CONTRACT DOCUMENTS
FOR THE CONSTRUCTION OF

CONSTRUCT PERIMETER FENCE
PHASE I

REEDLEY MUNICIPAL AIRPORT
CITY OF REEDLEY
REEDLEY, CALIFORNIA

FAA AIP PROJECT NO. 3-06-0196-15-2013 (D)

MAY 2014
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FOR THE CONSTRUCTION OF

CONSTRUCT PERIMETER FENCE
PHASE I

REEDLEY MUNICIPAL AIRPORT
CITY OF REEDLEY
REEDLEY, CALIFORNIA

FAA AIP PROJECT NO. 3-06-0196-15-2013 (D)

C&S ENGINEERS, INC.

PROJECT NO. H35.006.002
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NOTICE TO BIDDERS
FOR THE CONSTRUCTION OF
CONSTRUCT PERIMETER FENCE – PHASE I
AT
REEDLEY MUNICIPAL AIRPORT
CITY OF REEDLEY, CALIFORNIA

Sealed proposals for the construction of Contract will be received at the City of Reedley, Office of the City Engineer, 1733 9th Street, Reedley, California 93654 until 3:00PM, local time, July 15, 2014 and there, at said office, at said time, publicly opened and read aloud.

This project generally includes the removal and replacement of approximately 3,200 linear feet of perimeter fence.

Copies of the above described Contract Documents may be examined at no expense at the Office of the City Engineer, Reedley City Hall, having an address of 1717 9th Street, Reedley, California 93654, the Office of C&S Engineers, Inc., having an address of 8880 Cal Center Drive, Suite 400, Sacramento, California 95826, and at the Fresno Reprographics Online Plan Room (www.fresnoplanroom.com).

Prospective bidders must be on the City of Reedley’s plan holders list in order to submit a bid proposal and to receive addendums issued by the City of Reedley.

Each proposal must be accompanied by a certified check or bid bond, in the amount of ten percent (10%) of the total maximum proposal price (combination of base bid or alternate bid plus add-on items) for the contract in the form and subject to the conditions provided in the Preparation of Proposal.

Any questions regarding this project shall be directed in writing via email to Jessica Mullen, P.E., CM of C&S Engineers, Inc. at email: jmullen@cscos.com

All prospective bidders are encouraged to visit the airport prior to submitting a bid. A formal pre-bid meeting will be held on July 2, 2014 at 11:00AM at the airport.

The Owner reserves the right to waive any informality in the proposal, and to reject any and all proposals.

CITY OF REEDLEY

END OF ADVERTISEMENT
## QUANTITIES FOR CANVASS OF BIDS

REEDLEY MUNICIPAL AIRPORT  
CITY OF REEDLEY, CALIFORNIA  
CONSTRUCT PERIMETER FENCE - PHASE I  
FISCAL YEAR 2014

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PROPOSAL
FOR THE CONSTRUCTION OF
CONSTRUCT PERIMETER FENCE – PHASE I
AT
REEDLEY MUNICIPAL AIRPORT
CITY OF REEDLEY, CALIFORNIA

TO: CITY OF REEDLEY
1717 NINTH STREET
REEDLEY, CALIFORNIA 93654

The undersigned, as bidder, hereby declares that he/she has examined the site of the work and informed himself/herself fully in regard to all conditions pertaining to the place where the work is to be done; that he/she has examined and read the Contract Documents and Contract Drawings for the work and all addenda relative thereto furnished prior to the opening of bids; that he/she has satisfied himself/herself relative to the work to be performed.

The bidder understands that the advertisement, located in the front of these Contract Documents, contains the location and a description of the proposed construction, as well as indicates the place, date, and time of the proposal opening; information about a Pre-Bid conference, if scheduled, is contained in the advertisement; a listing of estimated quantities is located in the front of these Contract Documents; the time in which the work must be completed shall be in accordance with the subsection titled FAILURE TO COMPLETE ON TIME of Section 80. If the bidder considers that the time to complete the work is inadequate, they should not submit a bid.

The bidder understands the quantities for bid items listed on the proposal sheets are estimated quantities only for the purpose of comparing bids; any difference between these estimated quantities and actual quantities required for construction shall not be taken as a basis for claims by the Contractor for extra compensation; compensation will be based upon the unit prices and actual construction quantities.

The bidder understands that the description under each item, being briefly stated, implies, although it does not mention, all incidentals and that the prices stated are intended to cover all such work, materials and incidentals as constitute bidder's obligations as described in the specifications and any details not specifically mentioned, but evidently included in the Contract shall be compensated for in the item which most logically includes it.

The bidder understands that proposal guaranty shall be in the form of a bid bond or certified check in the amount of ten percent (10%) of this bid in accordance with the subsection titled BID GUARANTEE of Section 20; the proposal guaranty shall become the property of the Owner in the event the Contract and bond(s) are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

The bidder agrees that upon receipt of written notice of the acceptance of this proposal, bidder will execute the Contract attached within 15 days and deliver a Surety Bond or Bonds as required by the subsection titled REQUIREMENTS OF CONTRACT BONDS OF Section 30. The bidder further agrees to commence construction with an adequate work force, plant and equipment on the date stated in the written notice to proceed and will progress therewith to its completion within the time stated, and in
accordance with this Contract and Specification.

The bidder states that this proposal is based upon prevailing wages in County of Fresno, State of California and in no case are wages considered less than those predetermined by the State and Federal Departments of Labor, schedules of which are contained in the Contract Documents.

The bidder proposes and agrees, if this Proposal is accepted, to contract in the form of contract specified with the City of Reedley (Owner), to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary to complete the construction of the Construct Perimeter Fence, Phase I project in full and complete accordance with the shown, noted, described and reasonably intended requirements of the Contract Documents and Contract Drawings, to the full and entire satisfaction of the above said Owner, with a definite understanding that no money will be allowed for extra work except as set forth in the attached Contract Documents, for the unit prices listed for each item.

BIDDER, IF AN INDIVIDUAL:

BY: ____________________________________________

(Printed Name)

___________________________________________

(Signature)

COMPANY NAME: ________________________________

ADDRESS: ______________________________________

PHONE NO: _____________________________________

DATE: __________________________________________
BIDDER, IF A PARTNERSHIP (GIVE NAMES AND ADDRESSES OF EACH PARTNER):

BY: ____________________________________________
    (Printed Name)

_______________________________________________
    (Signature)

COMPANY NAME:________________________________

ADDRESS:______________________________________

PHONE NO:______________________________________

DATE: _________________________________________

PARTNER'S NAME:______________________          PARTNER'S NAME:______________________

BUSINESS ADDRESS:____________________________

PARTNER'S NAME:______________________          PARTNER'S NAME:______________________

BUSINESS ADDRESS:____________________________

PARTNER'S NAME:______________________          PARTNER'S NAME:______________________

BUSINESS ADDRESS:____________________________
BIDDER, IF A CORPORATION:

BY: ____________________________________________
    (Printed Name & Title)

______________________________________________
    (Signature)

CORPORATION
NAME: __________________________________________

ADDRESS: __________________________________________ (SEAL)

______________________________________________

STATE OF CORPORATION
CHARTER: __________________________________________

PHONE NO: _________________________________________

DATE: _____________________________________________

PRESIDENT’S
NAME: ___________________________________________

BUSINESS
ADDRESS: _________________________________________

SECRETARY’S
NAME: ___________________________________________

BUSINESS
ADDRESS: _________________________________________

TREASURER’S
NAME: ___________________________________________

BUSINESS
ADDRESS: _________________________________________
ATTACHMENTS TO PROPOSAL

BIDDER and his/her surety, where appropriate, have completed and executed the attached documents which are identified below.

