portions of the work as may be deemed necessary by the Engineer.

For Items 1 through 31, the value in the "Amount" column shall be the product of the Estimated No. of Hours times the Hourly Rate. Subtotal A shall be the sum of the Amount column for Items 1 through 31. For Items 32 through 34, enter the Percentage of Cost Markup for the various items. For item 35, enter the Percentage of Cost markup for Work Orders valued between \$1 and \$64,999.

For Item 36, Total Markup, enter the sum of the Percentage of Cost Markup for Items 32 through 35. This Total Markup Percentage of Cost shall be applied to the Total Cost of \$50,000. The Total Cost of \$50,000 and the various Percentage of Cost Markup values are for comparison only.

For Item 37, enter the Percentage of Cost Markup for Work Orders valued between \$65,000 and \$1,000,000.

For Item 38, Total Markup, enter the sum of the Percentage of Cost Markup for Items 32, 33, 34 and 37. This Total Markup Percentage of Cost shall be applied to the Total Cost of \$100,000. The Total Cost of \$100,000 and the various Percentage of Cost Markup values are for comparison only. Subtotal B shall be the sum of the Amount column for Items 36 and 38.

The Grand Total shall be the sum of Subtotal A and Subtotal B. Individual percentage of costs as appropriate shall be applied to work orders issued under this On-Call Contract. A completed sample Bid Schedule is included in Appendix B herein.

The amount of work to be requested during the twelve-month contract period cannot be well defined at the outset. The Bidder agrees to do the work on an on-call basis in such increments and at such times and locations as will be defined in written work orders to be issued by the City as the need arises. The Bidder agrees that the offer to do the work at the hourly rates, percentage of cost markup and fees submitted with the bid schedule remains in effect for all written work orders as herein described and issued by the City during the twelve month period beginning with the effective date of the Notice to Proceed or until the exhaustion of the annual funding limit, whichever occurs first. No minimum annual dollar value of work is guaranteed by the City. A sample Work Order is included in Appendix B herein.

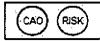
Gen Mun Bldg 2016 City



# **DECLARATION OF BIDDER RE: LICENSE QUALIFICATIONS**

	-	date: 1-3 -17
THE FOREGOING INFORMATION IS TRUE AT OR PERJURY IN	ND CORRECT AND IS EXE	CUTED UNDER PENALTY
MONTONIO COUNTY, CAL	IFORNIA, ON NOVUMB	Y 13 2015.
Name of Firm: William A. Thayw Address: 2205 San Bynancio	Construction Inc	
Address: 205 Gan Bunancio		
Telephone: 831-641-9147 Email: WHYQUY@ HYZUGYCONSTru	ction.com	
(If firm is an individual, so state. If a firm or co-person authorized to execute the declaration on	artnership, state the firm nar	
FAILURE TO PROVIDE ANY OF THE INFORMATION OF THE IN	ATION REQUIRED HEREIN I YOUR BID BEING DEEME	INCLUDING D NON-RESPONSIVE
- Usignature	William A. Printed Name	Thayer, Prkider
The Bidder shall list below any and all addenda in result in a non-responsive bid:	ssued for this project. Failur	e to list issued addenda will
ADDENDA (1)	DATE	RECEIVED
·#[	I i ova	mbw 13,2015
		11/2/1
2		111/11/1/2017
2 3		11/7/1 17,0017
2	· · · · · · · · · · · · · · · · · · ·	11/7/1
3.  4.  The Bidder shall list below jobs of a similar nature three (3) years:	completed by Bidder's orga	inization within the past
3.  4.  The Bidder shall list below jobs of a similar nature three (3) years:  Date Dollar Agency  Completed Amount Name	completed by Bidder's orga	
7	Type Of Job	nization within the past  Project Location (SUNTY 6+ Monte
7	Type Of Job A JOC ON-CAU	inization within the past  Project Location (sunty of Monte
7	Type Of Job A JOC ON-CAU	inization within the past  Project Location (sunty of Monte
7	Type Of Job A JOC ON-CAU	inization within the past  Project Location (sunty of Monte
7	Type Of Job  JOC On-Call  Calif. On-Call  Istrict on-Call  District on-Call	inization within the past  Project Location (sunty of Monte)  Sugerity Courts

Gen Mun Bidg 2016 City



The "Estimated No. of Hours" column of the bid schedule defines the number of hours to be used in calculating a bid amount for each bid item and hourly rate. The hours listed will serve only to permit the calculation of bid amounts which, when totaled, shall provide the basis for comparison of bids and selection of the lowest qualified bidder. An hourly rate or percentage of cost and amount must be entered for every bid item in order for a bid proposal to be considered for award of contract.

All costs associated with obtaining the bonds and insurance required by this contract shall be included in the unit prices for work items. In the event that no work is issued by the City during the course of the contract, the Contractor shall be responsible for any and all costs associated with meeting the contract requirements.

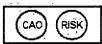
The intent of this contract is to provide the City with a readily available work force for new construction on City projects of any value up to \$59,999, and for repairs to existing facilities and emergency repairs of any value up to the Contract limit, as the City deems appropriate. This contract does not give the Contractor exclusive rights to perform all work done by the City; certain projects may be performed by City work forces or be sent for bid proposal throughout the term of the contract which may include this type of work.

The cost of individual projects under this contract shall be the sum of all bid items plus material and equipment costs necessary to complete such project. The bid items shall be calculated by multiplying the total bid item number of hours by the corresponding hourly rate. The city reserves the right to reject or negotiate the work order cost.

Bidders may withdraw or revise their bid personally, or upon a written or telegraphic request, or by FAX (the City's FAX number is 646-3702), at any time prior to the hour set for the opening of bids, but not thereafter, however, the City shall not accept faxed copies of bid bonds, affidavits or any other documents where an original document or signature is required by these Specifications. Bids may not be withdrawn for the time period specified in <u>BID VALIDITY</u> of Part I.

The Noncollusion Declaration included in this document shall be executed and submitted with each bid. The Local Hire Certification included in this document shall be executed and submitted with each bid, except in the following cases: 1) informal bids (i.e., under \$65,000); 2) whenever a state or federal law or regulation applicable to a particular contract prohibits the provision of a local hire requirement; or 3) whenever the City, in accordance with the requirements of the City Code or state law, determines that the contract is necessary to respond to an emergency which endangers the public health, safety, or welfare; or 4) whenever the City determines that a suitable pool of persons providing specialized skills does not exist locally for a specific public works project.

Gen Mun Bldg 2016 City



The Bidder shall list below the name, the location of the place of business, and the California contractor license number of any subcontractors proposed to perform work or labor or render service on this project, or a subcontractor licensed by the State of California who will specially fabricate and install a portion of the work or improvement according to detailed drawings contained in the plans and specifications of this project, whose work is in excess of one-half of 1 percent of the Bidder's total bid or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of 1 percent of the Bidder's total bid or ten thousand dollars (\$10,000), whichever is greater:

Г	DBE (Y/N	) License No.	Subcontractor Name	Subcontractor Place of Business	
	N	692989	Cornerstone	P.U. Bex 3617	
	item No.	Amount (\$) or % of Bid Item	Trade/Description of Work	Saluras (a. 93912	
	16	98.00	Masenry		
2	DBE (Y/N	) License No.	Subcontractor Name.	Subcontractor Place of Business	
	N	1006265	Cinderella	P.O. Rux 1010	
	Item No.	Amount (\$) or % of Bid Item	Trade/Description of Work	Salinas (a 93912	
	120	106.20	Flooring		
$\Box$	DBE (Y/N)	License No.	Subcontractor Name	Subcontractor Place of Business	
	N	836222	Loss Roofing	742 neeson Rd. Ste. D	
3	Item No.	Amount (\$) or % of Bid Item	Trade/Description of Work	Marina, CA 93933	
L	21	93.00	roofing,		
	DBE (Y/N)	License No.	Subcontractor Name	Subcontractor Place of Business	
	N	115427	Colling Electric	385 Reservation Rd.	
4	Item No.	Amount (\$) or % of Bid Item	_Trade/Description of Work	Marin , CM 93933	
	23	115	Elictrical		
	DBE (Y/N)	License No.	Subcontractor Name	Subcontractor Place of Business	
	<u> </u>	757760	Nuno Iron	315 Bittersweet Rd.	
5	Item No.	Amount (\$) or % of Bid Item	Trade/Description of Work	King Cety, CA 93930	
	27		Iron Work	' '	
	DBE (Y/N)	License No.	Subcontractor Name	Subcontractor Place of Business	
	N	236164	Vals Aumbins	413 Front St.	
6,	Item No.	Amount (\$) or .% of Bid Item	Trade/Description of Work	Solvinos Ca 93901	
	28		Plumbin	1111	
7	DBE (Y/N)	License No.	Subcontractor Name	Subcontractor Place of Business	
	N	643385	A+B FIRE	P.O. Box 1211	
	Item No.	Amount (\$) or % of Bid Item	Trade/Description of Work	Salina, Ch 9390Z	
	29		Fresprinkler		

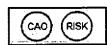
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# NONCOLLUSION DECLARATION TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

REV 09/21/2015

Gen Mun Bidg 2016 City



#### **DEBARMENT AND SUSPENSION CERTIFICATION**

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 state, federal, or local agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any state, federal, or local agency within the past 3 years;
- Does not have a proposed debarment pending; and
- Has not be 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.

Printed Name and Title

Gen Mun Bldg 2016 City



#### Local Hiring Requirement

All Contractors who submit bids, or proposals, to construct or provide work on any City of Monterey Public Works project, or for any other Public Works construction, or improvement, on City property must comply with Monterey City Code Article 2 of Chapter 28, which sets forth the requirements regarding the Local Hiring Requirement for Public Works Projects. A copy of Monterey's Local Hiring Requirement Ordinance is available at the City Clerk's Office; Bidders are responsible for familiarizing themselves with the contents thereof before signing the certifications required below.

Among other requirements, this ordinance requires the Contractor to promise to make a good-faith effort to hire qualified individuals who are residents of the Monterey Bay Area (Monterey, Santa Cruz and San Benito Counties), in sufficient numbers so that no less than fifty percent (50%) of the Contractor's total construction work force, including subcontractor work force, measured in labor work hours, is comprised of Monterey Bay area residents. This same requirement applies to all subcontractors.

Every Bidder must complete and sign under penalty of perjury a Certification of Good-Faith effort to Hire Monterey Bay Area Residents, on the form provided, and submit said Certification with the sealed bid no later than the date and time of the bid opening. Bidder shall attach to the Certification documentary evidence supporting Bidder's promise to meet, or to make a good-faith effort to meet, the local hiring goal.

Contractor shall include in each and every subcontract relating to the project the requirement that the subcontractor promises to make a good faith effort to hire qualified individuals who are residents of the Monterey Bay Area. Contractor shall be responsible for subcontractor's compliance.

Prior to submitting bids, Bidders shall ensure that any and all subcontractors listed in their bids are not disqualified at that time pursuant to Section 28-78 of the City ordinance referenced above. Prospective contractors may consult the list, available from the City Clerk, of contractors and subcontractors, if any, who are currently disqualified.

The local hiring requirement shall not apply under the following circumstances:

- (a) Informal Bids, or
- (b) Whenever a state or federal law or regulation applicable to a particular contract prohibits the provision of a local hire requirement; or
- (c) Whenever the City, in accordance with the requirements of the Code or state law, determines that the contract is necessary to respond to an emergency which endangers the public health, safety, or welfare; or
- (d) Whenever the City determines that a suitable pool of persons providing specialized skills does not exist locally for a specific public works project. An example would be marine-related pile drivers.

REV 09/21/2015

CAO RISK

## Certification of Good-Faith Effort to Hire Monterey Bay Area Residents (Prime Contractor – To be Submitted with Bid)

a licensed contractor, or responsible managing officer, of the company known as William A Thany (and Yuchtm, Inc.)

do hereby certify, under penalty of perjury, that I have met, or made a good-faith effort to meet, the requirements set forth in Monterey City Code Article 2 of Chapter 28. Further, I certify that during the performance of the contract, I shall keep an accurate record on a standardized form showing the name, place or residence, trade classification, hours employed, proof of qualified individual status, per dlem wages and benefits of each person employed by the company on the specific public works project, including full-time, part-time, permanent, and temporary employees, and provide such records to the City upon request, within five working days. I understand that I am responsible for insuring that any subcontractor working under my direction, complies with this ordinance, including submitting a Certification of Good Faith Effort to Hire Monterey Bay Residents, and to keeping accurate records as described above.

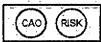
Signature

William A. Thagur, President

November 13, 2015

Dātē

Gen Mun Bldg 2016 City



# Certification of Good-Faith Effort to Hire Monterey Bay Area Residents (Subcontractor – To be Completed by Subcontractor After Bid is Awarded)

a licensed contractor, or responsible managing officer, of the company known as William A Thomas (Anstruction, This and the requirements set forth in Monterey City Code Article 2 of Chapter 28. Further, I certify that during the performance of the contract, I shall keep an accurate record on a standardized form showing the name, place or residence, trade classification, hours employed, proof of qualified individual status, per diem wages and benefits of each person employed by the contractor on the specific public works project, including full-time, part-time, permanent, and temporary employees, and provide such records to the City upon request, within five working days. I understand that I am responsible for insuring that any subcontractor working under my direction, complies with this ordinance, including submitting a Certification of Good Faith Effort to Hire Monterey Bay Residents, and to keeping accurate records as described above.

Signatur

William A Thayer, President

Movember 13, 2015

Date

Gen Mun Bldg 2016 City



# GENERAL PROVISIONS FORMAL BID (\$65,000 and over)

#### **BIDDING**

#### JOB SITE AND DOCUMENT EXAMINATION

The bidder is required to thoroughly examine the job site, Plans and Specifications including Contract Form (See Part III, Page 2) for the work contemplated, and it will be assumed that the bidder has investigated and is satisfied as to the requirements of the plans and specifications, including the contract. It is mutually agreed that submission of a proposal shall be considered prima facile evidence that the bidder has made such examination.

#### **BID DOCUMENT COMPLETION**

Proposals to receive consideration shall be made in accordance with the following instructions:

- 1. The proposal shall be made upon the form provided therefor with all items filled out (Appendix A of these specifications). The completed form must be without interlineations, alterations, or erasures. All submitted documents must be in original form (no photocopies or faxes).
- 2. Each bid shall be accompanied by cash, a cashier's check, a certified check, or a bidder's bond executed by the bidder and an acceptable surety in original form, or any negotiable instruments in original form that are not cancelable amounting to ten percent (10%) of the bid, payable to the City of Monterey. The amount so posted shall be forfeited to the municipality if the bidder does not, within fifteen (15) calendar days after written notice that the contract has been awarded to said bidder, enter into a contract with the municipality for the work.

The City shall have the right to hold all bid bonds until award of the contract. However, the Finance Director may order the return of all bid bonds except that of the two (2) lowest bidders prior to the award.

#### CONTRACT AWARD AND EXECUTION

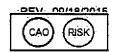
#### CONTRACT AWARD

The contract shall be awarded, if an award is made, to the lowest responsive responsible bidder as defined in Part II, Bid Clarification, of these specifications, within ninety (90) calendar days from the date bids are publicly opened, examined and declared unless a different bid validity period is specified in Part I, Bid Validity. If the award is not made within the specified period, then all of the bids submitted shall be deemed to have been rejected by the legislative body.

# **CONTRACT EXECUTION**

A contract shall not be deemed to have been made between the Contractor and the City of Monterey until all of the following steps have been completed:

- 1. Award of the contract by the City Council
- 2. Execution of a written agreement by the Contractor, on the form set forth herein, within fifteen (15) calendar days after written notice that the contract has been awarded to him.
- 3. Delivery by the Contractor to the City of Monterey, the contract bonds and certificates of insurance as required by these specifications.



# PUBLIC WORKS CONTRACT (Formal Bid)

•	[ <u>Insert Projec</u>	t Name, as Listed on Resolution ] P	roject [ <u>(Insert Project Code)</u> ]		
	201	ter referred to as the "Agreement" by and between the CITY OF MO SERT CONTRACTOR NAME I herein	, made and entered into this day of NTEREY, a municipal corporation, hereinafter nafter referred to as the "Contractor";		
W	ITNESSETH:				
Wh	EREAS, the Council of the scribed in accordance with the	City has awarded a contract to the e City's [Plans and] Specifications and	Contractor for performing the work hereinafter Contractor's sealed proposal;		
NC	OW, THEREFORE, IT IS AGE	REED AS FOLLOWS:			
1.	SCOPE OF WORK. The Contractor shall perform all of the work and furnish all labor, materials, equipment at transportation necessary for [ Insert Project Name ]. Work is to be as set out in the [Plans and] Specification on file in the Office of the City Engineer and as in the Contractor's Proposal attached hereto, dated [ Insert Mor Day Year ], in an amount not to exceed [ Insert amount in words ] dollars (\$###,### .00) plus a sum of up [ 10% ] for such contingencies as the City Manager, or his designee, deems appropriate.				
2.	days from the effective days	ate of the Notice to Proceed and st	commence within <u>frourteen (14)</u> j calendar nall be completed on or before the expiration the effective date of the Notice to Proceed.		
3.	If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforcea the remaining provisions will continue in full force without being impaired or invalidated in any way.				
4	Contractor agrees that in the performance of this Agreement, it will comply with all applicable state, federal all local laws, codes and regulations. This Agreement shall be governed by and construed in accordance with the laws of the State of California and the City of Monterey.				
5.	In accordance with the provisions of Sections 1725.5, 1771.1, 1771.3, and 1771.4 of the Labor Code, this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. A contractor subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined by that chapter of the Labor Code, unless currently registered and qualified to perform public work pursuant to Section 1725.5 of the Labor Code. It is not a violation of this section for an unregistered contractor to submit bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1735 at the time the contract is awarded.				
6.	The Monterey City Council awarded this contract on [ Month Day, Year ] by Resolution [ #####] C.S.				
7.		clerk and are incorporated herein and ons E. Non-C F. Debar	ollusion Declaration ment and Suspension Certification		
	C. Performance Bond D. Payment Bond (labor a		cation(s) of Good Faith Effort to Hire Residents [Delete if project is federally funded]		
	WITNESS WHEREOF, said	Contractor and said City have hereur	nto set their hands, all on the day and year first		
ΑŤ	TEST:	CITY OF MONTEREY:	[ INSERT CONTRACTOR NAME ]:		
By:		By:	By:		
•	City Clark	City Manager of his designe	e     Incert Name Title		

#### SCOPE OF WORK

#### INTENT

The work to be done consists of furnishing all labor, materials, methods and processes, implements, tools, equipment, incidentals and machinery except as otherwise specified, which are necessary and required to complete the contract in a satisfactory and workmanlike manner.

The intent of the plans and specifications is to prescribe the details for the construction and completion of the work which the Contractor undertakes to perform in accordance with the terms of the contract. Where the plans or specifications describe portions of the work in general terms, but not in complete detail, it is understood that only the best general practice is to prevail and that only materials and workmanship of the best quality are to be used.

# CHANGES AND EXTRA WORK

Changes and extra work shall be in accordance with Section 4-1.05, Changes and Extra Work, of the Standard Specifications.

The Engineer reserves the right to make such alterations, deviations, additions to or omissions from the plans and specifications, including the right to increase or decrease the quantity of any item or portion of the work or to omit any items or portion of the work, as may be deemed by the Engineer to be necessary or advisable, and to require such extra work as may be determined by the Engineer to be necessary for the proper completion or construction of the whole work contemplated.

When special conditions arise, such as mitigation of unforeseen conditions or additional work, the work shall be negotiated as "extra work" in accordance with the Standard Specifications. Approved Change Orders shall describe the changes or extra work, contract time adjustments and payment basis for such work as applicable. Change Orders are valid contract amendments when approved and signed by the City and Contractor. All changes and extra work must be negotiated and approved before the work is performed.

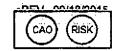
The City may require the Contractor to work outside approved construction hours noted in Part IV, Construction Procedure. For work done during these times, when required by the City, payment to the Contractor may be adjusted per General Prevailing Wage Rate provisions.

#### CLEANUP

All work sites shall be kept as clear of equipment, material and waste material as is practicable at all times. The City of Monterey and/or government Representative shall make the determination that this requirement is being complied with.

If the City is required to provide cleanup of the work sites due to failure of the Contractor to so provide, or in case of emergency, the City shall charge the Contractor the actual cost of labor and materials and may deduct said costs from any monies due and owing the Contractor.

Upon completion and before making application for acceptance of the work, the Contractor shall clean the street and/or other areas of work, and all ground occupied by him in connection with the work, of all rubbish, excess materials, temporary structures, and equipment, and all parts of the work shall be left in a neat and presentable condition.



#### **CONTROL OF WORK**

#### CONTRACT COMPONENTS

These specifications, the plans 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 job.

Shop drawings required by the plans, specifications or the Engineer shall be furnished by the Contractor and approved by the Engineer before any work relating to the shop drawings is performed unless approval is waived in writing by the Engineer.

It is mutually agreed that shop drawing approval by the Engineer 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 the shop drawings with the approved plans, specifications and site conditions.

Submittal review and approval by the Engineer does not relieve the Contractor from compliance with the requirements and intentions of the plans and specifications.

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

In the event of discrepancy, written dimensions shall take precedence over scaled dimensions.

#### **ENGINEER'S AUTHORITY**

The Engineer shall respond to any and all inquiries as to the quality or acceptability of materials furnished and work performed, and as to the manner of performance and rate of progress of the work; all inquiries as to the interpretation of the plans and specifications; all inquiries as to the acceptable fulfillment of the contract on the part of the Contractor, and all inquiries as to claims and compensation. The Engineer's response shall be final and the Engineer shall have executive authority to enforce and make effective such responses.

Should it appear that the work to be done, or any matter relative thereto, is not sufficiently detailed or explained in the plans and specifications, the Contractor shall submit a written Request for Information (RFI) to the Engineer. Responses to RFI's shall be in writing and deemed part of the contract documents. Contractor shall comply with response explanation or interpretation so far as may be consistent with the intent of the plans, specifications and amendments thereto:

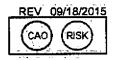
In the event of doubt or question relative to the true meaning of the plans and specifications, reference shall be made to the City Manager, or his designee, whose decision thereon shall be final.

# **ASSIGNMENT**

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

#### SUBCONTRACTING

Any Proposed substitution of subcontractors must comply with the requirements of the Subletting and Subcontracting Fair Practices Act, California Public Contract Code §4100, et seq.



The Contractor shall give his personal attention to the fulfillment of the contract and shall keep the work under his 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, plans and specifications.

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

# REPRESENTATIVE

The Contractor shall assign a representative per Section 5-1.16, Representative, of the Standard Specifications and submit contact information (name, telephone number) to the City of Monterey Capital Projects Division. If the after-hours representative is different than the on-site representative, provide contact information for both.

The Contractor shall be constantly on the work during its progress or shall be represented by a foreman who is competent to receive and carry out instructions which may be given by the proper authorities, and the Contractor shall be held liable for the faithful observance of any lawful instructions of the Engineer not in conflict with the contract, and which may be delivered to the Contractor, contractor's superintendent, foreman, or other representatives on the work. If the Contractor believes the Engineer's instructions are in conflict with the contract, the Contractor shall immediately bring it to the attention of the Engineer in writing.

The Contractor shall provide and maintain an office in the City of Monterey near the site of the work and shall allot such space to the Engineer or his representative as is required for proper keeping of records and plans of work, if required by the plans or specifications.

#### **EQUIPMENT**

While certain sections of these specifications may provide that equipment of a particular size and type is to be used to perform portions of the work, it is to be understood that the development and use of new or improved equipment is to be encouraged.

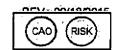
The Contractor may request, in writing, permission from the Engineer to use equipment of a different size or type in place of the equipment specified.

The Engineer, before considering or granting such request, may require the Contractor to furnish, at Contractor's expense, evidence satisfactory to the Engineer that the equipment proposed for use by the Contractor is capable of producing work equal to, or better than, that which can be produced by the equipment specified.

#### PROPERTY AND FACILITY PRESERVATION

Attention is directed to Section 5-1.36, Property and Facility Preservation, Section 7-1.05, Indemnification and Section 7-1.06, Insurance, of the Standard Specifications. Due care shall be exercised to avoid injury to existing street improvements or facilities, utility facilities, adjacent property, roadside trees and shrubbery that are not to be removed.

The Contractor shall be held responsible for any damages to existing streets, highways, roads, driveways, sidewalks, curbs, gutters, utilities, other public facilities or private property caused by Contractor's operations. Where the work calls for cutting into or disturbing existing materials, the Contractor shall patch or repair the existing area to a neat, finished product. This shall include touch up



or repair of the existing which was disturbed, and repair to the same structural capacity as the existing facility or better.

Full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in protecting or repairing property, shall be considered as included in the prices paid for the various contract items of work, and no additional compensation will be allowed therefor.

#### POTENTIAL CLAIMS AND DISPUTE RESOLUTION

Potential claims and dispute resolution shall be in accordance with Section 5-1.43, Potential Claims and Dispute Resolution, of the Standard Specifications.

#### CONTRACTOR'S RESPONSIBILITY FOR WORK

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

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 or approved by the Engineer and accepted or estimated for payment.

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

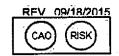
Upon failure on the part of the Contractor to comply forthwith with any order of the Engineer made under the provisions of this article, the Engineer shall have authority to cause defective work to be removed and replaced, and unauthorized work to be removed. The cost of removing, replacing, or repairing said defective or unauthorized work may be deducted from any monies due and owing the Contractor but said right of set-off shall be an alternative and not the sole remove of the City.

Until the formal acceptance of the work by the City (as constituted by the filing of the Notice of Completion), 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 the acts of the federal government or the public enemy.

Should the City elect to occupy a project before acceptance, the City will issue a Notice of Substantial Completion designating those portions of the work that will be occupied or utilized. Contractor shall be relieved from maintenance and from the responsibility of injury and damage to this work. However, any guarantees will not begin until acceptance of the entire project, and the Contractor shall retain responsibility for making good defective work or materials.

#### **EMPLOYEES**

All workmanship shall be fully up to the highest standard of modern construction and practice. The employment of labor shall comply with the prevailing local labor conditions and the Contractor shall employ only competent, careful, orderly persons upon the work. If at any time it shall appear to the Engineer that any person employed upon the work is incompetent, careless, reckless, or disorderly, or disobeys or evades orders and instructions, such person shall be immediately discharged and not again employed upon the work.



# **CONTROL OF MATERIALS**

#### **GENERAL**

The Contractor shall furnish without charge such samples of materials and tests of materials as are required by the plans, specifications or the Engineer. No material shall be used until it has been approved by the Engineer.

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

All materials not conforming to the requirements of the plans and specifications shall be considered defective, and all such materials, whether in place or not, shall be rejected and shall be removed immediately from the site of the work unless otherwise permitted by the Engineer. No rejected materials, the defects of which have been subsequently corrected, shall be used until approved in writing 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 authority to remove and replace defective material. The cost of removing, replacing or repairing said defective or unauthorized material may be deducted from any monies due and owing the Contractor but said right of set-off shall be an alternative and not the sole remedy of the City.

For convenience in designation on the plans or in the specifications, certain articles or materials to be incorporated in the work may be designated under a trade name or the name of a manufacturer and his catalog information. The use of an alternative article or material which is of equal quality and of the required characteristics for the purpose intended will be permitted, provided that the burden of proof as to the quality and suitability of alternatives shall be upon the Contractor who shall furnish, at the contractor's expense, all information necessary as required by the Engineer. The Engineer shall be the sole judge as to the quality and suitability of alternative articles or materials and that decision shall be final.

#### MATERIAL SOURCE

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 by the Engineer.

#### QUALITY

Except as otherwise provided, sampling and testing of all materials, and the laboratory methods and testing equipment required under the plans and specifications shall be in accordance with the latest requirements of the State of California, Department of Transportation, Office of Materials Engineering and Testing Services. Sampling and testing of materials not covered by CalTrans specifications and not otherwise provided for, shall be in accordance with the latest Test Methods and Standards of the American Society for Testing and Materials (ASTM).

#### **GUARANTEE**

All materials supplied and all work done under this contract shall be guaranteed by the Contractor for a period of one (1) year from the date of formal acceptance by the City of Monterey. Upon receipt of notice from the Engineer of failure of any part of the guaranteed materials during the guarantee period, the affected parts shall be replaced promptly and at the expense of the Contractor.

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The Contractor shall maintain the performance bond (See Part IV, Contract Bonds) in full force and effect during the guarantee period for the purpose of insuring that said repairs or replacements will be made, or may, at the Contractor's option, replace said performance bond for a similar bond in the amount of twenty (20) percent of the total contract amount including adjustments or the original performance bond, whichever is greater.

## LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

#### **LAWS**

The Contractor shall keep fully informed of all existing and future state and federal laws and all municipal ordinances and regulations of the City of Monterey 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.

All work shall comply in every respect with all the governing laws, regulations, and ordinances of the City of Monterey, which shall be considered for the purpose of contract to which the plans and specifications refer, a part thereof. The Contractor shall give to the proper authorities all necessary notices relative to the work, and shall obtain and pay for all such permits, licenses, notices, inspections, or tests required as part of the contract price. All permits issued by the City for work done under this contract shall be issued at no charge.

All bidders and contractors shall be licensed in accordance with the laws of this State, specifically the provisions the Business and Professions Code, Division 3, Chapter 9. Any bidder or contractor not so licensed is subject to the penalties imposed by such laws. In accordance with the requirements in Public Contract Code Section 10164, in all contracts where Federal funds are involved, the Contractor shall be properly licensed at the time the Contract is awarded.

#### NONDISCRIMINATION

The Contractor shall comply with Section 1735 of the Labor Code, which reads as follows:

"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."

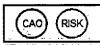
The Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform Work under the contract.

#### LABOR CODE

In accordance with the provisions of Sections 1725.5, 1771.1, 1771.3, and 1771.4 of the Labor Code, this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal (subject to the requirements of Section 4104 of the Public Contract Code), or engage in the performance of any contract for public work, as defined by that chapter of the Labor Code, unless currently registered and qualified to perform public work pursuant to Section 1725.5 of the Labor Code.

An inadvertent error in listing a subcontractor that is not registered shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive, provided that any one of Section 1771.(c)(1)-(3) applies. Failure of a listed subcontractor to be registered shall be grounds for the contractor to substitute

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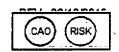
a registered subcontractor for the unregistered subcontractor. The City shall not accept any bid, nor shall the City or bidder enter any contract or subcontract, without proof of the contractor or subcontractor's current registration to perform public work pursuant to Section 1725.5 of the Labor Code. The prime contractor shall post job site notices, as required by Section 1771.4(a) (2) of the Labor Code and regulations. The prime contractor shall submit records to the Labor Commissioner, as required by Sections 1771.4(a) (3), 1771.4(c) (2), and 1776 of the Labor Code.

#### WAGES

Local prevailing wage rates shall be paid in accordance with Sections 1770, 1773, and 1782, as amended, of the California Labor Code, and Section 28-20(e) of the Monterey City Code, on all public works construction contracts exceeding twenty-five thousand dollars (\$25,000) and all public works contracts for alteration, demolition, repair or maintenance work exceeding fifteen thousand dollars (\$15,000).

The Contractor and any subcontractor under the Contractor shall comply with Labor Code Sections 1774 and 1775. Pursuant to Section 1775, the Contractor and any subcontractor under the Contractor shall forfeit to the State or political subdivision on whose behalf a contract is awarded a penalty of not more than two hundred dollars (\$200), or such other amount as may be amended from time to time by the Department of Industrial Relations, for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of Industrial Relations for the Work or craft in which the worker is employed for any public (City) Work done under the contract by the Contractor or by any subcontractor under the Contractor in violation of the requirements of the Labor Code and in particular, Labor Code Sections 1770 to 1780, inclusive. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of the mistake, inadvertence, or neglect of the Contractor or subcontractor in failing to pay the correct rate of prevailing wages, or the previous record of the Contractor or subcontractor in meeting their respective prevailing wage obligations, or the willful failure by the Contractor or subcontractor to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages is not excusable if the Contractor or subcontractor had knowledge of the obligations under the Labor Code. In addition to the penalty and pursuant to Labor Code Section 1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Contractor or subcontractor. If a worker employed by a subcontractor on a public works (City) project is not paid the general prevailing per diem wages by the subcontractor, the prime contractor of the project is not liable for the penalties described above unless the prime contractor had knowledge of that failure of the subcontractor to pay the specified prevailing rate of wages to those workers or unless the prime contractor fails to comply with all of the following requirements:

- 1. The contract executed between the contractor and the subcontractor for the performance of Work on the public works (City) project shall include a copy of the requirements in Sections 1771, 1775, 1776, 1777.5, 1813 and 1815 of the Labor Code.
- The contractor shall monitor the payment of the specified general prevailing rate of per diem wages by the subcontractor to the employees, by periodic review of the certified payroll records of the subcontractor.
- 3. Upon becoming aware of the subcontractor's failure to pay the specified prevailing rate of wages to the subcontractor's workers, the contractor shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for Work performed on the public works (City) project.