Contractor’s Certification of Eligibility

Non-Collusion Declaration

Buy American Preferences & Certificate

Certifications:
  - Certification of Non-Segregated Facilities
  - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

Certification for Receipt of Addenda

Statement of Surety’s Intent

List of Subcontractors

Disadvantaged Business Enterprise Requirements

Safety Plan Compliance Document (SPCD) and Certification
CONTRACTOR'S CERTIFICATION OF ELIGIBILITY

The bidder/offeror certifies, by submission of this proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

The bidder/offeror further agrees by submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the bidder/offer/contractor or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/proposal.

That the information above is true and complete to the best of my knowledge.

______________________________
Printed Name and Title

______________________________  ______________________________
Signature                          Date

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

The full names and residences of all persons interested in this proposal as principals are as follows:

_________________________________________________________________

_________________________________________________________________

_________________________________________________________________

_________________________________________________________________

_________________________________________________________________

_________________________________________________________________

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_________________________________________________________________

(This form must be completed and submitted with the Proposal.)
NON-COLLUSION DECLARATION

The undersigned declares:

I am the ______________________ of ____________________, the 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 ______ [date], at ______ [city], ______state.

Affix Seal

BIDDER: ________________________________

if Principal is Corporation

BY: ________________________________

TITLE: ________________________________

STATE OF CALIFORNIA)

SS:

COUNTY OF _________)

On the ______ day of ____________, 20__, before me personally came ____________________________

to me known, who, being by me duly sworn, did swear and affirm that he/she resides at _________________

; that he/she is the __________________________; that he/she executed the foregoing Non-Collusive Certification on behalf of such Bidder; that he/she signed the foregoing Non-Collusive Certification; and that, to the best of his knowledge and belief, the statement made in the foregoing Non-Collusive Certification is true.

________________________

NOTARY PUBLIC

MY COMMISSION EXPIRES: ________________________________

(This form must be completed and submitted with the Proposal.)
BUY AMERICAN PREFERENCES

(a) The Aviation Safety and Capacity Expansion Act of 1990 provides that preference be given to steel and manufactured products produced in the United States when funds are expended pursuant to a grant issued under the Airport Improvement Program. The following terms apply:

1. Steel and manufactured products. As used in this clause, steel and manufactured products include (1) steel produced in the United States or (2) a manufactured product produced in the United States, if the cost of its components mined, produced or manufactured in the United States exceeds 60 percent of the cost of all its components and final assembly has taken place in the United States. Components of foreign origin of the same class or kind as the products referred to in subparagraphs b. (1) or (2) shall be treated as domestic.

2. Components. As used in this clause, components means those articles, materials, and supplies incorporated directly into steel and manufactured products.

3. Cost of Components. This means the costs for production of the components, exclusive of final assembly labor costs.

(b) The successful bidder will be required to assure that only domestic steel and manufactured products will be used by the Contractor, subcontractors, materialmen and suppliers in the performance of this contract, except those:

1. that the US Department of Transportation has determined, under the Aviation Safety and Capacity Expansion Act of 1990, are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality;

2. that the US Department of Transportation has determined, under the Aviation Safety and Capacity Expansion Act of 1990, that domestic preference would be inconsistent with the public interest; or

3. that inclusion of domestic material will increase the cost of the overall project contract by more than 25 percent.

BUY AMERICAN CERTIFICATE

By submitting a bid/proposal under this solicitation, except for those items listed by the offeror below or on a separate and clearly identified attachment to this bid/proposal, the offeror certifies that steel and each manufactured product, are produced in the United States, as defined in the clause Buy American - Steel and Manufactured Products for Construction Contracts) and that components of unknown origin are considered to have been produced or manufactured outside the United States.

Offerors may obtain from the owner a listing of articles, materials and supplies excepted from this provision.

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CERTIFICATIONS

BIDDER'S NAME: ____________________________________________________________

ADDRESS: ________________________________________________________________

TELEPHONE NO.: ___________________________ FAX NO. _______________________

IRS EMPLOYER IDENTIFICATION NUMBER: ________________________________

CERTIFICATION OF NON-SEGREGATED FACILITIES - 41 CFR PART 60-1.8

CERTIFICATION OF NONSEGREGATED FACILITIES:

The federally-assisted construction contractor certifies that she or he does not maintain or provide, for his employees, any segregated facilities at any of his establishments and that she or he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally-assisted construction contractor certifies that she or he will not maintain or provide, for his employees, segregated facilities at any of his establishments and that she or he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The federally-assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms, and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directives or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The federally-assisted construction contractor agrees that (except where she or he has obtained identical certifications from proposed subcontractors for specific time periods) she or he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity Clause and that she or he will retain such certifications in his files.

NOTICE TO PROSPECTIVE FEDERALLY ASSISTED CONSTRUCTION CONTRACTORS:

1. A Certification of Non-segregated Facilities shall be submitted prior to the award of a federally-assisted construction contract exceeding $10,000 which is not exempt from the provisions of the Equal Opportunity Clause.

2. Contractors receiving federally-assisted construction contract awards exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity Clause will be required to provide for the forwarding of the following notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed $10,000 and are not exempt from the provisions of the Equal Opportunity Clause.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.
NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENTS FOR CERTIFICATION OF NON-SEGREGATED FACILITIES:

1. A Certification of Non-segregated Facilities shall be submitted prior to the award of a subcontract exceeding $10,000, which is not exempt from the provisions of the Equal Opportunity Clause.

2. Contractors receiving subcontract awards exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity Clause will be required to provide for the forwarding of this notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed $10,000 and are not exempt from the provisions of the Equal Opportunity Clause.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

The bidder certifies, by submission of this proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the bidder or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/proposal.

Printed Name & Title: __________________________________________________________

Signature: ________________________________________________________________

Date: __________________________

(This form must be completed and submitted with the Proposal.)
CERTIFICATION FOR RECEIPT OF ADDENDA

Receipt of the following Addenda is acknowledged:

ADDENDUM NO.: ___________________________  DATED: _______________________

ADDENDUM NO.: ___________________________  DATED: _______________________

ADDENDUM NO.: ___________________________  DATED: _______________________

ADDENDUM NO.: ___________________________  DATED: _______________________

________________________________________________________________________
(Firm or Corporation Making Bid)

________________________________________________________________________
(Signature of Authorized Person)

P.O. Address: _____________________________

Dated: _____________________________

(This form must be completed and submitted with the Proposal.)
STATEMENT OF SURETY'S INTENT

TO:  City of Reedley

We have reviewed the bid of ____________________________ (Contractor)
of ____________________________ (Address)
for the CONSTRUCT PERIMETER FENCE – PHASE I project for which bids will be received on: ____________________________ (Bid Opening Date)

and wish to advise that should this Bid of the Contractor be accepted and the Contract awarded to him, it is our present intention to become surety on the performance bond and labor and material bond required by the Contract.

Any arrangement for the bonds required by the Contract is a matter between the Contractor and ourselves and we assure no liability to you or third parties if for any reason we do not execute the requisite bonds.

We are duly authorized to do business in the State of California.

ATTEST: ____________________________ ____________________________

____________________________
Surety's Authorized Signature(s)

(Corporate seal, if any. If no seal, write "No Seal" across this place and sign.)