4. Prior to making final payment to the subcontractor for Work performed on the public works (City) project, the contractor shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages to the subcontractor's employees on the public works (City) project and any amounts due pursuant to Section 1813 of the Labor Code.

Pursuant to Section 1775 of the Labor Code, the Division of Labor Standards Enforcement shall notify the Contractor on a public works (City) project within 15 days of the receipt by the Division of Labor Standards Enforcement of a complaint of the failure of a subcontractor on that public works (City) project to pay workers the general prevailing rate of per diem wages. If the Division of Labor Standards Enforcement determines that employees of a subcontractor were not paid the general prevailing rate of per diem wages and if the City did not retain sufficient money under the contract to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the contractor shall withhold an amount of moneys due the subcontractor sufficient to pay those employees the general prevailing rate of per diem wages if requested by the Division of Labor Standards Enforcement. The Contractor shall pay any money retained from and owed to a subcontractor upon receipt of notification by the Division of Labor Standards Enforcement that the wage complaint has been resolved. If notice of the resolution of the wage complaint has not been received by the Contractor within 180 days of the filling of a valid notice of completion or acceptance of the public works (City) project, whichever occurs later, the Contractor shall pay all moneys retained from the subcontractor to the City. These moneys shall be retained by the City pending the final decision of an enforcement action.

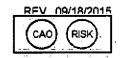
Pursuant to the requirements in Section 1773 of the Labor Code, the City has obtained the general prevailing rate of wages (which rate includes employer payments for health and welfare, pension, vacation, travel time and subsistence pay as provided for in Section 1773.8 of the Labor Code, apprenticeship or other training programs authorized by Section 3093 of the Labor Code, and similar purposes) applicable to the Work to be done, for straight time, overtime, Saturday, Sunday and holiday Work. The holiday wage rate listed shall be applicable to all holidays recognized in the collective bargaining agreement of the particular craft, classification or type of workmen concerned.

The general prevailing wage rates and any applicable changes to these wage rates are available at the City of Monterey, Capital Projects Office, 353 Camino El Estero, Monterey, CA, (831-646-3997). General prevailing wage rates are also available from the California Department of Industrial Relations' Internet Web Site at: http://www.dir.ca.gov.

The wage rates determined by the Director of Industrial Relations for the project refer to expiration dates. Prevailing wage determinations with a single asterisk after the expiration date are in effect on the date of advertisement for bids and are good for the life of the contract. Prevailing wage determinations with double asterisks after the expiration date indicate that the wage rate to be paid for Work performed after this date has been determined. If Work is to extend past this date, the new rate shall be paid and incorporated in the contract. The Contractor shall contact the Department of Industrial Relations as indicated in the wage rate determinations to obtain predetermined wage changes. Pursuant to Section 1773.2 of the Labor Code, general prevailing wage rates shall be posted by the Contractor at a prominent place at the site of the Work.

Changes in general prevailing wage determinations which conform to Labor Code Section 1773.6 and Title 8 California Code of Regulations Section 16204 shall apply to the project when issued by the Director of Industrial Relations at least ten (10) days prior to the date of the Notice Inviting Bids for the project.

The City will not recognize any claim for additional compensation because of the payment by the Contractor of any wage rate in excess of the prevailing wage rate set forth in the contract. The possibility of wage increases is one of the elements to be considered by the Contractor in determining the bid, and will not under any circumstances be considered as the basis of a claim against the City on the contract.



The Contractor shall make travel and subsistence payments to each workman, needed to execute the Work, in conformance with the requirements in Labor Code Section 1773.8.

#### **CERTIFIED PAYROLL RECORDS**

The Contractor shall conform to the requirements in Labor Code Section 1776 concerning payroll records. Regulations implementing Labor Code Section 1776 are located in Sections 16016 through 16019 and Sections 16207.10 through 16207.19 of Title 8, California Code of Regulations. The Contractor and each subcontractor shall preserve their payroll records for a period of 3 years from the date of completion of the contract.

#### **APPRENTICES**

The Contractor and subcontractors shall comply with the provisions in Sections 1777.5, 1777.6 and 1777.7 of the California Labor Code and Title 8, California Code of Regulations Section 200 et seq. To ensure compliance and complete understanding of the law regarding apprentices, and specifically the required ratio thereunder, the Contractor and each subcontractor should, where some question exists, contact the Division of Apprenticeship Standards, 455 Golden Gate Avenue, San Francisco, CA 94102, or one of its branch offices prior to commencement of Work on the contract. Responsibility for compliance with this section lies with the Contractor. It is State and City policy to encourage the employment and training of apprentices on public works contracts as may be permitted under local apprenticeship standards.

#### WORKING HOURS

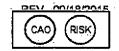
Eight hours labor constitutes a legal day's Work. The Contractor or any subcontractor under the Contractor shall forfeit, as a penalty to the State of California, twenty five dollars (\$25) or such other amount as may be amended by the Department of Industrial Relations from time to time for each worker employed in the execution of the contract by the respective Contractor or subcontractor for each calendar day during which that worker is required or permitted to Work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the requirements of the Labor Code, and in particular, Section 1810 to Section 1815, thereof, inclusive, except that Work performed by employees of Contractors in excess of 8 hours per day, and 40 hours during any one week, shall be permitted upon compensation for all hours worked in excess of 8 hours per day at not less than one and one-half times the basic rate of pay, as provided in Section 1815 thereof.

#### OCCUPATIONAL SAFETY AND HEALTH STANDARDS

The Contractor shall conform to all local, state and federal rules and regulations pertaining to safety. Furnished equipment, material and services shall comply with all OSHA Standards and regulations and all applicable governmental laws and orders. The Contractor shall post an OSHA poster in a conspicuous location as required by law.

#### EXCAVATION SAFETY

Per California Labor Code Section 6500, Contractor shall posses a valid Construction Activity Permit for construction of trenches or excavations which are five (5) feet or deeper and into which a person is required to descend. When trenches or excavations five (5) feet or deeper are anticipated as part of the contract, Contractor shall posses a valid permit at the time of bidding and for the life of the contract. Contractor shall furnish copies of valid permits to the City of Monterey Capital Projects Division office. When required in Part I, Notice to Contractors, Contractor must provide evidence of a current T1 Annual Trench/ Excavation Permit at the time of bidding.



Contractor shall comply with California Labor Code Section 6705 which provides that prior to the commencement of excavation of any trench or trenches five (5) feet or more in depth, Contractor shall submit to the Engineer a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards established by the Construction Safety Orders, the plan shall be prepared by a registered civil or structural engineer.

Plans must be submitted to the Engineer at least five (5) working days prior to the commencement of excavation. If said plans are not submitted five (5) days prior to the commencement of said excavation, the City shall not be liable to Contractor for any delay in work caused by delinquent submission of said plans.

Trenching of more than four (4) feet below the surface shall require the Contractor to promptly notify the Engineer if unknown hazardous wastes, subsurface or latent physical site conditions different from those indicated or unusual site conditions are encountered, and inform the City as to its duty to investigate those conditions. The Contractor may file for a change order for any conditions different from those indicated.

#### PUBLIC CONVENIENCE AND PUBLIC SAFETY

Attention is directed to Section 7-1.03, Public Convenience, and Section 7-1.04, Public Safety, of the Standard Specifications for the provisions relating to the Contractor's responsibility for providing for the convenience and safety of the public in connection with his operations. Standard Specifications are on file in the office of the City Engineer.

Contractor is to notify the Engineer of the start date and construction schedule at least nine (9) calendar days prior to the planned start of construction unless otherwise noted in Part IV.

The Contractor shall conduct his operations as to cause the least possible inconvenience to public traffic. The Contractor shall provide traffic control devices or personnel where necessary in conformance with good traffic safety standards. The Contractor shall provide sufficient warning signs or devices to give adequate notice to the public of dangerous or changed conditions existing during construction.

The City Engineer shall determine the adequacy of said devices and, in cases of dispute, his determination shall be final.

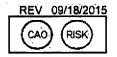
if the City is required to provide traffic direction, signs or devices, due either to failure of the Contractor to so provide or in case of emergency, the City shall charge Contractor the actual cost of labor and materials and may deduct said costs from any monies due and owing the Contractor.

#### WORKER'S COMPENSATION

Pursuant to the requirements in Section 1860 of the Labor Code, the Contractor will be required to secure the payment of workers' compensation to the Contractor's employees in conformance with the requirements in Section 3700 of the Labor Code.

#### PATENTS:

If any material, composition, process, method of construction or any other thing called for or required by the plans and specifications or used in the work is covered by letter patent, all royalties and expenses thereof, all litigation thereupon, or anything whatsoever which may develop as a cost from the use of such materials, composition, process, method, or any other thing which is covered by letter patent, shall be borne by the Contractor.



#### RIGHT OF PROPERTY

Nothing in the contract shall be construed as vesting the Contractor with any right of property in the materials furnished and used in the work herein provided for after they have been attached to the work and have become an integral portion of the work herein provided. All such materials shall, upon their becoming an integral part of the work herein provided, be, and remain, the property of the City of Monterey.

# **INCREASED FORCE**

In case of emergency involving danger to life or property, continuous work with increased force may be required by the Engineer.

#### LIABILITIES:

Right of general supervision by the City shall not make the Contractor an agent of the City, and the liability of the Contractor for all damages to persons or to public or private property arising from the Contractor's execution of the work shall not be lessened because of such general supervision.

#### **PROSECUTION AND PROGRESS**

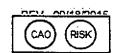
#### **GENERAL**

If at any time in the opinion of the Engineer, 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 shall be served upon the Contractor. Should the Contractor 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 Engineer 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 may designate.

Upon such suspension, the Contractor's control shall terminate, and thereupon the Engineer or 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 and appliances, tools, and equipment and buy or rent such additional materials and supplies at the Contractor's expense as may be necessary for the proper construction of the work and for the completion thereof; or may employ other parties to carry the contract to completion, employ the necessary workers, substitute other machinery or materials and purchase the materials contracted for in such manner as the City may deem proper; or the City may annul and cancel the contract and re-let 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 money due the Contractor or retained under the terms of this contract shall be forfeited to the City, but such forfeiture will 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, and 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 Manager shall be binding on all parties to the contract.



#### SUSPENSIONS AND DELAYS

Suspensions of work and delays shall be in accordance with Section 8-1.06, Suspensions, and Section 8-1.07, Delays, of the Standard Specifications.

The Engineer shall have the authority to suspend the work wholly or in part, for such period as the Engineer 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 the Engineer may deem necessary due to the failure on the part of the Contractor to carry out Engineer's orders given or to perform any provisions of the work. The Contractor shall immediately obey such order of the Engineer and shall not resume work until ordered in writing by the Engineer.

Any act of, or any omission of anything required to be done by the City, its officers, agents or employees which shall cause the Contractor delay in the completion of the work shall be a ground for extension of time on the part of the Contractor to complete the work but shall not grant the Contractor any monetary damages for such delay.

# RIGHTS OF WAY

Rights-of-way or easements for 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 rights-of-way or easements unless otherwise especially provided. In the event of delay on the part of the City, its officers, agents or employees in obtaining any such rights-of-way or easements for the work to be constructed, then the Contractor shall have time for the completion of his contract for the period or periods caused by such delay or delays but shall have no damages against the local entity, its officers, agents or employees.

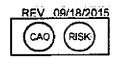
#### **PAYMENT**

#### **GENERAL**

Attention is directed to Section 9, Payment, of the Standard Specifications on file in the office of the City Engineer, the provisions of which shall govern unless other and conflicting provisions are set forth in these specifications and/or the plans.

The City pays for the Contractor furnishing the resources and activities to complete the work. The Contractor shall accept the City's payment as full compensation for furnishing the resources and activities, including, but not limited to all labor, materials, tools, equipment, taxes and incidentals necessary to complete the work and for performing all work contemplated, and embraced under the contract; also for loss or damage arising from the nature of the work or from the action of the elements, or from any unforeseen difficulties which may be encountered during the prosecution of the work until the formal acceptance by the City, and for all risks of every description connected with the prosecution of the work; also for all expenses incurred in consequence of the suspension or discontinuance of the work as herein specified, and for completing the work according to the plans and specifications.

The City shall not be obligated to process any payment request until thirty (30) calendar days after receipt of a correct, complete and undisputed progress payment request or sixty (60) calendar days after receipt of a correct, complete and undisputed final payment request. Payments not made within the specified time periods are subject to an interest rate of two percent (2%) per month. A payment request shall not be deemed complete unless all related documentation has been supplied and verified, and all related contract requirements have been satisfactorily met.



#### PROGRESS PAYMENTS

The Contractor may, once each month, make an estimate in writing of the total amount of work done to the time of such estimate and the value thereof, and request payment for that work.

Upon approval of the progress payment request, the Engineer shall cause to be paid to the Contractor the balance not retained as aforesaid, after deducting therefrom all previous payments and all sums to be withheld 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 Engineer, the work is not proceeding in accordance with the provisions of the contract, or when in the judgment of the Engineer, the total value of the work done since the last estimate amounts to less than one thousand dollars (\$1,000.00).

Except as set forth in the following paragraph, the Engineer shall retain five percent (5%) of the value of the materials so estimated to have been furnished and delivered and unused, or furnished and stored as aforesaid, as part security for the fulfillment of the contract by the Contractor. The Engineer shall also retain five percent (5%) of the value of all work done.

The Contractor may elect to receive 100% of payments due under the contract from time to time, without retention of any portion of the payment by the City, by depositing approved securities of equivalent value with the City or in an escrow account with an approved bank in accordance with the provisions of Section 4590 of the Government Code. Such securities, if deposited by the Contractor, shall be valued by the City's Finance Director, whose decision on valuation of the securities shall be final.

No such estimate or payment shall be construed to be an acceptance of any defective work or improper materials.

#### PAYMENT AFTER CONTRACT ACCEPTANCE

Upon receipt of written notice that the work is ready for final inspection and acceptance, the Engineer shall promptly make such inspection, and when the work is found to be acceptable under the contract and the contract fully performed, the Engineer shall file a Notice of Completion.

Final payment, including all sums withheld or retained as herein before specified as partial security for the fulfillment of the contract, shall be paid promptly by the City after expiration of the lien period (see California Civil Code § 3179 et seq.), providing there are no disputes arising from the performance of the contract or the amount due.



Part III, Page 16

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# GENERAL MUNICIPAL BUILDING IMPROVEMENTS ON-CALL CONTRACT 2016 FOR CITY PROJECTS

#### SPECIAL PROVISIONS

#### **GENERAL**

The work, in general, consists of furnishing labor, material and equipment for the construction of General Municipal Building Improvements. These improvements include repair, replacement and construction of any structure, shelter or enclosure and miscellaneous associated work at such times and locations as required. The work shall be located in the City of Monterey.

The City shall notify the Contractor of the work to be done. Contractor shall submit cost estimates based on the project plans, scope of work and accepted hourly rates described in the Proposal Schedule of Quantities and Prices.

These specifications and project plans are intended to be in imperial units of measurements. Some specifications and plans may be in metric units. It shall be the responsibility of the contractor to convert units for the purpose of submission of cost proposal.

#### **PLANS AND SPECIFICATIONS**

A component in one Contract part applies as if appearing in each. The parts are complementary and describe and provide for a complete work. The work embraced herein shall be done in accordance with the appropriate provisions of the Standard Specifications insofar as the same may apply, and in accordance with the specifications and plans. In case of conflict between the <u>Standard Specifications</u>, <u>Standard Plans</u>, and these <u>Special Provisions</u> and the <u>Plans</u>, the order of precedence shall be as follows:

<u>Special Provisions</u> shall take precedence over <u>Plans</u> and the <u>Plans</u> shall take precedence over <u>Standard Specifications</u> and <u>Standard Plans</u>. These <u>Special Provisions</u> shall also take precedence over conflicting portions of the "General Provisions, Part III" of these project specifications.

#### **CONTRACT BONDS**

For Bid Bond requirements, see Part I, Bid Bond, of these Specifications.

The Contractor, at the time of signing and executing the contract, shall execute and file with the City a performance bond to the satisfaction and approval of sald City, in the amount of one-hundred thousand dollars (\$100,000) conditional upon the faithful performance of the contract. For additional information, see Guarantees elsewhere in these specifications. Contractor must submit proof of the ability to bond the entire contract amount of \$1,000,000 plus California Consumer Price Index Adjustment at the time of bid opening.

The surety shall be an admitted carrier in California with a valid surety license and possess a minimum rating from A. M. Best Company of A-VII. The Surety and /or co-sureties must be listed as an acceptable surety on federal bonds by the United Stated Department of the Treasury, subject to the maximum amount shown in the listing. If co-sureties are used, their bonds shall be on a joint and several basis.

The Contractor, at the time of signing and executing the contract, shall execute and file with the City a payment bond (public works labor and materials bond) to the satisfaction and approval of said City, in the amount of one-hundred dollars (\$100,000). Contractor must submit proof of the ability to bond the entire contract amount of \$1,000,000 plus California Consumer Price Index Adjustment at the time of bid opening. Said bond is to meet with the approval of the City Attorney of the City of Monterey.

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The Contractor shall be required to submit additional performance and payment bonds for project work orders more than one-hundred thousand dollars (\$100,000). Additional bonds shall be submitted within fourteen (14) calendar days after the execution of such work orders. Additional bonds shall be paid as percent of cost as described in Part II of these Specifications.

The Contractor shall maintain the performance bond in full force and effect during the guarantee period for the purpose of insuring that said repairs or replacements will be made, or may, at the Contractor's option, replace said performance bond for a similar bond in the amount of twenty percent (20%) of the total contract amount, including adjustments, or the original performance bond, whichever is greater.

Notwithstanding the above, the Contractor may substitute adequate securities for any bond called for under the provisions of these Specifications as set forth in Public Contracts Code Section 22300. Alternate security substitutions shall be submitted to the City no later than ten (10) days after written notice that a contract has been awarded to the contractor to allow processing and escrow agreement for in lieu security.

The Contractor shall submit the contract with his signature affixed thereto, required bonds or alternate security and evidence of insurance that conforms to the contract within fifteen (15) calendar days after written notice that a contract has been awarded to him.

#### TIME LIMITS

The Contractor shall submit the contract with his signature affixed thereto, required bonds or alternative security and evidence of insurance that conforms to the contract within fifteen (15) calendar days after written notice that a contract has been awarded to him.

A Notice to Proceed for this on-call contract will be issued upon receipt of the foregoing documents. The Contractor shall be ready to commence work within fourteen (14) calendar days after the effective date of said Notice to Proceed.

A project specific Work Order notice shall be issued for each project to be performed under this on-call contract and shall serve as the Notice to Proceed for that specific project.

The Contractor shall diligently prosecute the contract to completion on or before the expiration of contract timeline stated on the project specific Work Order(s).

The Contractor shall provide cost estimates for potential Works Orders within fifteen (15) calendar days from the date of the request by the City and receipt by the contractor of potential Work Order data for estimating purposes.

The terms of this on-call contract shall remain in effect for one year from the effective date of the Notice to Proceed or until the contract amount of \$1,000,000 plus California Consumer Price Index Adjustment is spent, whichever comes first.

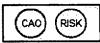
#### LICENSES AND PERMITS

Prior to the execution of any contractual agreements, the successful Bidder shall obtain a City of Monterey Business License, and all applicable permits (except Coastal Zone Conservation permits) for construction.

City permits shall be issued at no charge, except for construction parking permits. Construction parking permits are as follows for dashboard permits (commercial vehicles only):

\$10 per vehicle/space per day (meter space): Cannery Row Area Wharf Area

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Waterfront Area Foam Street Scott/Oliver Streets

\$5 per vehicle/space per day (non meter space): Lighthouse Avenue Downtown Area All other restricted/enforced area on street.

Paper construction parking permits may be obtained at the Parking Division office, 340 Tyler Street, Monterey, CA 93940 (831.646.3953).

Contractor shall be required to obtain and hold a Public Works Permit (Encroachment Permit) and/or Building Permit from the Building Permit and Inspection Division. Contractor shall provide a copy of the completed permit(s) to the Capital Projects Division no later than three (3) days prior to the start of construction. The permit application fee(s) shall be waived. Where applicable, the City shall submit permit applications.

#### SITE INSPECTION

It shall be the Contractor's responsibility to inspect the site and become thoroughly familiar with all aspects of the work to be done.

The submission of a bid shall be conclusive evidence that the Bidder has investigated the site and is thoroughly satisfied as to the conditions to be encountered, as to the character, quality, and scope of the work to be performed; the quantity of materials to be furnished; and as to all the requirements of these specifications.

It shall be the Contractor's responsibility to be aware of surface and subsurface drainage conditions that may exist at the site. The Contractor is further responsible for work necessary to rectify any resulting drainage problems; labor, materials, equipment, and incidentals necessary to achieve the solution shall be borne by the Contractor.

#### SUBMITTALS

The review of submittals and approval thereof by the City does not relieve the Contractor from compliance with the requirements and intentions of the plans and specifications to which the submittals pertain.

#### Submittal Format:

- Contractor shall submit individually bound copies of all submittals and revised submittals to the City's construction manager. A minimum of two (2) copies shall be submitted unless otherwise directed. Submittal submission may be done in pdf form via email.
- 2. All submittals shall have a cover sheet containing the following:
  - a. Submittal date, submittal number and submittal revision number (as applicable),
  - b. City project name,
- 3. Each submittal item shall clearly identify the specification section(s) and paragraph(s) for with the submittal item pertains to.
- 4. Contractor is not guaranteed a specific review time period. If Contractor requires a quick submittal turnaround of specific submittal items, Contractor must indicate which submittal items require a quick turnaround by attaching a memo to the submittal indicating such and the

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requested turnaround period. The City shall make every effort to meet the requested review period.

5. Contractor shall place orders for all materials or equipment in time to prevent any delays to the construction schedule or project completion. If any materials or equipment are not ordered in a timely fashion, any additional charges made by equipment manufacturers and/or suppliers to complete the manufacturer and/or delivery in time to meet the construction schedule or project completion, together with any special handling charges shall be borne by the Contractor.

#### Submittal Content and Product Data:

- 1. Contractor shall review and accept submittals prior to submission.
- 2. Submittals shall contain all required information such as shop drawings, product data, etc.
- Each submittal item shall be identified by manufacturer, brand name, trade name, model number, size, rating and additional information as is necessary to properly identify and verify the materials and equipment. The phrase "as specified" is not considered sufficient.
- 4. Where possible, submittal information shall be limited to the specific item being submitted. In the event multiple materials or equipment are described in one submittal, Contractor shall clearly identify the pertinent information being submitted on.
- 5. Accessories, controls, finish, etc. not required to be submitted or identified with the submittal shall be furnished and installed as specified.

#### CONSTRUCTION SURVEYS

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

Finished surfaces in all cases shall conform to the lines, grades, cross-sections and dimensions shown on the approved plans and specifications. Deviations from the approved plans and specifications must be approved by the Engineer and authorized in writing.

The Contractor shall give at least seventy-two (72) hours' notice in writing to the Construction Manager when construction stakes will be required:

Such stakes or marks will be set by the Engineer as he determines to be necessary to enable the Contractor to establish the lines and grades required for the completion of the work specified in the Standard Specifications, Plans and Specifications. This staking will include one set of stakes or marks at about twenty-five feet on center (25' O/C) which shall be used for excavation, filling, and alignment of improvements.

The Contractor shall preserve all stakes and points set for lines, grades, or measurement 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.

The City shall be given the opportunity to check forms for line and grade prior to any concrete being placed.

#### PROTECTION OF PRIVATE PROPERTY

Private property grounds and facilities, if damaged or removed because of the Contractor's operations, shall be restored or replaced to same or better than the original condition and located in the same position and alignment as is reasonably possible. Contractor shall comply with the applicable portions of

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Section 5-1.36, "Property and Facility Preservation", Section 7-1.05, "Indemnification", and Section 7-1.06, "Insurance" of the Standard Specifications.

#### CONSTRUCTION QUALITY CONTROL

#### **Definitions**

Quality Management (QM) - All control and assurance activities instituted to achieve the product quality established by the contract requirements.

Contractor Quality Control (CQC) - The construction contractor's system to manage, control, and document contractor's, suppliers', and subcontractor's activities to comply with contract requirements.

#### Contractor Responsibility

General: The Contractor shall establish and maintain an effective quality control system in compliance with the Plans and Specifications. The quality control system shall consist of plans, procedures, and organization necessary to provide materials, equipment, workmanship, fabrication, construction, and operations which comply with contract requirements. The system shall cover construction operations both onsite and offsite, and shall be keyed to the proposed construction sequence.

#### The Quality Control Plan

Quality Control Plans and Procedures.

The Contractor will be required to prepare a Quality Control Plan. This plan shall include, as a minimum, the following:

- A description of the quality control procedures, including a chart showing lines of authority and acknowledgement that the Contractor shall implement the control system for all aspects of the work specified and shall report to the project manager or someone higher in the Contractor's organization.
- The name, qualifications, duties, responsibilities, and authorities of each person assigned a QC function.
- A copy of the letter to the Engineer signed by an authorized official of the firm which describes the
  responsibilities and delegates the authority to implement the QC plan shall be furnished.
- 4. Procedure for scheduling and managing submittals, including those of subcontractors, offsite fabricators, suppliers, and purchasing agents.
- 5. Control testing procedures for each specific case. Note that in the case of federally-funded projects, QA/QC testing must be performed by the city by a Caltrans-certified lab.
- Reporting procedures including proposed reporting formats.

#### QC Plan Implementation

Preconstruction Conference. During the pre-construction conference, a mutual understanding of the CQC system details shall be developed, including the forms for recording the CQC operations, control activities, testing, administration of the system for both onsite and offsite work, and the interrelationship of Contractor's management with the Engineer's inspection. Minutes of the conference shall be prepared by City staff, and be signed by both the Contractor and the Engineer. The minutes shall become a part of the contract file. There may also be occasions when subsequent conferences will be called to reconfirm mutual understandings.

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- 2. General. After issuance of the Notice to Proceed, and prior to the start of construction, the Contractor shall furnish, for acceptance by the Engineer, the Contractor Quality Control (CQC) Plan with which he proposes to implement the requirements of Contract Clause entitled "Construction Quality Control". The plan shall identify personnel, procedures, instructions, records, and forms to be used. If the Contractor fails to submit an acceptable QC plan within the time herein prescribed, the Engineer may refuse to allow construction to start if an acceptable interim plan is not furnished.
- 3. Control of Materials. Tests, and Inspections. As listed below, and noted elsewhere in the specifications but not limited to the following items, the Quality Control Plan will include the dates for the Contractor to furnish certificates for product, or product test compliance, shop drawings or catalog cuts and requests for inspection or review.
  - Tests and Inspections:
    Sub-grade compaction
    Aggregate placement and compaction
    Forms Placement
    Trench backfill and bedding
    Reinforcing bar placement
    Fill Material (if applicable)
    Pipe placement
    Lateral Connections
    Welding
    High Strength Fasteners and Bolts
    Epoxy
    Fire Proofing
    Street Light Bases
  - b. Materials and Materials Certification:
    Aggregate Base
    Hot Mix Asphalt/Asphalt Concrete
    Concrete
    Catch Basin and Manhole Casting
    Reinforcing Bar
    Pipe Material
    Trench backfill material
    Lumber
    RC pipe
    Slurry backfill

#### c. Daily Reports

The Contractor shall provide copies of daily reports which describe the work performed, weather conditions, personnel and equipment on site, and quality control activities performed.

The Contractor will not be paid for work prior to Engineer reviewing and accepting daily reports for the period of time payment is requested.

- 4. Acceptance of Plan. Acceptance of the Contractor's plan is required prior to the start of construction. Acceptance is conditional and will be predicated on satisfactory performance during the construction. The Engineer reserves the right to require the Contractor to make changes in the CQC plan and operations as necessary to obtain the quality specified.
- 5. <u>Notification of Changes</u>. After acceptance of the QC plan, the Contractor shall notify the Engineer in writing of any proposed change. Proposed changes are subject to acceptance by the

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- Engineer.
- Testing and Certification. The Contractor shall pay for all tests and inspections as required by the Plans and Specifications. The Contractor shall furnish certification of materials being used, upon request of the Engineer, without additional charge.

#### **GUARANTEE**

Materials and labor guarantees shall be per Part III of these specifications. All warranty shall be to the satisfaction of the City. Final payment will not be released without submission of warrantees. Any materials installed in Army Buildings (with City of Monterey approval) shall issue warranty (if exists) to the United States Army prior to formal acceptance of work, and deliver to the City of Monterey, Capital Projects Division Office.

#### REGULATIONS

The Contractor and all subcontractors shall give all notices and comply with all laws, ordinances, rules, and regulations applicable to the work, safety and hinng/employment practices. Nothing in the Plans and Specifications shall be construed to permit work not conforming to the regulations and codes set forth herein which include, but are not limited to the following:

- Americans with Disabilities Act (ADA) accessibility and employment standards. In the event of conflicting federal and state standards, the standard that provides greater access will take precedence.
- 2. Monterey City Code, as amended,
- 3. California Building Code, latest edition as adopted by the City of Monterey (2013 Edition),
- 4. California Electrical Code, latest edition as adopted by the City of Monterey (2013 Edition),
- 5. California Mechanical Code, latest edition as adopted by the City of Monterey (2013 Edition),
- 6. California Plumbing Code, latest edition as adopted by the City of Monterey (2013 Edition),
- 7. California Green Building Standards Code, latest edition as adopted by the City of Monterey,
- 8. California Historic Building Code, latest edition as adopted by the City of Monterey,
- 9. California Occupational Safety and Health Administrative Code, latest edition,
- 10. California Government Code Section 4216, Protection of Underground Infrastructure,
- 11. National Fire Protection Associations NFPA 1 Fire Code, latest edition,
- 12. The California Labor Code.

#### PUBLIC SAFETY AND PROTECTION OF THE WORK

The Contractor shall furnish, erect and maintain such fences, barricades, guards, lights and other devices as are necessary to prevent accidents and avoid damage to the construction work or injury to the public. No separate payment shall be made for such work. If in the opinion of the Engineer, adequate barricades or warning devices are not maintained by the Contractor, the City may furnish and erect same and charge the Contractor therefor. Attention is directed to Sections 7-1.03 "Public Convenience" and 7-1.04, "Public Safety", of the Standard Specifications published by the State of California Department of Transportation.



#### **INDEMNIFICATION AND HOLD HARMLESS**

To the fullest extent permitted by law, Contractor agrees to indemnify, investigate, defend (at Contractor's sole cost and expense and with legal counsel reasonably approved by City), protect and hold harmless, the City of Monterey, its officials, officers, employees, agents, and representatives from and against any and all claims [including, without limitation, claims for bodily injury or death (including but not limited to Contractor, persons employed by Contractor, persons acting on behalf of Contractor; and third parties) or damage to property], demands, obligations, losses, damages, actions, causes of action, suits, judgments, fines, penalties, liabilities, defense costs, and expenses (including, without limitation, reasonable attorneys' fees, disbursements, and court costs, and all other professional, expert, or Contractors' fees and costs) of every kind or nature ansing out of or in connection with or relating to any work or activities of Contractor (or Contractor's contractors or subcontractors, if any) conducted under this Agreement or arising out of the failure on Contractor's part to perform their obligations under this agreement. Except as provided by law, the indemnification provisions stated above shall apply regardless of the existence or degree of fault of the City, except for those claims which arise out of the active negligence, sole negligence, or willful misconduct of the City of Monterey.

Notwithstanding the provisions of the above paragraph, Contractor agrees to assume all risk and to indemnify and hold harmless the City from and against any and all claims, demands, defense costs, liability, expense, or damages of any kind or nature arising out of or in connection with damage to or loss of any property belonging to Contractor or Contractor's employees, contractors, representatives, patrons, guests, or invitees.

Contractor further agrees to indemnify City for damage to or loss of City property ansing out of or in connection with Contractor's work associated with this Agreement or arising out of any act or omission of Contractor or any of Contractor's employees, agents, contractors, representatives, patrons, guests, or invitees; excepting such damage or loss arising out of the negligence of the City.

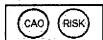
#### INSURANCE

Contractor shall procure and maintain, at its own cost, in effect throughout the term of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Contractor, his agents, representatives, employees, or subcontractors.

#### MINIMUM SCOPE AND LIMITS OF INSURANCE

- 1. Commercial General Liability ("CGL") Insurance Services Office ("ISO") Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- 2. <u>Automobile Liability</u> ISO Form Number CA 0001 covering Code 1 (any auto), with limits no less than \$2,000,000 per incident for bodily injury and property damage.
- 3. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employers' Liability insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.
- 4. <u>Builder's Risk (Course of Construction)</u> insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions.

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5. Contractor's Pollution Legal Liability ("PLL") and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate. Such coverage shall include coverage for transport of hazardous materials if transport of hazardous materials services are being provided as a part of the Agreement. The policy will not include lead-based paint or asbestos exclusions when performing lead-based paint or asbestos related indentification, removal and/or remediation. The policy will not include mold exclusions when performing mold related identification, removal and/or remediation. The definition of mold shall include microbial matter, including mold.