ATTACH PROPOSAL GUARANTEE

ATTACH POWER OF ATTORNEY

(This form must be complete and submitted with the Proposal. Copies of this form may be filled out and attached to this page.)
**LIST OF SUBCONTRACTORS**

The bidder is required to furnish the following information in accordance with the provisions of Section 4100 to 4113, inclusive, of the Public Contract Code of the State of California.

<table>
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<tr>
<th>Name Subcontractor is licensed under:</th>
<th>License Number:</th>
<th>Address of Subcontractor:</th>
<th>Percent (%) of Total Contract:</th>
<th>Specific Description of Subcontract:</th>
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(This form must be completed and submitted with the Proposal. Copies of this form may be filled out and attached to this page.)
DISADVANTAGED BUSINESS ENTERPRISE (DBE) STATEMENT

The requirements of 49 CFR Part 26, Regulations of the U.S. Department of Transportation, apply to this contract. It is the policy of the Sponsor to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. All firms qualifying under this solicitation are encouraged to submit proposals. Award of this contract will be conditioned upon satisfying the DBE requirements of this contract. These requirements apply to all bidders, including those who qualify as a DBE. A DBE contract goal of 10 percent has been established for this contract. The bidder shall make good faith efforts, as defined in Appendix A, 49 CFR Part 26, to meet the contract goal for DBE participation in the performance of this contract. Excerpts from 49 CFR Part 26 are included in Section 70-25.

Within 15 days after the opening of bids and before award of the contract, all bidders wishing to remain in competition for award of this contract shall submit The Contractor’s DBE Plan to the Owner. The Contractor’s DBE Plan Form and DBE Letter Of Intent Form are located at the end of Section 70.

CERTIFICATION OF BIDDER:

The undersigned bidder will satisfy the DBE requirements of these specifications in the following manner (please check the appropriate space):

_____ The bidder is committed to meeting or exceeding the DBE utilization goal stated above on this contract.

_____ The bidder, if unable to meet the DBE utilization goal stated above, is committed to a minimum of ____% DBE utilization on this contract, and will submit documentation demonstrating good faith efforts.

Name of Bidder's Firm: ________________________________________________________________

Street Address: ________________________________________________________________

City: __________________________ State: __________________________ Zip: _____________

Bidder’s Status: DBE: Non-DBE:

Age of Firm: ____________

Annual Gross Receipts of Firm: ______________________________________________________

IRS Number: ________________________________________________________________

__________________________________________

Signature and Title

(This form must be completed and submitted with the Proposal.)
BIDDER’S QUESTIONNAIRE AND STATEMENTS

California Public Contract Code Section 10162

All prospective bidders, under penalty of perjury, shall complete the following questionnaire. Has such prospective bidder, any officer of such bidder, or any employee of such bidder who has a proprietary interest in such bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

YES ___  NO ___

If so, explain the circumstances in the space below.

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

California Public Contract Code Section 10232

In accordance with Public Contract Code Section 10232, the prospective bidder, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the bidder within the immediately preceding two year period because of the bidder's failure to comply with an order of a federal court which orders the bidder to comply with an order of the National Labor Relations Board. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement.

California Public Contract Code Section 10285.1

In accordance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder (has ___) (has not ___) been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement.

(This form must be completed and submitted with the Proposal.)
NON-COLLUSION DECLARATION
Title 23 United States Code Section 112 and California Public Contract Code Section 7106

The undersigned declares:

I am the _______________ of _______________, the 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 non-collusion declaration, bidder questionnaires and statements, in accordance with California Public Contract Code Sections 7106, 10162, 10232, and 10285.1, is true and correct and that this declaration is executed on ______________________ [date], at ______________________ [city], ________________ [state].

Affix Seal

if Principal is Corporation

BY:

TITLE:

STATE OF CALIFORNIA)

SS:

COUNTY OF __________)

On the _____ day of __________, 20__, before me personally came ______________________
to me known, who, being by me duly sworn, did swear and affirm that he/she resides at ______________

_________________________; that he/she is the ________________________________
of the Bidder herein and signs the foregoing non-collusion declaration, bidder questionnaires and statements, in accordance with California Public Contract Code Sections 7106, 10162, 10232, and 10285.1 on behalf of such Bidder; that he/she executed the foregoing California Public Contract Code requirements; and that, to the best of his knowledge and belief, the statement made in the foregoing declarations and are true.

_______________________________

NOTARY PUBLIC

MY COMMISSION EXPIRES: ________________________________

(This form must be completed and submitted with the Proposal.)
AGREEMENT

THIS AGREEMENT is dated as of the _____ day of _______________ in the year 20___ by and between the City of Reedley, a California municipal corporation, having an address at 1733 Ninth Street, Reedley, California 93654 (hereinafter called Owner) and ________________________________________ having an address at __________________________________________________________________________ (hereinafter called Contractor).

Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 - WORK

Contractor shall perform, construct and complete all Work as specified and indicated in the Construct Perimeter Fence, Phase I, Contract.

ARTICLE 2 - CONTRACT TIMES

2.1 **Contract Time.** The Work shall be substantially complete within the Contract Time as stated in General Provisions Section 80-08 “Failure to Complete on Time”, and accepted in accordance with General Provisions Section 50-15 “Final Acceptance”. In addition, intermediate stages or sequences of the Work shall be substantially completed and accepted as in accordance with General Provisions Section 80-08. The contract time for this contract is sixty (60) calendar days.

2.2 **Damages for Delay in Completion.** If the Work is uncompleted after the Contract Time, including all extensions and adjustments in accordance with General Provisions Section 80-07 “Determination and Extension of Contract Time”, the sum stipulated in General Provisions Section 80-08 “Failure to Complete on Time” will be deducted from any money due or to become due the Contractor or their surety. Such deducted sums shall not be deducted as a penalty but shall be considered as liquidation of a reasonable portion of damages including but not limited to additional engineering services that will be incurred by the Owner should the Contractor fail to complete the work in the Contract Time provided in this Contract.

ARTICLE 3 - CONTRACT PRICE

3.1 The Owner will pay Contractor for completion of the Work in accordance with the Contract for the Total ______________________ in the amount of $________________, hereby identified as the Contract Price, as shown in the Contractor's Proposal, with discrepancies corrected in accordance with General Provisions Section 30-01 “Consideration of Proposals” if applicable.

3.2 When unit bid price items are included in the Contract Price, the quantities of various units contained in the Proposal are estimated and payment to the Contractor will be made only for the actual quantities of units that are incorporated in the Work or materials furnished in accordance with the plans and specifications, as determined by the Engineer in accordance with General Provisions Section 90, “Measurement and Payment”.

ARTICLE 4 - PAYMENT PROCEDURES

4.1 **Partial Payments.** Partial payments will be made at least once per month based on the Engineer’s estimate in accordance with General Provisions Section 90, “Measurement and Payment”. Progress payments will be made in accordance with General Provision Section 90-06, “Partial Payments”.
4.2 **Retainage.** From the total of the amount determined to be payable on a partial payment, the amount specified in General Provisions Section 90-06, “Partial Payments”, will be deducted and retained by the Owner until the final payment is made.

4.3 **Final Payment:** Final payment will be made in accordance with General Provisions Section 90-09, “Acceptance and Final Payment”.

**ARTICLE 5 - CONTRACTOR'S REPRESENTATIONS**

In executing this Agreement, Contractor makes the following representations:

5.1 Contractor has examined and carefully studied the Contract including Addenda.

5.2 Contractor has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.

5.3 Contractor is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.

5.4 Contractor has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the Contract. Contractor acknowledges that such reports and drawings are not part of the Contract and may not be complete for Contractor's purposes. Contractor acknowledges that Owner and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract with respect to Underground Facilities at or contiguous to the site. Contractor does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract.

5.5 Contractor is aware of the general nature of work to be performed by Owner and others at the site that relates to the Work as indicated in the Contract.

5.6 Contractor has correlated the information known to Contractor, information and observations obtained from visits to the site, reports and drawings identified in the Contract and all additional examinations, investigations, explorations, tests, studies and data with the Contract.

5.7 Contractor has given Design Engineer written notice of all conflicts, errors, ambiguities or discrepancies that Contractor has discovered in the Contract and the written resolution thereof by the Design Engineer is acceptable to Contractor, and the Contract is generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

**ARTICLE 6 - CONTRACT**

The Contract which comprises the entire Agreement between Owner and Contractor concerning the Work consists of the following:

6.1 The Proposal with discrepancies corrected.

6.2 This Agreement.
6.3 The Contractor’s Performance Bond and Payment Bond.

6.4 The Contractor’s Certificates of Insurance.

6.5 The Notice of Award and Notice to Proceed.

6.6 The General Provisions and the Technical Specifications, which are a part of the Contract.

6.7 The Contract Drawings as listed in the Table of Contents.

6.8 Addenda listed below:

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<th>Addendum No.</th>
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6.9 There are no documents other than those listed above in this Article 6. The Contract may only be modified by Supplement Agreement.

**ARTICLE 7 - MISCELLANEOUS**

7.1 Terms used in this Agreement shall have the meanings in the General Provision Section 10, “Definition of Terms”.

7.2 No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract.

7.3 Owner and Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract.

7.4 Any provision or part of the Contract held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner or Contractor, who agree that the Contract shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
IN WITNESS WHEREOF, Owner and Contractor have signed five (5) copies of this Agreement. This Agreement will be effective on the day and year first above written.

CITY OF REEDLEY

By: ________________________________ (SEAL)
    Nicole R. Zieba
    City Manager

Approved as to form:

By: ________________________________
    Scott Cross, City Attorney

CONTRACTOR:

__________________________________ (SEAL)
    (Company Name)

__________________________________
    (Signature)

__________________________________
    (Printed Name)

__________________________________
    (Printed Title)
(ACKNOWLEDGMENT OF OFFICER OF OWNER)

STATE OF 
COUNTY OF 

On the ______ day of _____________ in the year 20__, before me, the undersigned, a Notary Public in and for said State, personally appeared , personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

________________________________________
Notary Public

(ACKNOWLEDGMENT OF CONTRACTOR, IF A CORPORATION)

STATE OF ________________
COUNTY OF ________________

On the ______ day of _____________ in the year 20__, before me, the undersigned, a Notary Public in and for said State, personally appeared ________________________________ to me known, who, being by me duly sworn, did depose and say that he/she/they reside(s) at _____________________________________________________________________________,

that he/she/they is(are) the ______________________ of _______________________________________,

the corporation described in and which executed the above instrument; and that he/she/they know(s) the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by authority of the board of directors of said corporation, and that he/she/they signed his/her/their name(s) thereto by like authority.

________________________________________
Notary Public
(ACKNOWLEDGMENT OF CONTRACTOR, IF OTHER THAN A CORPORATION)

STATE OF __________________________
COUNTY OF ____________

On the ________ day of _______________ in the year 20__, before me, the undersigned, a Notary Public in and for said State, personally appeared ________________________________, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

____________________________
Notary Public

(CERTIFICATE OF OWNER'S ATTORNEY)

I, the undersigned, ____________________________________________________________, the duly authorized and acting legal representative of the Owner, do hereby certify as follows:

I have examined the foregoing Contract and surety bond and the manner of execution thereof, and I am of the opinion that each of the aforesaid Agreements has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said Agreements on behalf of the respective parties named therein; and that the foregoing Agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with the terms, conditions, and provisions thereof.

____________________________
Owner’s Attorney

____________________________
Date

END OF AGREEMENT
Section 10 Definition of Terms

Whenever the following terms are used in these specifications, in the contract, or in any documents or other instruments pertaining to construction where these specifications govern, the intent and meaning shall be interpreted as follows:

10-01 AASHTO. The American Association of State Highway and Transportation Officials, the successor association to AASHO.

10-02 ACCESS ROAD. The right-of-way, the roadway and all improvements constructed thereon connecting the airport to a public highway.

10-03 ADVERTISEMENT. A public announcement, as required by local law, inviting bids for work to be performed and materials to be furnished.

10-04 AIP. The Airport Improvement Program, a grant-in-aid program, administered by the Federal Aviation Administration.

10-05 AIR OPERATIONS AREA. For the purpose of these specifications, the term air operations area shall mean any area of the airport used or intended to be used for the landing, takeoff, or surface maneuvering of aircraft. An air operation area shall include such paved or unpaved areas that are used or intended to be used for the unobstructed movement of aircraft in addition to its associated runway, taxiway, or apron.

10-06 AIRPORT. Airport means an area of land or water which is used or intended to be used for the landing and takeoff of aircraft; an appurtenant area used or intended to be used for airport buildings or other airport facilities or rights of way; and airport buildings and facilities located in any of these areas, and includes a heliport. The name of the Airport where this project is located is Reedley Municipal Airport.


10-08 AWARD. The acceptance, by the Owner, of the successful bidder’s proposal.

10-09 BIDDER. Any individual, partnership, firm, or corporation, acting directly or through a duly authorized representative, who submits a proposal for the work contemplated.

10-10 BUILDING AREA. An area on the airport to be used, considered, or intended to be used for airport buildings or other airport facilities or rights-of-way together with all airport buildings and facilities located thereon.

10-11 CALENDAR DAY. Every day shown on the calendar.

10-12 CHANGE ORDER. A written order to the Contractor covering changes in the plans, specifications, or proposal quantities and establishing the basis of payment and contract time adjustment, if any, for the work affected by such changes. The work, covered by a change order, shall be within the scope of the contract.

10-13 CONTRACT. The written agreement covering the work to be performed. The awarded contract shall include, but is not limited to: The Advertisement; The Proposal; The Agreement; The Performance Bond; The Payment Bond; any required insurance certificates; The Specifications; The Plans, and any addenda issued to bidders.
10-14 **CONTRACT ITEM (PAY ITEM).** A specific unit of work for which a price is provided in the contract.

10-15 **CONTRACT TIME.** The number of calendar days or working days, stated in the proposal, allowed for completion of the contract, including authorized time extensions. If a completion date is stated in the proposal, in lieu of a number of calendar or working days, the contract shall be completed by that date.

10-16 **CONTRACTOR.** The individual, partnership, firm, or corporation primarily liable for the acceptable performance of the work contracted and for the payment of all legal debts pertaining to the work who acts directly or through lawful agents or employees to complete the contract work.

10-17 **DRAINAGE SYSTEM.** The system of pipes, ditches, and structures by which surface or subsurface waters are collected and conducted from the airport area.

10-18 **ENGINEER.** The individual, partnership, firm, or corporation duly authorized by the Owner to be responsible for engineering inspection of the contract work and acting directly or through an authorized representative. The Engineer for this project is C&S Engineers, Inc., 8880 Cal Center Drive, Suite 400, Sacramento, CA 95826.

10-19 **EQUIPMENT.** All machinery, together with the necessary supplies for upkeep and maintenance, and also all tools and apparatus necessary for the proper construction and acceptable completion of the work.

10-20 **EXTRA WORK.** An item of work not provided for in the awarded contract as previously modified by change order or supplemental agreement, but which is found by the Engineer to be necessary to complete the work within the intended scope of the contract as previously modified.