If the PLL policy is written on a claims-made basis, Contractor will maintain tail coverage providing the City with additional covered part status for five (5) years after the contract period; insurance must be maintained and evidence of insurance must be provided for at least five (5) years after termination/expiration of the Agreement or any amendments thereto. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the Agreement's effective date, the Contractor must purchase an extended period coverage for a minimum of five (5) years after termination/expiration of the Agreement.

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

#### Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City of Monterey. At the option of the City, either: the Contractor shall cause the insurer to reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees, and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

#### OTHER INSURANCE PROVISIONS

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

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



If the project does not involve new or major reconstruction, at the option of the City of Monterey, an Installation Floater may be acceptable. For such projects, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken, or destroyed during the performance of the Work, including during transit, installation, and testing at the City of Monterey's site.

#### Claims Made Policies

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

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

#### Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of no less than A: VII, unless otherwise acceptable to the City of Monterey. Exception may be made for the State Compensation Insurance Fund when not specifically rated.

#### Waiver of Subrogation

Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City of Monterey for all work performed by the Contractor, its employees, agents and subcontractors.

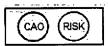
#### <u>Subcontractors</u>

Contractor shall either (1) insure the activities of its subcontractors in its policies; or (2) require and verify that each of its subcontractors procure and maintain insurance meeting all the requirements stated herein, with Contractor ensuring that City of Monterey is an additional insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a format least as broad as CG 20 38 04 13.

#### Special Risks or Circumstances

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

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#### Verification of Coverage

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

Neither the insurance requirements hereunder, nor acceptance or approval of Contractor's insurance, nor whether any claims are covered under any insurance, shall in any way modify or change Contractor's obligations under the indemnification clause in the Agreement, which shall continue in full force and effect. Notwithstanding the insurance requirements contained herein, Contractor is financially liable for its indemnification obligations under the Agreement.

#### PRE-CONSTRUCTION CONFERENCE

Prior to the beginning of any work on this project, a pre-construction conference shall be held at the City's Capital Projects Division Office, 353 Camino El Estero, Monterey, CA 93940. The date and time of this conference shall be established by the Contractor contacting that office at 831-646-3997 not less than forty-eight (48) hours in advance of the meeting date and time.

Prior to the beginning of any work on a specific project Work Order, a pre-construction meeting shall be held. The meeting location shall be determined by the City based on the individual project Work Order. The date and time of this meeting shall be established by the Contractor by contacting the Capital Projects Division Office at 831.646.3997.

An itemized list of materials and equipment the Contractor proposes to use on specific project Work Orders shall be submitted to the City prior to or during the preconstruction conference for that project.

A preliminary project specific timeline shall be submitted to the City prior to or during the preconstruction conference for that project.

#### LIQUIDATED DAMAGES

Unless stated otherwise in the Specifications, 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 or the time limit as set forth in these specifications, damage will be sustained by the City of Monterey and that it is and will be difficult or impossible to ascertain and 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 Monterey the sum of \$1,200.00 (twelve hundred dollars) per day for each and every day's delay beyond the time prescribed to complete the work or the actual damages ascertained, whichever will be greater, 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 Monterey 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 shall have the right to extend the time for completion of the contract 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 to the Contractor, his heirs, assigns or sureties, and to deduct from the final payment of the work, all or any part, as it may deem proper, of the actual cost of engineering, inspection, superintendence and other overhead expenses during the period of such extension, except that the cost of final measurements and preparation of final estimate shall not be included in such charges.

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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, 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 any such delay notify the Engineer in writing of the causes of delay, who shall ascertain the facts and the extent of delay, and his findings of the facts thereon shall be final and conclusive. "Unusually severe weather" means that which is considered outside the normal average for the Monterey area as determined by historical weather records. The Contractor will not receive a time extension for normal or below normal precipitation.

#### **CONSTRUCTION PROCEDURE**

An outline of the proposed construction procedure shall be submitted by the Contractor to the Engineer for review and shall obtain his approval before beginning work. The Engineer will be especially interested in:

- 1. Minimizing any interruption to use of driveways (no more than 4 hour interruption). Any interruption more than 4 hours shall be prearranged with the Engineer. Residence occupant shall be notified with a written notice a minimum of three (3) business days in advance.
- Minimizing any interruption to building operations and parking lots. Contractor shall notify the Engineer a minimum of one week in advance of any interruptions to building operations and parking lots.
- 3. Minimizing any hazard to the general public.
- 4. Proper handling of hazardous materials.
- 5. There shall be no work on weekends, City's recognized holidays, and between 7:00 P.M. and 8:00 A.M. on weekdays without written approval from the City. A list of City's recognized holidays is available upon request.
- 6. Contractor shall notify the Engineer a minimum of twenty-four (24) hours in advance of concrete placement for checking and acceptance of forms by the Engineer prior to concrete placement. Mitigation of concrete placement done without acceptance of forms by the Engineer prior to concrete placement shall be the sole responsibility of the Contractor. The costs of such mitigation shall be borne by the Contractor.

Traffic control requirements cited elsewhere in these Specifications must be considered in the construction procedure submitted to the Engineer.

#### TRAFFIC CONTROL

Pursuant to the authority contained in Vehicle Code Section 591, the City has determined that within those areas that are within the limits of the project and are open to traffic, the Contractor shall comply with all the requirements set forth in Divisions 11, 12, 13, 14 and 15 of the Vehicle Code. In accordance with the statement in Vehicle Code Section 591, this section shall not relieve the Contractor or any person from the duty of exercising due care. The Contractor shall take all necessary precautions for safe operation of the Contractor's equipment and the protection of the public from injury and damage from the Contractor's equipment.

Traffic control shall conform to the provisions of Section 12, "Temporary Traffic Control" of the Standard Specifications and the 2014 California Manual on Uniform Traffic Control Devices (CA MUTCD) as adopted by Caltrans.

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A Traffic Control Plan (TCP) shall be submitted to the Engineer for approval prior to construction and must be applicable to existing site conditions. Contractor shall notify all emergency services, affected residences, affected businesses, and the Capital Projects Division Office (831.646.3997) a minimum of three (3) business days in advance as to proposed closures and alternate routes available.

The following shall be incorporated into the Traffic Control Plan:

- 1. Two (2) travel lanes shall be open during non-working hours.
- 2. At least one (1) travel lane shall remain open during working hours. Flag persons or other appropriate traffic control devices as approved by the Engineer shall be used during periods of one-way travel.
- Access to driveways shall be left open unless work is actually being performed in areas fronting the driveway. All driveways shall be accessible during non-working hours. See Construction Procedure elsewhere in these specifications.
- 4. No trench shall be left open during non-working hours.
- 5. Parking restrictions will be acceptable when and where needed. (All require prior approval of the Engineer).

The following requirements apply to Traffic Control Plans:

- 1. All Traffic Control Plans shall follow the CA MUTCD Chapter 6. Examples may be found at: <a href="http://www.dot.ca.gov/hg/traffops/engineering/mutcd/pdf/camutcd2014/Part6.pdf">http://www.dot.ca.gov/hg/traffops/engineering/mutcd/pdf/camutcd2014/Part6.pdf</a>
- 2. The contractor shall submit a TCP using legible lettering. Show location and dimensions of the work zone, lanes, tapers, parking and any staging areas.
- 3. Label streets and proposed traffic control area. Show all nearby streets with street names to assure proper orientation.
- 4. Show all affected sidewalks, crosswalks, bike lanes, driveways and intersections in the construction work zone including areas affected by taper transition.
- 5. If a sidewalk or path is obstructed, contractor must then submit an ADA compliant pedestrian detour plan in accordance with the CA MUTCD chapter 6D and the Public Rights-of-Way Accessibility Guidelines (PROWAG). Please refer to:

  http://dot.ca.gov/hg/traffops/engineering/control-devices/pdf/PedBrochure.pdf
- 6. Label all taper lengths and widths, delineator spacing and sign spacing. Indicate location of construction signs, barricades and delineators.
- Show all parking restriction zones and signs, as appropriate. Telephone the Parking Division Office (831.646.3953) if restricting parking in time-limit or metered zones. Temporary "NO PARKING" signs shall be posted seventy-two (72) hours prior to commencing work.
- 8. Indicate on the TCP the duration of the construction work, including dates and times.
- 9. Indicate on the TCP the Contractor's name, address and telephone number. Include the Contractor's during and after hours Representative's contact information (name, telephone number).
- 10. It is the Contractor's responsibility to assure that all Traffic Control Plans (TCP) and traffic control devices are in compliance with the 2014 CA MUTCD as adopted by Caltrans.

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Traffic Control Plans shall contain the following notes:

- 1. Minimum width of temporary traffic lanes is ten (10) feet clear (from delineator or cone base, not center:
- The City Traffic Engineer or his representative has the authority to make any field changes to assure public safety.
- 3. All traffic control devices shall be removed from view when not in use. Signs shall not be facing traffic when not in use.
- 4. Spacing of channelizing devices shall not exceed twenty-five (25) feet.
- 5. Any road closure also requires notification be provided to the City of Monterey Fire Department and Police Department. Notifications may be made at the non-emergency telephone number, 831.646.3914.
- 6. All temporary traffic delineation (delineators and cones) used shall be a minimum of twenty-four (24) inches tall. Retroreflective bands are required for night time traffic.
- 7. Any work that disturbs normal traffic signal operations shall be coordinated with the Signal Traffic Technician.
- 8. The Contractor is responsible for restoring the road back to satisfactory condition including, but not limited to, paving, striping, markings, signs and traffic signal loop detectors within five (5) calendar days of completion of work at affected intersections or road segments.
- 9. Any work that created an undue safety risk or creates severe congestion may be shut down by the City Traffic Engineer, his representative, Field Inspector or Police Department personnel.

The Contractor is to notify residences and/or businesses a minimum of three (3) business days in advance of closing access to any driveways or providing any detours or changes in on-street parking. Notifications shall be in writing.

Contractor shall provide all labor and facilities required for safe and expeditious handling of traffic during the course of construction. Contractor shall provide all flaggers, signs, delineators, and barricades required for traffic control and shall modify or remove same at appropriate times. The Engineer shall be the sole judge as to the adequacy of the Contractor's traffic control measures. If such measures are found to be inadequate by the Engineer, the City may furnish and install same and charge the Contractor therefor.

The Contractor shall, at his own expense, construct and maintain in good condition, such detours, detour bridges and temporary crossings for use by the public as deemed necessary or expedient by the Engineer for the proper execution of the work.

The Contractor shall designate a representative who can be reached immediately (24 hours per day) in the event of traffic control device failures.

#### **CONSTRUCTION PROJECT SIGNS**

For City Projects

For Neighborhood Improvement Projects (NIP), the Contractor shall post temporary Neighborhood Improvement Project signs, one at each end of the blocks or at entrances to project sites, in a manner approved by the Engineer. Sign panels shall be provided by the City and mounted on stakes. Sign panels and posts, if provided by the City, shall be returned to the City in good condition.

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For Measure P. Projects

For Measure P Projects, the Contractor shall post temporary Measure P Project signs adjacent to the work areas, in a manner approved by the Engineer. Sign panels shall be provided by the City and mounted on stakes or barricades. Sign panels and posts or barricades, if provided by the City, shall be returned to the City in good condition.

#### REMOVAL OF OBSTRUCTIONS

The Contractor shall remove and dispose of all structures, debris or other obstructions of any character to the construction called for in the plans, specifications, and as required by the Engineer.

If archeological items or hazardous wastes are discovered during construction operations, the Contractor shall cease operations in those areas and the Contractor shall immediately notify the Engineer.

The Contractor shall remove and dispose of all trees designated for removal as shown on the plans, designated by the specifications and as required by the Engineer for the proper completion of the work. See Tree Protection Requirements elsewhere in these specifications.

#### **UNDERGROUND UTILITIES**

Contractor shall locate all underground obstructions and utilities, (electric, gas, water lines, etc.). Prior to any trenching operation, Contractor shall pothole underground obstructions and utilities that appear to be in conflict with the new construction. The Plans show the approximate location of underground facilities in the project area as they have been provided to the City. Repair of damage to any utility line shown on the Plans with reasonable accuracy shall be made at the Contractor's expense. However, the City shall fairly compensate the Contractor for costs of locating and repairing damage not due to failure of the Contractor to exercise reasonable care, and removing or relocating such facilities not indicated or in a location different from that indicated on the Plans and Specifications with reasonable accuracy, and for equipment on the project necessarily idled during such work. Contractor shall not be assessed liquidated damages for delay in completion of the project when such delay was caused by the failure of the City or utility company to provide for removal or relocation of such utility facilities. Contractor shall notify all utility companies of trenching operations forty-eight (48) hours in advance to enable the utility companies to take any action they deem appropriate.

#### UTILITY COMPANY COORDINATION

Contractor shall coordinate construction activities with the utility companies as required and shall adjust the construction schedule to accommodate utility relocation as necessary.

#### **CONTRACT PLANS AND SPECIFICATIONS**

The Contractor will be supplied with five sets of plans and specifications at no expense. One of these sets of plans is to be used for the purpose of recording record (as-built) conditions. Additional sets will be furnished on request at the cost of reproduction. The work shall conform to the contract plans and specifications, all of which form a part of the contract documents and are available in the office of the City Engineer, City Hall, Monterey, California.

#### **DUST CONTROL**

The Contractor shall minimize dust generation from the jobsite and shall spray the site with water or dust palliative as required, in accordance with Section 14-9, "Air Quality", of the Standard Specifications.

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#### CONNECTION TO EXISTING UTILITIES

The City shall permit the Contractor to use available existing utilities at the City's expense, excluding telephone; however, if the Contractor chooses to make use of said utilities, Contractor shall assume full responsibility for any changes made by Contractor related thereto, and for any consequences caused thereby. Upon completion of the work, Contractor shall remove any modifications to existing utilities made by Contractor, and shall restore existing utilities to conditions existing at time of award.

#### **SANITARY FACILITIES**

Contractor may provide his/her own portable sanitary facilities on-site, for the duration of the work. Coordinate location(s) with the Engineer. Existing City-owned sanitary facilities may be used.

#### INSPECTION OF WORK

It is the responsibility of the contractor to call for all required inspections within the required time lines. The City of Monterey reserves the right to perform random inspections at any time.

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.

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

#### ENVIRONMENTAL/POLLUTION PREVENTION REQUIREMENTS

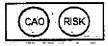
Contractor shall comply with all air pollution and environmental control rules, regulations, ordinances and statutes that apply to the project and any work performed pursuant to the contract. Additionally, City Code Chapter 31.5 Storm Water Management Section 31.5-12. Prohibition of Illegal Discharges, states,

"No person or entity shall discharge or cause to be discharged into the municipal Storm Drain System or waters of the state any materials, including but not limited to Pollutants or waters containing any Pollutants that cause or contribute to a violation of applicable water quality standards, other than storm water..."

Regardless of project size, the Contractor shall effectively implement and properly maintain storm water best management practices (BMPs) during construction to prevent discharges of pollutants, and including trash, to local drainages and waterways. Contractor shall comply with all water quality regulations in Monterey Municipal Code Chapter 31.5 Storm Water Management, and City Phase II Storm Water Permit requirements as prescribed by the State Water Resources Control Board (SWRCB) and Central Coast Regional Water Quality Control Board (RWQCB) regulations for the prevention of construction site discharges of pollutants, illicit discharges, and enforcement of prohibited and illicit discharges. The contractor shall employ at all times storm water runoff controls and BMPs at the site, including but not limited to erosion prevention, sediment controls, site stabilization, good housekeeping practices, proper materials storage and handling, and waste management. Storm water management and control practices shall result in the following outcomes on all construction sites, regardless of size:

- Protection of storm drain inlets and adjacent waterways must be implemented at all times to prevent
  illicit discharges of sediment, construction debris and fluids, and waste of any kind;
- No release of hazardous substances, such as oils, paints, thinners, fuels, and other chemicals; if such
  a spill occurs that may threaten local water quality, contractor must call 911 immediately and notify
  City Public Works staff;
- Minimization of site disturbance shall be kept to that portion necessary for construction only.

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- Soil stabilization of graded areas shall be in place where construction activities have temporarily and/or permanently ceased.
- No deposit of mud, soil, sediment, concrete washout, trash, dewatering, or other similar construction-related material or waste shall occur on or into public rights of way, private streets, or into the City's storm water system and related natural resources, either by direct deposit, dropping, discharge, erosion, or tracking by construction vehicles. Any such discharge shall be cleaned-up promptly if an immediate threat to water quality exists, or if not immediate, at the end of the current work shift or workday in which the deposit occurred, whichever comes first.
- No runoff from graded areas or stockpile areas shall contain sediments and/or pollutants. Stockpiles shall be adequately and securely covered to avoid contact with rainfall and wind to prevent soil and stockpile movement by water and/or wind.
- Runoff containing sediments shall be captured in secondary containment structures and either treated to remove sediments prior to discharge or infiltrated in the soil on-site.
- No exposure of graded areas and stockpile areas to storm water run-on shall occur. Run-on shall be controlled by diversion structures such as dikes, secondary containment, or stockpile covers.
- All hard-surfaced areas are to be swept regularly and free of dirt and construction debris such that the surface of the pavement is clearly visible at all locations.