10-21 **FAA.** The Federal Aviation Administration of the U.S. Department of Transportation. When used to designate a person, FAA shall mean the Administrator or his/her duly authorized representative.

10-22 **FEDERAL SPECIFICATIONS.** The Federal Specifications and Standards, Commercial Item Descriptions, and supplements, amendments, and indices thereto are prepared and issued by the General Services Administration of the Federal Government. They may be obtained from:

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DODSSP
Standardization Document Order Desk
700 Robbins Avenue, Bldg. 4D
Philadelphia, PA 19111-5094
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10-23 **FORCE ACCOUNT.** Force account construction work is construction that is accomplished through the use of material, equipment, labor, and supervision provided by the Owner or by another public agency pursuant to an agreement with the Owner.

10-24 **INSPECTOR.** An authorized representative of the Engineer assigned to make all necessary inspections and/or tests of the work performed or being performed, or of the materials furnished or being furnished by the Contractor.

10-25 **INTENTION OF TERMS.** Whenever, in these specifications or on the plans, the words “directed,” “required,” “permitted,” “ordered,” “designated,” “prescribed,” or words of like import are used, it shall be understood that the direction, requirement, permission, order, designation, or prescription
of the Engineer is intended; and similarly, the words “approved,” “acceptable,” “satisfactory,” or words of like import, shall mean approved by, or acceptable to, or satisfactory to the Engineer, subject in each case to the final determination of the Owner.

Any reference to a specific requirement of a numbered paragraph of the contract specifications or a cited standard shall be interpreted to include all general requirements of the entire section, specification item, or cited standard that may be pertinent to such specific reference.

10-26 LABORATORY. The official testing laboratories of the Owner or such other laboratories as may be designated by the Engineer.

10-27 LIGHTING. A system of fixtures providing or controlling the light sources used on or near the airport or within the airport buildings. The field lighting includes all luminous signals, markers, floodlights, and illuminating devices used on or near the airport or to aid in the operation of aircraft landing at, taking off from, or taxiing on the airport surface.

10-28 MAJOR AND MINOR CONTRACT ITEMS. A major contract item shall be any item that is listed in the proposal, the total cost of which is equal to or greater than 20 percent of the total amount of the award contract. All other items shall be considered minor contract items.

10-29 MATERIALS. Any substance specified for use in the construction of the contract work.

10-30 NOTICE TO PROCEED. A written notice to the Contractor to begin the actual contract work on a previously agreed to date. If applicable, the Notice to Proceed shall state the date on which the contract time begins.

10-31 OWNER. The term “Owner” shall mean the party of the first part or the contracting agency signatory to the contract. For AIP contracts, the term “sponsor” shall have the same meaning as the term “Owner.” Where the term “Owner” is capitalized in this document, it shall mean airport owner or sponsor only.

Whenever the words “Owner”, “Sponsor”, “City of Reedley”, “City”, or “Party of the first part” are used, the same are understood to mean the City of Reedley, California or its representative duly authorized to act.

10-32 PAVEMENT. The combined surface course, base course, and subbase course, if any, considered as a single unit.

10-33 PAYMENT BOND. The approved form of security furnished by the Contractor and his/her surety as a guaranty that he will pay in full all bills and accounts for materials and labor used in the construction of the work.

10-34 PERFORMANCE BOND. The approved form of security furnished by the Contractor and his/her surety as a guaranty that the Contractor will complete the work in accordance with the terms of the contract.

10-35 PLANS. The official drawings or exact reproductions which show the location, character, dimensions and details of the airport and the work to be done and which are to be considered as a part of the contract, supplementary to the specifications.

10-36 PROJECT. The agreed scope of work for accomplishing specific airport development with respect to a particular airport.
10-37 PROPOSAL. The written offer of the bidder (when submitted on the approved proposal form) to perform the contemplated work and furnish the necessary materials in accordance with the provisions of the plans and specifications.

10-38 PROPOSAL GUARANTY. The security furnished with a proposal to guarantee that the bidder will enter into a contract if his/her proposal is accepted by the Owner.

10-39 RUNWAY. The area on the airport prepared for the landing and takeoff of aircraft.

10-40 SPECIFICATIONS. A part of the contract containing the written directions and requirements for completing the contract work. Standards for specifying materials or testing which are cited in the contract specifications by reference shall have the same force and effect as if included in the contract physically.

10-41 SPONSOR. See definition above of “Owner.”

10-42 STRUCTURES. Airport facilities such as bridges; culverts; catch basins, inlets, retaining walls, cribbing; storm and sanitary sewer lines; water lines; underdrains; electrical ducts, manholes, handholes, lighting fixtures and bases; transformers; flexible and rigid pavements; navigational aids; buildings; vaults; and, other manmade features of the airport that may be encountered in the work and not otherwise classified herein.

10-43 SUBGRADE. The soil that forms the pavement foundation.

10-44 SUPERINTENDENT. The Contractor’s executive representative who is present on the work during progress, authorized to receive and fulfill instructions from the Engineer, and who shall supervise and direct the construction.

10-45 SUPPLEMENTAL AGREEMENT. A written agreement between the Contractor and the Owner covering (1) work that would increase or decrease the total amount of the awarded contract, or any major contract item, by more than 25 percent, such increased or decreased work being within the scope of the originally awarded contract; or (2) work that is not within the scope of the originally awarded contract.

10-46 SURETY. The corporation, partnership, or individual, other than the Contractor, executing payment or performance bonds that are furnished to the Owner by the Contractor.

10-47 TAXIWAY. For the purpose of this document, the term taxiway means the portion of the air operations area of an airport that has been designated by competent airport authority for movement of aircraft to and from the airport’s runways or aircraft parking areas.

10-48 WORK. The furnishing of all labor, materials, tools, equipment, and incidentals necessary or convenient to the Contractor’s performance of all duties and obligations imposed by the contract, plans, and specifications.

10-49 WORKING DAY. A working day shall be any day other than a legal holiday, Saturday, or Sunday on which the normal working forces of the Contractor may proceed with regular work for at least 6 hours toward completion of the contract. When work is suspended for causes beyond the Contractor’s control, Saturdays, Sundays and holidays on which the Contractor’s forces engage in regular work, requiring the presence of an inspector, will be considered as working days.

10-50 CONTRACT DRAWINGS. The Plans.
10-51 DESIGN ENGINEER. The individual(s), partnership(s), firm(s), or corporation(s) duly authorized by the Owner to be responsible for design services. The Design Engineer for this project is C&S Engineers, Inc. 8880 Cal Center Drive, Suite 400, Sacramento, CA 95826.

10-52 SUBCONTRACTOR. The subcontractor refers any individual, firm, or corporation to whom the contractor, with approval of the Owner, sublets any part of work.

END OF SECTION 10
Section 20 Proposal Requirements and Conditions

20-01 ADVERTISEMENT (Notice to Bidders). See the Advertisement located in the front of these Contract Documents.