Best management practices (BMPs) are required to be employed on all construction sites as applicable to the construction activity and shall provide for, and not be limited to: inlet protections, perimeter protections, erosion prevention and soil control measures, soil stabilization measures, spill prevention and discharge control measures; solid waste containment; concrete waste management; proper vehicle and equipment cleaning, fueling, and maintenance; and proper materials management and storage. Detailed procedures to accomplish these protections can be found through the California Storm Water Quality Association's Construction BMP Handbook Portal, U.S. EPA Construction BMP Database and Factsheets, Caltrans Storm Water Quality Manuals and Handbooks, and the Erosion and Sediment Control Field Manual by San Francisco Bay Regional Water Quality Control Board. Referenced documents are available for viewing at the City of Monterey Public Works Office at City Hall.

Activities to be performed by Contractor include, but are not limited to:

- At all times, Contractor shall maintain the temporary and permanent vegetation (if any), erosion and sediment control measures, and other protective BMP measures in good and effective operating condition by performing routine inspections to determine condition and effectiveness of BMPs, restoration needs for destroyed vegetative cover, and by repair of erosion, sediment, and other protective measures.
- Contractor shall inspect the following areas at least once every seven (7) calendar days, unless otherwise necessary based on current conditions or as directed by City inspector, and always within 24 hours prior to and after any predicted storm:
  - o Inlet protections and perimeter controls;
  - Vehicle entry and exist locations;
  - Vehicle parking and storage areas;
  - Disturbed areas of the construction site,
  - o Areas that have not been finally stabilized,
  - Areas used for storage of materials that are exposed to wind or precipitation,
  - Equipment and staging areas that are exposed to wind or precipitation; and,
  - All waste storage and handling devices and areas.

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Where sites have been finally stabilized, such inspection shall be conducted at least once every month.

- Areas noted above shall be inspected for proper BMP implementation and necessary BMP maintenance, as well as evidence of, or the potential for:
  - o Erosion, or
  - Sediments entering waterways or the drainage system, or
  - o Pollutants entering waterways or the drainage system.

Erosion and sediment control measures shall be observed and maintained to ensure that they are operating correctly. Discharge locations or points shall be inspected regularly to ascertain whether erosion control measures are effective in preventing sedimentation and subsequent degradation of receiving water quality in violation of receiving water quality standards. Vehicle entry and exist locations shall be inspected for evidence of offsite sediment and pollutant tracking and need for cleanup.

Deficiencies observed during inspections shall be noted and rectified before the end of the workday.

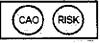
Additionally, the Contractor shall comply with the State Water Resources Control Board's Construction General Permit (CGP), as applicable to the project. Projects subject to the CGP include those that disturb one or more acres of soil, are less than one acre and are part of a common plan of development or sale, or applicable Linear Underground/Overhead Projects, and are required to obtain coverage under the State's CGP for Discharges of Storm Water associated with Construction Activity Construction General Permit Order 2009-0009-DWQ, and subsequent amendments thereto. Construction activities subject to this permit include cleaning, grading, and disturbances to the ground such as stockpiling, or excavation, but do not include regular maintenance activities performed to restore the original line, grade, or capacity of the facility. Application for CGP coverage is made by the Contractor through a Notice of Intent (NOI) to the SWRCB and involves much interaction with the applicable RWQCB as CGP regulator. The Contractor shall supply the City with NOI and Storm Water Pollution Prevention Plan (SWPPP) for review and records purposes.

CGP coverage requires the development and implementation of a SWPPP. The SWPPP contents are mandated by the SWRCB and are subject to change, and typically contain site map(s) which shows the construction site perimeter, existing and proposed buildings, lots, roadways, storm water collection and discharge points, general topography both before and after construction, and drainage patterns across the project. The SWPPP must illustrate the placement of BMPs for the construction project and list pollution prevention BMPs the discharger will use to protect storm water runoff. Additionally, applicable SWPPPs must contain a visual monitoring program and a chemical monitoring program for "non-visible" pollutants to be implemented All SWPPPs must be developed by a Qualified SWPPP Developer (QSD) and implemented by a Qualified SWPPP Practitioner (QSP), and supplied to the City for review and comment. Additional CGP information on can be found at the State Water Resources Control Board CGP website: http://www.waterboards.ca.gov/water\_issues/programs/stormwater/constpermits.shtml

Construction site storm water management and control measures shall be implemented year-round regardless of "season". All construction site BMPs shall be implemented at the appropriate level for the construction activity at hand and in a proactive manner during all seasons while construction is ongoing.

In addition to inspections performed by the City, the City's Environmental Compliance Division representative may perform periodic site monitoring visits to ensure the contractor complies with the requirements specified herein. The City shall provide copies of the completed site monitoring reports to the Contractor. In the event work is found non-compliant, a follow up site monitoring visit will be conducted to ensure non-compliant items have been corrected to the satisfaction of the City. If non-compliant items are not properly addressed prior to the follow up site monitoring visit, the costs associated with additional follow up site monitoring visits shall be deducted from the Contractor's final payment.

Gen Mun Bldg 2016 City



#### TREE PROTECTION REQUIREMENTS

The following guidelines are established pursuant to Section 37-2.5 of the Monterey City Code, which states:

All public or private construction projects requiring acquisition of a building permit shall comply with the tree protection guidelines established by the City in order to safeguard and protect any trees affected by said construction.

- These Tree Protection Guidelines apply to all "Protected Trees" in the City of Monterey, defined as:
  - a. trees located on a vacant private parcel that are more than two inches (2") in diameter when measured at a point four feet six inches (4' 6") above the tree's natural grade; and,
  - b. trees located on a private, developed parcel that are more than six inches (6") in diameter when measured at a point four feet six inches (4' - 6") above the tree's natural grade.
- 2. These standards do not apply to unprotected trees or trees previously approved for removal.
- 3. All cut, fill, and/or building foundations shall be located a minimum of 4.0 times the diameter of the tree away from the outside edge of the trunk of all trees scheduled for preservation. However, the minimum distance permitted shall be 6' 0", away from the outside edge of the trunk for all trees of a trunk diameter less than 2' 0". The diameter of a tree shall be measured at four feet six inches (4' 6") above the surrounding grade [Diameter at Standard Height (DSH)].
- 4. All Protected Trees shall be marked with a spot of paint, or flagging and temporarily fenced during construction. The marking serves to notify City inspectors and workers that the tree is to be fenced at all times during construction. Fencing and marking shall be installed prior to the issuance of building or grading permits and shall be located at the edge of the root zone. The root zone is determined to be that area located out a distance 15 times the trunk diameter in all directions. At no time shall the fencing be located closer than 3' 0" from the outside edge of the trunk or further than 3' 0" away from the approved building wall line, foundation, retaining wall, or grade cut, whichever provides the greater distance from the tree trunk. Tree Protection Fencing (TPF) shall consist of 6' tall chain link on all commercial projects and four (4) feet tall plastic snow fencing on residential projects and shall be rigidly supported and maintained during all phases of construction. Fenced areas shall not be used for material stockpile, storage, vehicle parking, or dumping of materials, chemicals, or garbage. Fenced areas shall be maintained in a natural condition and not compacted. Removal of fencing shall only be approved by the City Forester.
- 5. Prior to the start of construction, all Monterey Pine trees scheduled for preservation shall have the lower 8' 0", sprayed with Astro or Dragnet and then wrapped with plastic to reduce the potential for infestation by Red Turpentine Beetles. The plastic wrap and spray are used to control beetle attacks and shall remain on the tree throughout the construction period.
- 6. Utility and drain lines shall be located outside the TPA (Tree Protection Area) root zone of all trees scheduled for preservation. In cases where alternative routes are not available, utility conduit, pipe, wire and drain lines shall be tunneled under major roots. Major roots are determined to be those that exceed two (2) inches in diameter. In no case shall utility lines be permitted within 4.0 times the diameter of the trunk of any trees involved with construction unless the City Forester has approved with specific conditions in advance of work starting.
- 7. Projects that involve properties with several trees and proposed developments may require the owner or contractor to hire a private Certified Arborist to inspect and monitor the construction

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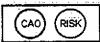
work to guarantee that the tree protection guidelines are enforced and that the trees to remain are not damaged, or negatively impacted during any phases of work.

- 8. All approved construction work within the root zone of trees scheduled for preservation shall observe the following minimum tree protection practices:
  - a. Hand trenching at point or line of grade cuts closest to the trunk to expose major roots 2" in diameter or larger. In cases where rock or unusually dense soil prevents hand trenching, mechanical equipment may be approved by the City Forester, provided that work is closely supervised to prevent tearing or other damage to major roots.
  - Exposed major roots shall be cut with a saw to form a smooth surface and avoid tears or jagged edges.
  - c. Absorbent tarp or heavy cloth fabric shall be placed over new grade cuts where roots are exposed and secured by stakes. 2" to 4" of compost or woodchip mulch shall be spread over the tarp to prevent soil moisture loss. The tarp should be thoroughly wetted at least twice per week to insure constant moisture levels until backfilling occurs. In very dry climate conditions, additional watering may be required to maintain a constant moisture level. This program of watering shall be maintained through all phases of construction including delays and other periods of inactivity.
  - d. Decks located within the root zone of trees scheduled for preservation shall be of post and beam construction to eliminate any need for root pruning or removal.
  - e. On-grade patios or paving that cover more than one-third of the feeder zone of pine trees or oak trees shall be constructed of permeable materials that allow aeration and water penetration. Patios and paving shall be combined with any other non-permeable surface or structure for purposes of calculating the one-third coverage standard. A maximum 80% compaction for permeable surfaces shall be allowed. The paving design shall specify this restriction.
  - f. Planting beneath trees scheduled for preservation shall take into consideration watering requirements of the tree to prevent damage from over or under watering. Planting beneath native oak trees are of special concern and should be avoided. At a minimum, all new irrigation should be directed away from the trunks of oak trees. Installing lawn or other planting that requires frequent watering insures a slow death for oak trees due to their sensitivity to over watering and susceptibility to oak root fungus. Over-watering may also damage native pines.
- 9. Failure to comply with these Tree Protection Standards is punishable by civil penalty, including citation and fines.
- 10. All Tree Protection devices must be in place prior to issuance of a Building Permit. Please contact Robert Reid, City Forester, at 831.646.3860 for inspection to confirm Tree Protection or with any general tree preservation questions.
- 11. Chapter 37; Preservation of Trees and Shrubs, is available at <a href="http://www.codepublishing.com/ca/monterey">www.monterey.org</a> or <a href="http://www.codepublishing.com/ca/monterey">http://www.codepublishing.com/ca/monterey</a>

#### SAWCUTTING

All sidewalks and walkways requiring sawcuts and all sawcuts for bid items with a unit of "each", such as vertical curbs, shall be sawcut their full depth. Where construction operations cause damage beyond the limits of a sawcut line, the damaged area shall also be removed and replaced to a sawcut edge. Sawcuts shall be done so as to provide a straight neat edge. All sawcut slurry shall be collected by means of

Gen Mun Bldg 2016 City



<u>vacuum</u> and disposed properly. No sawcut slurry shall be allowed to run down streets, curbs or into catch basins. No sawcut slurry shall enter the Monterey Bay National Marine Sanctuary.

#### **DEMOLITION AND DISPOSAL (All Bid Items)**

Demolition work shall include doing all things necessary to render existing facilities, structures, or materials in the way of replacement construction ready for loading and removal by ordinary construction equipment. This includes but is not limited to breaking up, barricading, traffic control, protection of nearby personnel as well as above ground and below ground facilities, etc. Sawcutting will be paid for as a separate line item. Disposal shall include loading the demolished existing facilities, structures and materials onto trucks and removing to a disposal site approved by the Engineer. The contractor shall arrange for a disposal site and pay any required dump fees.

#### **CLEARING AND GRUBBING**

This work shall consist of removal of all vegetation (grass and bushes) and objectionable material within the limits of work per Section 16, "Clearing and Grubbing", of Standard Specifications. Vegetation shall include ground cover, trees that do not exceed 12" in diameter, shrubs, and roots that do not exceed 2 inches in diameter. Construction area shall be as shown on the plans or as marked in the field by the Engineer. Ground cover shall include wood chips, lightweight decorative rock, gravel, and other similar items which are not rooted in the ground.

All material resulting from clearing and grubbing shall become the property of the Contractor and shall be disposed of off the job site in a manner approved by all authorities having jurisdiction.

#### **EXTRA WORK**

When special conditions arise, such as minor storm drain work or utility relocation, the work will be negotiated as "extra work" in accordance with the Standard Specifications.

In areas where new construction is performed, the Contractor may apply to have items considered as "extra work". All extra work must be negotiated and approved before the work is done.

The City may require the Contractor to work after hours, weekends or holidays. If work shall be done during these times, Contractor shall be paid the premium rate as submitted in the bid or per General Prevailing Wage Rate provisions.

Gen Mun Bldg 2016 City

CAO (RISK)

## GENERAL MUNICIPAL BUILDING IMPROVEMENTS ON-CALL CONTRACT 2016 FOR CITY PROJECTS

**TECHNICAL PROVISIONS** 

TECHNICAL PROVISIONS SHALL BE PROVIDED WITH EACH WORK ORDER

Gen Mun Bldg 2016 City

CAO (RISK)

## APPENDIX A

## **BID PROPOSAL FORMS**

Appendix A, Page 2

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Gen Mun Bldg 2016 City





# CITY OF MONTEREY DEPARTMENT OF PLANS AND PUBLIC WORKS

#### **BID PROPOSAL COVER SHEET**

FOR

## General Municipal Building Improvements On-Call Contract 2016 For City Projects

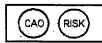
Submit the following items unbound:

1. Bid Proposal Cover Sheet (this sheet)

<u>ITEM</u>

2.	Proposal and Bid Schedule	<del>V.,</del>
3.	Declaration of Bidder	<u>√</u>
4.	Noncollusion Declaration	
5.	Debarment and Suspension Certification	<u> </u>
6.	Certification of Good-Faith Effort to Hire	1 .
	Monterey Bay Area Residents (Prime)	<u> </u>
7.	Bid Bond	<del>\</del>
	lure to include required items, included those identified in-responsive resulting in rejection of your bid.	above may result in your bid being deemed
By:	William A Thank Construction, Inc.	little home

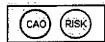
Gen Mun Bldg 2016 City



# General Municipal Building Improvements On-Call Contract 2016 For City Projects Bid Schedule

	Bia Scriedule							
Item No.	Unit	Description	Estimated No. of Hours	Hourly Rate	Amount			
1	Hr	Project Manager	1	10%	\$105			
2	Hr	Superintendent	1	100	\$ 100			
3	Hr	Foreman	1	96	\$ 96			
4	Hir	Carpenter	1	93	\$ 93			
5	Hr	Carpenter, Sound and Thermal Insulation		93	\$ 93			
6	Hr	Millwright	. 1	93	\$.93			
.7.	Hr	Laborer	1	72	\$ 77.			
8	Hr	Cement Mason / Concrete Finisher	1	SK	s 88			
9	Нт	Acoustic Celling Tite installer	1	93	\$ 93			
10	Hr	Drywall Installer / Lather	1	95	\$ 95			
11	Hr ,	Drywall Stocker / Scrapper		5	\$ 51			
12:	Hr	Drywali Finisher / Taper	1	84	\$ 95			
13	Нг	Plasterer	1 1	85	\$ 85			
14	Hr	Plasterer Tender	1	-14 	s 14			
15	Hr	Painter	1 1	86	\$ 86			
16	Hr	Bricklayer, Blocklayer	1	98	s %			
17	Hr	Mason Tender, Brick	1 1	80	\$ 80			
18	Hr	Tile Layer	1 1	85	\$ 82			
19	Hir	Tile Finisher	1	<u> 55</u>	\$ 55			
20	Hr	Soft Floor Layer, Carpet and Lingleum	1	106	\$ 106			
21	Hr	Roofer	1 1	93	\$ 93			
22	Hr	Glazier	1 1	10%	\$ 108			
23	H	Electrician, Cable Splicer		11/5	\$ 100 \$ 115			
24	Hr	Electrician, Inside Wireman		110	\$ 110			
25	Hr	Electrician, Sound and Communications Installer		93	\$ 93			
26	Hr	Electrician, Sound and Communications Technician	1	aq .	\$ 99			
27	Hr	Ironworker, Reinforcing and Structural	1	90	5 99			
28	Hr	Plumber, Ptpe Fitter and Refrigeration Fitter (HVAC)	1	105	\$105			
29	Hř	Plumber, Fire Sprinkler Fitter	1	88	\$ 98			
30	Hr	Sheet Metal Worker	1 1	115	\$ 16			
31	Hr	Cost Estimator	1	117	\$ 77			
	, ,,	SUBTOTAL A		- 835	\$ 2835			
<del>"  </del>		SUBTOTAL	Total Cost	×0.27	• U1 77			
em	Jnit	Description	(Comparison	Percentage	Amount			
No. [ `		Dodd provi	Basis Only)	of Cost				
32	%	Materials Markup		0				
33	%	Sub-Contractor Markup		5				
34	%	Performance and Payment Bond Markup	11 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	2				
35	%	Contractor's Fee Markup, \$1 to \$64,999		_5				
36	%	Total Markup, lines 32, 33, 34 plus 35	\$ 50,000	22	\$ 1,000.30-			
37	%	Contractor's Fee Markup, \$65,000 to \$1,000,000	Variation V	5				
38	%	Total Markup, lines 32, 32, 34 plus 37	\$ 100,000	22	\$ 22.000.00			
		SUBTOTAL B			\$ 73,000.00			
		GRAND TOTAL (SUBTOTAL A + SUBTOTAL B)			\$35.835.00			
		The second secon	<del> </del>					

Gen Mun Bidg 2016 City

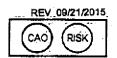


# DECLARATION OF BIDDER RE: LICENSE QUALIFICATIONS

Bidder certifies he/she possesses a license in accordance Contractors. License No. 4529. Class:	ce with a State Act providing for the registration of Expiration date: 1-31-11
THE FOREGOING INFORMATION IS TRUE AND COR	RECT AND IS EXECUTED UNDER PENALTY
MMtyry county, californ	A, ON NOVEMBY 13 , 20115.
Name of Firm: William A Thank Cons	truction, Inc.
Address: 2003 Sam Binancio Rot. 5	alinus, CA 93908
Telephone: 831-641-9147	1 - 1 AM
Email: With any a than yer (onstruction	1.(847)
(If firm is an individual, so state. If a firm or co-partnersh person authorized to execute the declaration on its beha	nip, state the firm name and give the names of alf.)
FAILURE TO PROVIDE ANY OF THE INFORMATION I CONTRACTOR SIGNATURES MAY RESULT IN YOUR	REQUIRED HEREIN INCLUDING
CONTRACTOR SIGNATURES WAT RESULT IN TOOL	William A Trainer, Prisident
Signature	Printed Name and Title
The Bidder shall list below any and all addenda issued for result in a non-responsive bid:	or this project. Failure to list issued addenda will
ADDENDA	DATE RECEIVED
#1	November 13,2015
2.	
• •	
3. <u> </u>	
4	
The Bidder shall list below jobs of a similar nature complithree (3) years:	leted by Bidder's organization within the past
Date Dollar Agency Completed Amount Name	Type Project Of Job Location
JAIS 1 419 527. P Monterey but M.	on-call country of Menteren
and is tried from the friends it	will on rall surgiver courts
7015 12,731.98 Supering (nurts of ( n-going 278,083 & Soledad Schoo) Distri	at an anil Movement Schools
n-going 2.78,083. Soleaga Script 1/15/1	UVII-[AM VIIIIMS 7011WIS
M-going 214,280" Salinas City School 1	18trict on-cam various schools
n-going 214,250.00 Salinas City School T n-going 499,187.00 Highlands Inn	on-call Highlands Inn Carme
J ,	

Gen Mun Bldg 2016 City

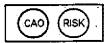
Agreement #: Ag-5232 - Page 244 of 263



The Bidder shall list below the name, the location of the place of business, and the California contractor license number of any subcontractors proposed to perform work or labor or render service on this project, or a subcontractor licensed by the State of California who will specially fabricate and install a portion of the work or improvement according to detailed drawings contained in the plans and specifications of this project, whose work is in excess of one-half of 1 percent of the Bidder's total bid or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of 1 percent of the Bidder's total bid or ten thousand dollars (\$10,000), whichever is greater:

Г	DBE (Y/N)	License No.	Subcontractor Name	Subcontractor Place of Business
	$\lfloor N \rfloor$	692989	Cornerstone	P.O. Box 3617
1	Item No.	Amount (\$) or % of Bid Item	Trade/Description of Work	Fateras, Ca 93912
<u> </u> _	16	98.00	Masonry	
	DBE (Y/N)	License No.	Subcontractor Name	Subcontractor Place of Business
1_	N_	1006265	Cinderella	P.O. Box 1010
2	Item No.	Amount (\$) or % of Bid Item	Trade/Description of Work	Salunas la 93912
	10	106.00	Flooring	
•	DBE (Y/N)	License No.	Subcontractor Name	Subcontractor Place of Business
3		836222	Ross Rooting	142 neson Rd. Sti D
3	Item No.	Amount (\$) or % of Bid Item	Trade/Description of Work	Marina, Ca 93933
	21	93.00	- Cooting	
	DBE (Y/N)	License No.	Subcontractor Name	Subcontractor Place of Business
	N	115427	Collins Electric	385 Reservation nd.
4	Item No.	Amount (\$) or .% of Bid Item	Trade/Description of Work	Marina, Ca 93933
Ĺ	13	115	Electrical	
1	DBE (Y/N)	License No.	Subcontractor Name	Subcontractor Place of Business
_	<u> </u>	751760	Nuno Iron	315 BittersWut Rd.
5	Item No.	Amount (\$) or % of Bid Item	Trade/Description of Work	King City . CA 93930
Ľ_	27	· 	INOU MAK	
	DBE (Y/N)	License No.	Subcontractor Name	Subcontractor Place of Business
	N	236164	Vals Plumbing	413 Front St.
6	Item No.	Amount (\$) or % of Bid Item.	Trade/Description of Work	Salinas Ca 93901
	28		Plumbing	
	DBE (Y/N)	License No.	Subcontractor Name	Subcontractor Place of Business
	N	643385	A+B Fire	P.O. Box 1211
7	Item No.	Amount (\$) or % of Bid Item	Trade/Description of Work	Salinas, CA 93902
	29		fireSprinkly	

Gen Mun Bldg 2016 City



# NONCOLLUSION DECLARATION TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned decizies.
I am the PYRSIAN of WILLIAM A The gry Instruction, Table party making the foregoing bid.
The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. 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. All statements contained in the bid are true. 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, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.
Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.
i declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on this 13 day of NWW by
undaly
Signature  William A Thayur, Prisidiwt  Printed Name and Title



#### **DEBARMENT AND SUSPENSION CERTIFICATION**

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 state, federal, or local agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any state, federal, or local agency within the past 3 years;
- · Does not have a proposed debarment pending, and
- Has not be 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.

Signature

Printed Name and Title

REV 09/21/2015

CAO (RISK)

# Certification of Good-Faith Effort to Hire Monterey Bay Area Residents (Prime Contractor - To be Submitted with Bid)

a licensed contractor, or responsible managing officer, of the company known as William A Thayw (motivation that).

do hereby certify, under penalty of perjury, that Phave met, or made a good-faith effort to meet, the requirements set forth in Monterey City Code Article 2 of Chapter 28. Further, I certify that during the performance of the contract, I shall keep an accurate record on a standardized form showing the name, place or residence, trade classification, hours employed, proof of qualified individual status, per diem wages and benefits of each person employed by the company on the specific public works project, including full-time, part-time, permanent, and temporary employees, and provide such records to the City upon request, within five working days. I understand that I am responsible for insuring that any subcontractor working under my direction, complies with this ordinance, including submitting a Certification of Good Faith Effort to Hire Monterey Bay Residents, and to keeping accurate records as described above.

Signature

William A Thann, President

Printed Name and Title

Nolumber 13, 2015

Date



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Gen Mun Bldg 2016 City

CAO (RISK)

### APPENDIX B

## SAMPLE BID SCHEDULE

# General Municipal Building Improvements On-Call Contract 2016 For City Projects SAMPLE Bid Schedule

Item No.	Unit	Description	Estimated No. of Hours	Hourly Rate	-	Amount
1	Hŕ	Project Manager	1 1	100.00	\$	.100.00
2	Hr	Superintendent	100.00	\$	100.00	
3	Hr	Foreman	1	90.00	\$	90.00
4	Hr	Carpenter	1	85.00	\$	85.00
5_	Hr	Carpenter, Sound and Thermal Insulation	1	85.00	\$	85.00
8	Hr	Milhwright	11	85.00	\$	85.00
.7	Hr	Laborer	1	75.00	\$	75.00
8	Hr	Cement Mason / Concrete Finisher	1	85.00	\$	85.00
9	Hŕ	Acoustic Ceiling Tile Installer	1	85.00	\$	85.00
10	Hr	Drywall Installer / Lather	1	85.00	\$	85.00
11	Hr	Drywall Stocker / Scrapper	1.	85.00	\$	85.00
12	Нг	Drywall Finisher / Taper	1.	85.00	\$	85.00
13	Hr	Plasterer	1	85.00	\$	85.00
14	Нг	Plasterer Tender	1	75.00	. \$	75.00
15	Нг	Painter	1	85.00	\$	85.00
16	Нт	Bricklayer, Blocklayer	1	86.00	\$	.85.00
.17	Hr	Mason Tender, Brick	1	75.00	\$	75.00
18	Hr	Tile Layer	1	85.00	\$	85.00
19	Hr	Tile Finisher	1	75.00	\$	75.00
20	Hr	Soft Floor Layer, Carpet and Linoleum	1	80.00	\$	80.00
21	Hr	Roofer	1	70.00	\$	70.00
22	,Hr,	Glazier	1	115.00	\$	115.00
23	Hr,	Electrician, Cable Splicer	1	95.00	. \$	95.00
24	Hr	Electrician, Inside Wireman	1	95.00	\$	95.00
25	Hr	Electrician, Sound and Communications Installer	1	95.00	\$	95.00
26	Hr	Electrician, Sound and Communications Technician	1	95.00	\$	95.00
27	Hr	Ironworker, Reinforcing and Structural	1	85.00	\$	85.00
28	Hr	Plumber, Pipe Fitter and Refrigeration Fitter (HVAC)	1	95.00	\$	95.00
29	Hr	Plumber, Fire Sprinkler Fitter		95.00	\$	95.00
30	Hr	Sheet Metal Worker		85.00	\$	85.00
31	Hr	Cost Estimator	<u></u>	85.00	\$	85.00
		SUBTOTA			\$	2,700.00
item No.	Unit	Description	Total Cost (Comparison Basis Only)	Percentage of Cost		Amount
32	<sup>-</sup> %	Materials Markup		5:00%		
33	%	Sub-Contractor Markup		5.00%		
34	%	Performance and Payment Bond Markup		1.50%		
35	%	Contractor's Fee Markup, \$1 to \$64,999		5.00%		
36	%	Total Markup, lines 32, 33, 34 plus 35	\$ 50,000	16.50%	\$	8,250.00
37	%	Contractor's Fee Markup, \$65,000 to \$1,000,000		4.00%		
38	%	Total Markup, lines 32, 33, 34 plus 37	\$ 100,000	15.50%	\$	15,500.00
		SUBTOTA	L B		\$	23,750.00
	·	GRAND TOTAL (SUBTOTAL A + SUBTOTAL	. B)	·	\$	26,450.00

Gen Mun Bldg 2016 City

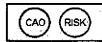
### **APPENDIX C**

## SAMPLE WORK ORDER

# CITY OF MONTEREY WORK ORDER

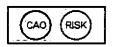
C	Issued To:
:	Nork Order Number/Name: GC2016 – XX / NAME OF PROJECT
Issue Date:	Account Number:
LOCATION:	
Projects Specific	OF WORK: in accordance with the Municipal Improvements On-Call Contract 2015 – 2016 For City ations, attached sketch and project description as follows: includes,
	ND PRICES: Il be \$XXXXX Per Attached Cost Estimates dated
To Begin:	, 20
To End:	
Funding Check I	By (Provide Acct GL Printout):
· <del>-</del>	S. Connolly, Accounting Specialist
This Work Order	Authorized By:
	Robert Harary, Principal Engineer
	ptance Acknowledged
by Contractors i	(Name, Contractor)
City Acceptance	of Completed Work:(Contractor's 1–Year Guarantee Begins From Above Date)
cc: Contractor	Accounting Inspection File

Gen Mun Bldg 2016 City



# BID BOND

I THOW ALL PERSON	NO DE TRESE PRESENTS:	:	•
That William A.	Thayer Construction, Inc.	· · · · · · · · · · · · · · · · · · ·	, as Principal,
and Allied Wor	rld Insurance Company	·	as Surety, are held and
firmly bound unto	City of Monterey		_, 
sum, well and truly to I	n of ten percent of total amore be made, the Principal and Surety bind rmly by these presents.	unt bid_percent (10_%) of themselves, their heirs, executors, a	the bid price, for the payment of whic dministrators, successors and assigns
WHEREAS, The	Principal has submitted a bid for		
General M	unicipal Building Improveme	ents On-Call Contract 2016	for City Projects
a. the Princontract furnishe  b. In the exthe Prince	RE, the condition of this obligation is si cipal shall execute such contract docu- tor's bond or bonds for the performant of for the project as may be specified in went of the failure of the Principal to ex- cipal shall pay to the Obligee the differ id and such larger amount for which the	iments, if any, as may be required by nce of the contract and for the pro- n the bid, or ecute such contract documents, if an ence, not to exceed the penal sum he	the terms of the bid and give such mpt payment of labor and material and to give such bond or bonds, if ereof, between the amount specified
	in shall be void, otherwise to remain in		
Signed, sealed an	d dated this November 13, 20	<u> </u>	
Witness:		Principal: William A. Thaye	er Construction, Inc.
By: JEMM	allo	By: White Surety:	-
		But A	
		David K. Mahler	, Attorney-In-Fact





### **Allied World Surety**

Division of Allied World Insurance Company 30'S. 17" St., Suite 810 Philadelphia, PA 19103

#### POWER OF ATTORNEY

Issue Date: October 26, 2015

No. 28650-A 1470

Single Transaction Limit: \$5,000,000

#### KNOW ALL MEN BY THESE PRESENTS:

Allied World Insurance Company, a New Hampshire corporation (the "Company") does hereby appoint

NAME(s):

David Mahler

David Drumi

CION A

Drumi Group, Inc. 1135 Farragut Boulevard Foster City, CA 94404

Its true and lawful Attorney(s)-in-Fact, with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business, and to bind the Company thereby. This Power of Attorney shall remain in full force and effect for one year from the issued date above referenced and shall expire on close of business of the first anniversary of such Issue Date.

IN WITNESS WHEREOF. ALLIED WORLD INSURANCE COMPANY has caused these presents to be executed by the officer named below, who is duly authorized and empowered to execute on the Company's behalf.

This 26th day of October, 2015

COMMONWEALTH OF PENNSYL VANIA

NOTARIAL SEAL

ELIZABETH K. BIELLI, Notay Public
City of Philadelphia, Philo Coding
My Commission Expires August 5, 2018

8/42-5/4 J

Title: Senior Vice President - Surety

State of Pennsylvania

County of Philadelphia

On this 26th day of October, 2015, before me came the above-hamed officer of ALLIED WORLD INSURANCE COMPANY, to me personally known to be the Individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seals of said corporation thereto by authority of his office.

Notary

My Commission Expires: 08/05/2018

#### CERTIFICATE

Excerpt of Resolution adopted by the Board of Directors of the ALLIED WORLD INSURANCE COMPANY (the "Corporation"), on December 31, 2012:

RESOLVED, that the proper officers of the Corporation, the head of the surety business the for the Corporation, and their appointed designess (each en. Authorized of appoint one or more Attorneys-in-Facino represent and act for and of behalf of the Corporation in the transaction of the Company's surety business to execute (under the common seal of the Corporation, if appropriate) bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof.

RESOLVED, that in connection with the Corporation's transaction of surety business, the signatures and attestations of the Authorized Officers and the seal of the Corporation may be affixed to any such Power of Attorney or certificate bearing such facisimile signatures or facisimile seal shall be valid and binding upon the Corporation when so affixed with respect to any bond, undertaking, recognizance or other contract of indemnity or writing obligatory in the nature thereof.

RESOLVED, that in connection with the Corporation's transaction of surely business, the facsimal or mechanically reproduced signature of any Authorized Officer, whether made herelofore or hereafter, wherever appearing upon a copy of any Power of Attorney of the Corporation, with signatures affixed as next above noted, shall be valid and binding upon the Corporation with the same force and effect as though manually affixed.