20-02 PREQUALIFICATION OF BIDDERS. Within one week of receiving a written request, the bidder shall furnish the owner satisfactory evidence of his/her competency to perform the proposed work. Such evidence of competency, unless otherwise specified, shall consist of following:

a. Statements covering the bidder’s past experience on similar work
b. A list of equipment that would be available for the work, and
c. A list of key personnel that would be available.
d. Satisfactory evidence of his/her financial responsibility. Such evidence of financial responsibility, unless otherwise specified, shall consist of a confidential statement or report of the bidder’s financial resources and liabilities as of the last calendar year or the Contractor’s last fiscal year. Such statements or reports shall be certified by a public accountant. At the time of submitting such financial statements or reports, the bidder shall further certify whether his/her financial responsibility is approximately the same as stated or reported by the public accountant. If the bidder’s financial responsibility has changed, the bidder shall qualify the public accountant’s statement or report to reflect his/her (bidder’s) true financial condition at the time such qualified statement or report is submitted to the Owner.
e. A list of key personnel that would be available for the work.
f. A list of the categories of work to be performed by the bidder’s work force and a list of work to be subcontracted out (See Section 80-01).
g. A list of construction projects completed in the past five years. The list shall include the project name, completion date, total contract value, value of bidder’s portion of the work, engineer and owner contact information (names and phone numbers).
h. A list of construction projects in progress and under contract including the project name, percent complete, estimated completion date, total contract value, value of bidder’s portion of the work, engineer and owner contact information (names and phone numbers).
i. A Schedule of Values showing the following information:

1. For each lump sum bid item: Provide a breakdown of values for major products, assemblies or operations, indicating separate amounts for (a) purchased materials, (b) labor, and (c) construction equipment, which total to the lump sum price bid for each item.

2. For each unit price bid item: Provide a breakdown of values for the unit price allocated to (a) purchased materials, (b) labor, and (c) construction equipment which total to the unit price bid for each item.

The Schedule of Values will be reviewed by the Design Engineer. Any additional detail or justification for cost distribution shall be provided by the apparent low bidder upon request. The Schedule of Values shall serve as a basis for computing progress payments during construction for installed portions of lump sum items, and to assist the Engineer in determining if change order costs are reasonable.

Unless otherwise specified, a bidder may submit evidence that he is prequalified with the State Highway Division and is on the current “bidder’s list” of the state in which the proposed work is located. Such evidence of State Highway Division prequalification may be submitted as evidence of financial responsibility in lieu of the certified statements or reports hereinbefore specified.
Each bidder shall submit “evidence of competency” and “evidence of financial responsibility” to the Owner at the time of bid opening.

20-03 CONTENTS OF PROPOSAL FORMS. The Owner shall furnish bidders with proposal forms. All papers bound with or attached to the proposal forms are necessary parts and must not be detached.

The plans specifications, and other documents designated in the proposal form shall be considered a part of the proposal whether attached or not.

20-04 ISSUANCE OF PROPOSAL FORMS. The Owner reserves the right to refuse to issue a proposal form to a prospective bidder should such bidder be in default for any of the following reasons:

   a. Failure to comply with any prequalification regulations of the Owner, if such regulations are cited, or otherwise included, in the proposal as a requirement for bidding.

   b. Failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force (with the Owner) at the time the Owner issues the proposal to a prospective bidder.

   c. Contractor default under previous contracts with the Owner.

   d. Unsatisfactory work on previous contracts with the Owner.

20-05 INTERPRETATION OF ESTIMATED PROPOSAL QUANTITIES. An estimate of quantities of work to be done and materials to be furnished under these specifications is given in the proposal. It is the result of careful calculations and is believed to be correct. It is given only as a basis for comparison of proposals and the award of the contract. The Owner does not expressly or by implication agree that the actual quantities involved will correspond exactly therewith; nor shall the bidder plead misunderstanding or deception because of such estimates of quantities, or of the character, location, or other conditions pertaining to the work. Payment to the Contractor will be made only for the actual quantities of work performed or materials furnished in accordance with the plans and specifications. It is understood that the quantities may be increased or decreased as hereinafter provided in the subsection titled ALTERATION OF WORK AND QUANTITIES of Section 40 without in any way invalidating the unit bid prices.

20-06 EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE. The bidder is expected to carefully examine the site of the proposed work, the proposal, plans specifications, and contract forms. He shall satisfy himself as to the character, quality, and quantities of work to be performed, materials to be furnished, and as to the requirements of the proposed contract. The submission of a proposal shall be prima facie evidence that the bidder has made such examination and is satisfied as to the conditions to be encountered in performing the work and as to the requirements of the proposed contract, plans, and specifications.

Boring logs and other records of subsurface investigations and tests are available for inspection of bidders. It is understood and agreed that such subsurface information, whether included in the plans, specifications, or otherwise made available to the bidder, was obtained and is intended for the Owner’s design and estimating purposes only. Such information has been made available for the convenience of all bidders. It is further understood and agreed that each bidder is solely responsible for all assumptions, deductions, or conclusions which he may make or obtain from his/her examination of the boring logs and other records of subsurface investigations and tests that are furnished by the Owner.

20-07 PREPARATION OF PROPOSAL. DO NOT REMOVE the Proposal from the Contract Documents. All parts of the Contract Documents must be submitted with the proposal.
The bidder shall submit his/her proposal on the forms furnished by the Owner. All blank spaces in the proposal forms must be correctly filled in where indicated for each and every item for which a quantity is given. The bidder shall state the price (written in ink or typed) both in words and numerals for which he proposes to do each pay item furnished in the proposal. In case of conflict between words and numerals, the words, unless obviously incorrect, shall govern. Prices shall be written in whole dollars and cents. The extended total amount of each item should not be rounded.

The bidder shall sign his/her proposal correctly and in ink. If the proposal is made by an individual, his/her name and post office address must be shown. If made by a partnership, the name and post office address of each member of the partnership must be shown. If made by a corporation, the person signing the proposal shall give the name of the state under the laws of which the corporation was chartered and the name, titles, and business address of the president, secretary, and the treasurer. Anyone signing a proposal as an agent shall file evidence of his/her authority to do so and that the signature is binding upon the firm or corporation.

20-08 IRREGULAR PROPOSALS. Proposals shall be considered irregular for the following reasons:

a. If the proposal is on a form other than that furnished by the Owner, or if the Owner’s form is altered, incomplete, or if any part of the proposal form is detached.

b. If there are unauthorized additions, conditional or alternate pay items, or irregularities of any kind that make the proposal incomplete, indefinite, or otherwise ambiguous.

c. If the proposal does not contain a unit price for each pay item listed in the proposal, except in the case of authorized alternate pay items, for which the bidder is not required to furnish a unit price.

d. If the proposal contains unit prices that are obviously unbalanced.

e. If the proposal is not accompanied by the proposal guaranty specified by the Owner.

The Owner reserves the right to reject any irregular proposal and the right to waive technicalities if such waiver is in the best interest of the Owner and conforms to local laws and ordinances pertaining to the letting of construction contracts.

20-09 BID GUARANTEE. Each separate proposal shall be accompanied by a certified check, bid bond, or other specified acceptable collateral, in the amount specified in the proposal form. Such check, or collateral, shall be made payable to the City of Reedley.

20-10 DELIVERY OF PROPOSAL. Each proposal submitted shall be placed in a sealed envelope plainly marked with the project number, location of airport, and name and business address of the bidder on the outside. When sent by mail, preferably registered, the sealed proposal, marked as indicated above, should be enclosed in an additional envelope. No proposal will be considered unless received at the place specified in the advertisement before the time specified for opening all bids. The official time shall be kept locally by the Owner. Proposals received after the bid opening time shall be returned to the bidder unopened.

20-11 WITHDRAWAL OR REVISION OF PROPOSALS. A bidder may withdraw or revise (by withdrawal of one proposal and submission of another) a proposal provided that the bidder’s request for withdrawal is received by the Owner in writing or by telegram before the time specified for opening bids. Revised proposals must be received at the place specified in the advertisement before the time specified for opening all bids.
20-12 PUBLIC OPENING OF PROPOSALS. Proposals shall be opened, and read, publicly at the time and place specified in the advertisement. Bidders, their authorized agents, and other interested persons are invited to attend. Proposals that have been withdrawn (by written or telegraphic request) or received after the time specified for opening bids shall be returned to the bidder unopened.

20-13 DISQUALIFICATION OF BIDDERS. A bidder shall be considered disqualified for any of the following reasons:

a. Submitting more than one proposal from the same partnership, firm, or corporation under the same or different name.

b. Evidence of collusion among bidders. Bidders participating in such collusion shall be disqualified as bidders for any future work of the Owner until any such participating bidder has been reinstated by the Owner as a qualified bidder.

c. If the bidder is considered to be in “default” for any reason specified in the subsection titled ISSUANCE OF PROPOSAL FORMS of this section.

20-14 ADDENDA AND INTERPRETATION. No interpretation of the meaning of the Contract Documents, Contract Drawings or other portions of the Contract will be made orally. Every request for such interpretation must be in writing and addressed to C&S Engineers, Inc., 8880 Cal Center Drive, Suite 400, Sacramento, CA 95826, and to be given consideration must be received at the above address at least seven (7) days prior to the date fixed for opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda, which, when issued, will be sent by certified mail with return receipt requested, or by confirmed facsimile to all holders of Contract Documents at the respective addresses furnished for such purposes, not later than twenty-four (24) hours prior to the date fixed for the opening of bids. Failure of any Bidder to receive any such addenda or interpretation shall not relieve said Bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the Contract.

20-15 3D DIGITAL TERRAIN MODEL FILES. Some projects were developed using three-dimensional design software. If applicable, after award, the successful bidder will be provided 3D digital terrain model (DTM) files for use with earthwork and paving. The DTM files will be provided for the existing grade, finished grade, and other applicable design surface models. In addition, survey control for the project will be provided in electronic format. The files may be used for survey and stakeout of the project, but may not be manipulated.

The files were developed for the design and depiction of 3D features of existing, proposed, and subgrade surfaces. The DTM files are depicted on the Contract Drawings in the form of contours, profiles, typical sections, spot elevations, tables, and other details. The design cross sections used the DTM files to obtain earthwork quantities using the average end area method. The DTM of the existing surface is the database of points from the design topographic survey. The DTM’s of the other surfaces are the database of points for the surfaces used to design the project.

The Owner allows use of the DTM files in the performance of its work and services on the project with the following terms and conditions:

1. That the Owner does not warrant or guarantee the information and data in the DTM files and any accompanying documentation as a substitute for the sound judgment of the Contractor.

2. That the Contractor desires to make use of the DTM files in conjunction with the Work to be provided to the Owner for the subject project.
3. That the Contractor has no rights to the information and data contained in the DTM files or any translated or converted form of these files. The transfer shall not be considered to convey any proprietary interest in the information and data in the DTM files or any translated or converted form of these files or subsequent version thereof.

4. That the information and data contained in the DTM files or in any translated or converted form of these files shall not be used by the Contractor on any other project.

5. That the Contractor may not copy, distribute, sell, rent, sublicense or lease the DTM files or any translated or converted form of these files or any accompanying documentation.

6. That no information or data contained in the DTM files or any translated or converted form of these files shall be transferred in any electronic form without written permission of the Owner.

7. That after completion of the Work by the Contractor as part of this project, the Contractor shall remove the information and data contained in the DTM files, or any translated or converted form of these files, from all of its electronic data processing systems. No electronic copies of the information and data contained in the DTM files or any translated or converted form of these files shall be retained by the Contractor.

8. That the Contractor shall take all steps reasonably necessary to protect the DTM files, or any translated or converted form of these files, from theft or use in a manner inconsistent with these terms and conditions.

9. That the Owner may terminate these terms and conditions at any time and the Contractor shall immediately remove the DTM files, or any translated or converted form of these files, from their electronic data processing systems upon demand of the Owner.

10. That the Owner retains all rights not expressly granted. Nothing in these terms and conditions constitutes a waiver of the Owner’s rights under any federal or state law.

11. That the Owner excludes any and all implied warranties, including warranties of merchantability and fitness for a particular purpose, and limits the Contractor’s remedy to return of the DTM files and documentation to the Owner for replacement.

12. That the Owner makes no warranty or representation, either express or implied, with respect to the DTM files or accompanying documentation, including their quality, performance, merchantability, or fitness for a particular purpose. The DTM files and documentation are provided “as is” and the Contractor assumes the entire risk as to their quality and performance.

13. That the Owner shall not be liable for any direct, indirect, special, incidental, or consequential damages arising out of the use of, inability to use, or any defect in the DTM files or any translated or converted form of these files or any accompanying documentation.

14. That the Contractor shall indemnify and hold harmless the Owner, its officials and employees, and the Design Engineer for any injury to the person or property of third parties arising out of the use of or any defect in the DTM files or any translated or converted form of these files or any accompanying documentation.

15. That the Contractor shall indemnify and hold harmless the Owner, its officials and employees, and the Design Engineer for any injury arising out of any infringement of the copyright law.
16. That the warranty and remedies set forth in these terms and conditions are exclusive and in lieu of all others, oral or written, express or implied.

17. That nothing contained in these terms and conditions shall be construed to represent or warrant that the Contractor has the right to reproduce or copy any or converted form of these files and the Contractor acknowledges that it has no right to reproduce and include copyright or trade secret notices, or patent rights on any copies, in whole or in part, in any form. All copies of each DTM file remain the property of the Owner and any rights involving the copyright law as modified in 17 U.S.C. §101 et. seq. remain with the Owner.

END OF SECTION 20
Section 30 Award and Execution of Contract

30-01 CONSIDERATION OF PROPOSALS. After the proposals are publicly opened and read, they will be compared on the basis of the summation of the products obtained by multiplying the estimated quantities shown in the proposal by the unit bid prices. If a bidder’s proposal contains a discrepancy between unit bid prices written in words and unit bid prices written in numbers, the unit price written in words shall govern. Where discrepancies in the unit bid prices occur, and where discrepancies in the product of the quantities and unit bid prices occur, and where discrepancies in the summation of the products occur, the Owner will make the necessary corrections and the corrected values will be used in the Owner’s consideration of proposals.

Until the award of a contract is made, the Owner reserves the right to reject a bidder’s proposal for any of the following reasons:

a. If the proposal is irregular as specified in the subsection titled IRREGULAR PROPOSALS of Section 20.

b. If the bidder is disqualified for any of the reasons specified in the subsection titled DISQUALIFICATION OF BIDDERS of Section 20.

In addition, until the award of a contract is made, the Owner reserves the right to reject any or all proposals, waive technicalities, if such waiver is in the best interest of the Owner and is in conformance with applicable state and local laws or regulations pertaining to the letting of construction contracts; advertise for new proposals; or proceed with the work otherwise. All such actions shall promote the Owner’s best interests.

30-02 AWARD OF CONTRACT. The award of a contract, if it is to be awarded, shall be made within 120 calendar days of the date specified for publicly opening proposals, unless otherwise specified herein.

The Owner reserves the right to award only the Base Bid, to award any Alternate Bid (if Alternates are an option), or to award either the Base Bid or the Alternate Bid plus any or all Add-On Bids (if Add-On bids are an option). Award of the contract shall be made by the Owner to the lowest, qualified bidder whose proposal conforms to the cited requirements of the Owner. Where discrepancies occur that affect the bid total(s) as described in the subsection titled CONSIDERATION OF PROPOSALS, the contract amount awarded will reflect the corrected values.