RESOLVED, that in connection with the Corporation's transaction of surety business; any such Attorney in-Fact delivering a secretarial or other certification that the foregoing resolutions still be in effect may insert in such certification the date thereof, said date to be not later than the date of delivery thereof by such Attorney in-Fact

RESQLIVED, that the Authorized Officers be, and each hereby is, authorized to execute (under the common seal of the Corporation, if appropriate), make, the and deliver in the name and on behalf of the Corporation any and all other things whatsoever in connection with the Corporation's transaction of surety business, as such Authorized Officer shall in his or her absolute discretion deem or determine appropriate and any of the foregoing resolutions, the transactions contemplated thereby and any ancitary matters thereto another to carry out the purposes and intent thereof, such deeming or determination to be conclusively evidenced by any such execution or the taking of any such action by such Authorized Officer.

I, Timothy J. Curry, Secretary of the ALLIED WORLD INSURANCE COMPANY, do hereby certify that the foregoing excerpts of Resolution adopted by the Board of Directors of this corporation, and the Power of Attorney issued pursuant thereto, are true and correct, and that both the Resolution and the Power of Attorney are in full force and reflect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of the corporation, this

Timothy J. Curry, Secretar:

#### CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certific document to which this certificate is attached, and not the completion of the completion of the certificate is attached.	ate verifies only the identity of the individual who signed the truthfulness, accuracy, or validity of that document.
State of California )	•
County of San Mateo )	
	u Wilheld Nietons Dúblio
On November 13, 2015 before me, So	Here Insert Name and Title of the Officer
Date	•
personally appeared <u>David K. Mahler</u>	
	Name(s) of Signer(s)
subscribed to the within instrument and acknow	vevidence to be the person(s) whose name(s) is/are viegged to me that he/she/they executed the same in his/her/their signature(s) on the instrument the person(s) cted, executed the instrument.
	I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
SOY WONG Commission # 2051554 Notary Public - California	WITNESS my hand and official seal.
San Mateo County My Comm. Expires Dec 12, 2017	Signature Signature of Notary Public
Place Notary Seal Above	
OP	TIONAL
Though this section is optional, completing this fraudulent reattachment of thi	information can deter alteration of the document or s s form to an unintended document.
Description of Attached Document	•
Title or Type of Document:	Document Date:
Number of Pages: Signer(s) Other Tha	an Named Above:
Capacity(ies) Claimed by Signer(s)	•
Signer's Name:	Signer's Name:
Corporate Officer - Title(s):	Corporate Officer — Title(s):
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General ☐ Individual ☐ Attorney In Fact
☐ Individual ☐ Attomey in Fact ☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
Other:	☐ Other:
Signer Is Representing:	Signer Is Representing:
	·

## PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:				
That William A. Thayer Construction, Inc.		_ as Principal (herein	after called "Contra	ctor"), and
Allied World Insurance Company, a corporation of the	state of New Hampshire du	ly authorized to write bo	nds (hereinafter calle	d "Surety"),
are held and firmly bound unto City of Monterey		as Obligee (l	nereinafter called "Ow	mer") in the
sum of One hundred thousand and 00/10	0ths	U.S. Dollars (U.S.	\$ 100,000.00	_) for the
payment of which sum, well and truly to be made,				
successors and assigns, jointly and severally, firmly by	these presents.			
WHEREAS, The Contractor has entered into a written contra	ct dated		with th	ne Owner for
General Municipal Building Improven	nents On-Call Con	tract 2016 for Cit	y Projects	
in accordance with a contract is which by reference made a p	art hereof, and is heremafter r	eferred to as the Contract.		
NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION obligation shall be null and void; otherwise it shall remain in it made by the Owner.	ON is such that, if the Contractual force and effect. The Suret	tor shall promptly and faithful thereby waives notice of a	ully perform said Contrac ny alteration or extension	ot, then this n of time
Whenever Contractor shall be, and declared by Owner to be Surety may promptly remedy the default, or shall promptly -	in default under the Contract, (	he Owner having performe	d Owner's obligations the	ensunder, the
1. Complete the Contract in accordance with its terms and o	conditions, or			
2. Obtain a bid or bids for completing the Contract in accord bidder (or, if the Owner elects, upon determination by the Ovsuch bidder and Owner, and make available as Work progres contracts of completion arranged under (his paragraph) sexceeding; including all other costs and damages for which it "balance of the contract price," as used in this paragraph, amendments thereto, less the amount properly paid by Owne	vier and the Surely Jointly of t isses (even though there shot officient funds to pay the cos he Surely may be liable hereu shall mean the total amoun	he lowest responsible bldde ald be a default or a succest of completion less the b ander, the amount set forth in	er) will arrange for a con ssion of defaults under the alance of the contract n the first paragraph hen	tract between he contract or price; but not eof. The term
Walve its right to perform and complete, arrange for com and EITHER: (A) After investigation, determine the amount funder payment therefor to the Owner: or (B) Deny liability in	or which it may be liable to the	Owner and, as soon as pra	actical after the amount I	ircumstances, is determined,
Any suit under this bond must be instituted before the expira- limitation is made void by any law controlling the construction minimum period of limitation permitted by such law. The expenses from actual or alleged injury to person or property of demages or compensation for actual or alleged injury to, or de-	on hereof, such limitation sha Surety shall not be liable for or for the death of any person,	all be deemed to be autom damages, costs or expens or under or by nature of an	natically amended so as les, including, but not li	to equal the mited to legal
No right of action shall accrue on this bond to or for the use of administrators or successors of Owner.	• • • • • • • • • • • • • • • • • • • •	er than the Owner named )	rerein or the heirs, exec	utors,
Signed, sealed and dated this 29th day of Januar	<u>y 20</u> 16		:	
Witness:	7.50	A. Thayer Constru	ction, Inc.	, ,
Name: LUMAINE E. HOWIGINS	_ By:	& show		Z
•	Name and Title:	Will au to T	HX42X 24111	Transing .
Surely: Allied World Insurance Company	By:			$\Lambda_{i}^{(1)} = 2 \frac{1}{2} \sqrt{2}$
	David Kala			
Bond Number: S001-2758 Premium: \$2,500.00	Name: David K. Mah	<u>er</u>	as Attorney-In-Fact	
	•			May 1
SUR 00004 00 (11/2012)			7	11   iJ 1 i

Agreement #: Ag-5232 - Page 257 of 263

## **LABOR & MATERIAL PAYMENT BOND**

KNOW ALL PERSONS BY THESE PRESENTS:			
That William A. Thayer Construction, Inc.	<u> </u>	·	as Principal, and
Allied World Insurance Company	The second secon		as Surety, are held and firmly bound
unb City of Monterey		<u> </u>	as Obligee, in the su
of One Hundred Thousand Dollars 00/100ths U.S. Dollar	s (U.S. \$ 100,000.00	) for the payment	of which sum, well and truly to be
made, the Principal and Surely bind themselves, their heirs, execu-	tors, administrators, successor	s and assigns, jointly and	i severally, firmly by these presents.
WHEREAS. The Principal has entered into a written contract with the Oblig On-Call Contract 2016 for City Projects	gee for General Municipa	al Building Improv	ements
in accordance with a contract which is by reference made a part hereof, a	and is hereinafier referred to as the	e Contract	
NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such to and material used or reasonably required for use in the performance subject, however, to the following conditions:			
1: A claimant is defined as one having a direct contract with the Princip for use in the performance of the Contract, labor and material being con- of equipment directly applicable to the Contract.			
2. The above named Principal and Surety hereby jointly and severally the expiration of a period of alnety (90) days after the date on which the claimant, may sue on this bond for the use of such claimant, prosecute thereon. The Obliger shall not be liable for the payment of any costs or e	last of such claimants work or lai the suit to final payment for such s	oor was done or performed	, or materials were furnished by such
No sult or action shall be commenced hereunder by any claimant     a) Unkess claimant, other than one having a direct contract with the the Surety above named, within ninety (90) days after such claimant.	nt did or performed the last of the	work or labor, or furnished	the last of the imaterials for which said
claim is made, stating with substantial accuracy the amount claime was done or performed. Such notice shall be served by malling Principal, Obligee or Surety, at any place where an office is regularly be served in the state in which the donesaid project is located, save	the same by registered mail or o y maintained for the transaction o	certified mail, postage prep business, or served in an	aid in an envelope addressed to the
b) After the expiration of one (1) year following the date on white embodied in this bond is prohibited by any law controlling the consperiod of limitation permitted by such law.			
<ul> <li>c) Other than in a seeke court of competent jurisdiction in and for situated, or in the United States District Court for the district in which if</li> </ul>	the county or other political sub he Project, or any part thereof, is	division of the state in whit situated, and not elsewhere	ch the Project, or any part thereof, is
4. The amount of this bond shall be reduced by and to the extant of mechanics' liens which may be filed of record against said improvements;			
Signed, seeled and dated this 29th day of January 2016	<b>,</b>	•	$T_{ij}^{2}$
Witness: 100mm 1/10	Principal: William A.	Thayer Constructi	on, Inc.
Name: Limin E. Howans	By. ////	m-	- Yick
	Name and Title: (2)	Wign A.	THATE 4116
Surety: Allied World Insurance Company	Ву:	$\sim$ $\circ$	
	Name: David K. Ma	ahler	as Attorney-in-Fact
Bond Number: S001-2758			
Premium Included			(CAO) (RISK)
SOR 1000 19:00 # 19:00 6232 - Page 258 of 263	e de la companya de l	•	

tion is beautiful

學性的 的复数电流

物技术表

Timothy J. Curry, Secretary

of Tark

CAO

RISK

ATTURE



31 %

त्यक्षेत्रं अनुस्य स्थान

Agreement #: Ag-5232 - Page 259 of 263

SUR 00046 00(3/2013)

# Allied World Surety

**排行程 5.80 医**型

Division of Allied World Insurance Company 30 S. 17th St., Suite 810 Philadelphia, PA 19103

## POWER OF ATTORNEY

	Issue Date: Dec	ember 23, 2015		No. 28650-A	1585	Single Transac	tion Limit: S	5,000,000		
		N BY THESE PF ance Company, a N		ration (the "Compa	ny") does hereby ap	point	en e	and the	ero.	AF III
	NAME(s):	David Mahler			David Dru					
a (1.17) 1.27 - 1.21	FIRM:	Drumi Group, Inc.	1135 Farragut Boul	evard Foster City,	CA 94404	, 60 may 740 AUS		2000 - 100 2000 - 100	- -,:::::::::::::::::::::::::::::::::::	Ni.
la de la companya de	and writings obligate	ory in the nature there	of, issued in the cou	rse of its business,	and to bind the Corr	s, recognizances and opens and opens and opens and opens are a company thereby. This Pos	wer of Attorney	shall remain		47
Har K	Date.			\$55 (\$75)		of business of the firs to be executed by the c	6. 350.		25 NA 474 NA 121 SA	A in.
e de la companion	duly authorized and This 23rd day of D	empowered to execu	ite on the Company's	s behalf.	LTH OF PENNSYLV		úncéií iaithear d	elow, świo iż	reira#	₽°°
				City of Phila	TARIAL SEAL ( BIELLI, Hotay Public Delphia Phila, County II Expres August 5, 2	77.0	2-Sip r Vice President	Surety		
Action of the second of the se	State of Pennsylva County of Philade On this 23rd day of De	<b>l</b> phia	)ss,	ned officer of ALLIED		()_ /2_ /0_				
	WORLD INSURANCE Of described herein, and affixed the seals of said	atknowledged that h	e executed the forego	oing Instrument and	M <sub>y</sub>	Notary Commission Explre	70. 777			
Electrical Control of the Control of	RESOLVED, that the prope Officers') be, and each here	r officers of the Corporation, by is, authorized to appoint (	the head of the surety busin one or more Allomeys in Fac	ess line for the Corporati	PANY (the "Corporation" on and their appointed desk and on behalf of the Corpor	"), on December 31, 2012 mees (each an "Authorized Off ston in the instruction of the O is obligatory in the nature there	omcany's surely bus	the "Authoritized ness to execula		
	RESOLVED, that in connec Power of Allomey or to any Corporation when so affixed	certificate relating thereto	by facsimile, and any such	Power of Allomey or cer	liticate bearing such tacsim	Officers and the seal of the Cor le signatures or facilitate seal stare thereof,	poration may be afficient to the state of th	ked to any such inding upon the		
# 10 mm / 10 m	wherever appearing upon a Prough manually affixed.	copy of any Power of Atlant Bon with the Corporation's In	ey of the Corporation, with s ansaction of surety business	ignalures affixed as most any such Altomey in Fe	above noted, shall be valid of delivering a secretadal or	e of any Authorized Officer, when binding upon the Corporali and binding upon the Corporali other certification that the foreg	on with the same for	ce and effect as		
	Corporation's transaction of	sents, certificates, agreeme sujely business, as such ny ancitary matters thereto a	nis, amendments, suppleme Authorized Officer shall in I	ints, instruments and oth his or her absolute disc	er documents whatsoever, allon deem or determine a	ppropriate), make, the and deliver and do any and all other lining appropriate and any of the lost to be conclusively evidenced by	whatsoever in con going resolutions, (	nection with the :		
The state of the s	, Timothy J. Curry, Secr of this corporation, and	etary of the ALLIED WO		ANY, do hereby cert		corpts of Resolution ador solution and the Power of				
	effect. IN WITNESS WHEREOF	have hereunto set my	hand and affixed the fa	2.17	porațion, thisda	yo <u>shikan</u>	20			
35 (S)		in the state of th	AND ALL ALLES	Mala state	on and the	ZM Com	. ĝes	use st.	10015.	ee.

#### CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

**CIVIL CODE § 1189** 

	ficate verifies only the identity of the individual who signed the the truthfulness, accuracy, or validity of that document.
State of California	<b>)</b>
County ofSan Mateo	)
On January 29, 2016 before me, S	oy Wong, Notary Public
Date	Here Insert Name and Title of the Officer
personally appeared <u>David K. Mahler</u>	
	Name(s) of Signer(s)
subscribed to the within instrument and acknowledge	ry evidence to be the person(s) whose name(s) is/are owledged to me that he/she/they executed the same in his/her/their signature(s) on the instrument the person(s) acted, executed the instrument.
·	I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
SOY WONG	WITNESS my hand and official seal.
Commission # 2051554	.9
Notary Public - California Ž San Mateo County	Signature Signature
My Comm. Expires Dec 12, 2017	Signature of Notary Public
•	
	· · ·
Place Notary Seal Above	
	PTIONAL
	is information can deter alteration of the document or his form to an unintended document.
Description of Attached Document	
Title or Type of Document:	
	han Named Above:
Capacity(les) Claimed by Signer(s)	Clausiula Nimia.
Signer's Name: □ Corporate Officer — Title(s):	Signer's Name:
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	🗀 Individual 🔲 Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
- A.I.	☐ Other:
Other:	Signer Is Representing:

©2014 National Notary Association • www.NationalNotary.org • 1-800-US NOTARY (1-800-876-6827) | Item #5907



# NONCOLLUSION DECLARATION TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

foregoing bid.  of William A Thungy (on A multion, Tibe party making the
The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. 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. All statements contained in the bid are true. 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, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.
Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.
I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on this 13 day of 100 tm bt/ 201/5 in 16ty). [city], 100 to 100 t
andlaly
William A Thanur. President
Printed Name and Title

REV 09/21/2015



The undersigned declares:

#### DEBARMENT AND SUSPENSION CERTIFICATION

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 state, federal, or local agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any state, federal, or local agency within the past 3 years;
- Does not have a proposed debarment pending; and
- Has not be 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.

I declare under penalty of perjury that the foregoing is true and correct and that this certification is signed this 13 day of 11011110 2015 in 5011105 [city], 1101110 [city], 1101110 [city]

Signature

Illiam A Thaner, President

Gen Mun Bldg 2016 City



# Certification of Good-Faith Effort to Hire Monterey Bay Area Residents (Prime Contractor – To be Submitted with Bid)

	a licensed contractor, or responsible managing officer,
of the company known as William A Thu	
do hereby certify, under penalty of perjury, that	Phave met, or made a good-faith effort to meet, the
	cle 2 of Chapter 28. Further, I certify that during the
	ate record on a standardized form showing the name,
	iployed, proof of qualified individual status, per diem
	y the company on the specific public works project,
	orary employees, and provide such records to the City
	erstand that I am responsible for insuring that any
	mplies with this ordinance, including submitting a
	Bay Residents, and to keeping accurate records as

Molumbur 13, 2015

Gen Mun Bldg 2016 City