Where alternate bids and/or add-on bids are included in the proposal, the lowest qualified bidder will be determined by comparison of the combination of base bid, or alternate bid, plus add-on bids which are chosen by the Owner to be awarded.

30-03 CANCELLATION OF AWARD. The Owner reserves the right to cancel the award without liability to the bidder, except return of proposal guaranty, at any time before a contract has been fully executed by all parties and is approved by the Owner in accordance with the subsection titled APPROVAL OF CONTRACT of this section.

30-04 RETURN OF PROPOSAL GUARANTY. All proposal guaranties, except those of the two lowest bidders, will be returned immediately after the Owner has made a comparison of bids as hereinbefore specified in the subsection titled CONSIDERATION OF PROPOSALS of this section. Proposal guaranties of the two lowest bidders will be retained by the Owner until such time as an award is made, at which time, the unsuccessful bidder’s proposal guaranty will be returned. The successful bidder’s proposal guaranty will be returned as soon as the Owner receives the contracts bonds as specified in the subsection titled REQUIREMENTS OF CONTRACT BONDS of this section.
30-05 REQUIREMENTS OF CONTRACT BONDS. At the time of the execution of the contract, the successful bidder shall furnish the Owner a surety bond or bonds that have been fully executed by the bidder and the surety guaranteeing the performance of the work and the payment of all legal debts that may be incurred by reason of the Contractor’s performance of the work. The surety and the form of the bond or bonds shall be acceptable to the Owner. Unless otherwise specified in this subsection, the surety bond or bonds shall be in a sum equal to the full amount of the contract.

The successful bidder shall submit in triplicate, a “Performance Bond” guaranteeing the performance of the work equal to one hundred percent (100%) of the amount of the Contract awarded, and a “Labor and Material Payment Bond” guaranteeing the payment of all legal debts that may be incurred by reason of the Contractor’s performance of the work equal to one hundred percent (100%) of the amount of the Contract awarded.

30-06 EXECUTION OF CONTRACT. The successful bidder shall sign (execute) the necessary agreements for entering into the contract and return such signed contract to the owner, along with the fully executed surety bond or bonds specified in the subsection titled REQUIREMENTS OF CONTRACT BONDS of this section, and furnish the required insurance certificates in accordance with the subsection titled RESPONSIBILITY FOR DAMAGE CLAIMS of Section 70 within 15 calendar days from the date mailed or otherwise delivered to the successful bidder. If the contract is mailed, special handling is recommended.

The successful bidder shall recognize that the proposal included in the contract for execution may differ from the proposal which was submitted with their bid. The proposal included in the contract for execution will include corrections to discrepancies which were discovered during the Owners consideration of proposals, and will contain only the pages from the successful bidder’s proposal which cover the bids which were awarded. As a result, the proposal pages in the contract to be executed may contain pages which are not consecutively numbered due to the intentional omission of those proposal pages which cover bids that were not awarded.

49 CFR Part 26 provides that each contract the owner signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) shall include the following assurance:

“The contractor, sub-recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of Department of Transportation (DOT) assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.”

30-07 APPROVAL OF CONTRACT. Upon receipt of the contract and contract bond or bonds that have been executed by the successful bidder, the Owner shall complete the execution of the contract in accordance with local laws or ordinances, and return the fully executed contract to the Contractor. Delivery of the fully executed contract to the Contractor shall constitute the Owner’s approval to be bound by the successful bidder’s proposal and the terms of the contract.

30-08 FAILURE TO EXECUTE CONTRACT. Failure of the successful bidder to execute the contract, furnish an acceptable surety bond or bonds, and furnish the required insurance certificates within the 15 calendar day period specified in the subsection titled EXECUTION OF CONTRACT of this section shall be just cause for cancellation of the award and forfeiture of the proposal guaranty, not as a penalty, but as liquidation of damages to the Owner.

END OF SECTION 30
Section 40 Scope of Work

40-01 INTENT OF CONTRACT. The intent of the contract is to provide for construction and completion, in every detail, of the work described. It is further intended that the Contractor shall furnish all labor, materials, equipment, tools, transportation, and supplies required to complete the work in accordance with the plans, specifications, and terms of the contract.

40-02 ALTERATION OF WORK AND QUANTITIES. The owner reserves and shall have the right to make such alterations in the work as may be necessary or desirable to complete the work originally intended in an acceptable manner. Unless otherwise specified herein, the Engineer shall be and is hereby authorized to make such alterations in the work as may increase or decrease the originally awarded contract quantities, provided that the aggregate of such alterations does not change the total contract cost or the total cost of any major contract item by more than 25 percent (total cost being based on the unit prices and estimated quantities in the awarded contract). Alterations that do not exceed the 25 percent limitation shall not invalidate the contract nor release the surety, and the Contractor agrees to accept payment for such alterations as if the altered work had been a part of the original contract. These alterations that are for work within the general scope of the contract shall be covered by “Change Orders” issued by the Engineer. Change orders for altered work shall include extensions of contract time where, in the Engineer’s opinion, such extensions are commensurate with the amount and difficulty of added work.

Should the aggregate amount of altered work exceed the 25 percent limitation hereinbefore specified, such excess altered work shall be covered by supplemental agreement. If the owner and the Contractor are unable to agree on a unit adjustment for any contract item that requires a supplemental agreement, the owner reserves the right to terminate the contract with respect to the item and make other arrangements for its completion.

All supplemental agreements shall be approved by the FAA and shall include valid wage determinations of the U.S. Secretary of Labor when the amount of the supplemental agreement exceeds $2,000. However, if the Contractor elects to waive the limitations on work that increase or decrease the originally awarded contract or any major contract item by more than 25 percent, the supplemental agreement shall be subject to the same U.S. Secretary of Labor wage determination as was included in the originally awarded contract.

All supplemental agreements shall require consent of the Contractor's surety and separate performance and payment bonds.

40-03 OMITTED ITEMS. The Engineer may, in the Owner’s best interest, omit from the work any contract item, except major contract items. Major contract items may be omitted by a supplemental agreement. Such omission of contract items shall not invalidate any other contract provision or requirement.

Should a contract item be omitted or otherwise ordered to be nonperformed, the Contractor shall be paid for all work performed toward completion of such item prior to the date of the order to omit such item. Payment for work performed shall be in accordance with the subsection titled PAYMENT FOR OMITTED ITEMS of Section 90.

40-04 EXTRA WORK. Should acceptable completion of the contract require the Contractor to perform an item of work for which no basis of payment has been provided in the original contract or previously issued change orders or supplemental agreements, the same shall be called “Extra Work.” Extra Work that is within the general scope of the contract shall be covered by written change order. Change orders for such Extra Work shall contain agreed unit prices for performing the change order work in accordance
with the requirements specified in the order, and shall contain any adjustment to the contract time that, in
the Engineer’s opinion, is necessary for completion of such Extra Work.

When determined by the Engineer to be in the Owner’s best interest, he may order the Contractor to
proceed with Extra Work by force account as provided in the subsection titled PAYMENT FOR EXTRA
AND FORCE ACCOUNT WORK of Section 90.

Extra Work that is necessary for acceptable completion of the project, but is not within the general scope
of the work covered by the original contract shall be covered by a Supplemental Agreement as
hereinbefore defined in the subsection titled SUPPLEMENTAL AGREEMENT of Section 10.

Any claim for payment of Extra Work that is not covered by written agreement (change order or
supplemental agreement) shall be rejected by the Owner.

Extra work to be performed on the basis of agreed prices where no applicable unit or lump sum prices
have been included in the Contract shall be based upon the Contractor’s price analysis for the work. The
price analysis will be completed as outlined in the subsection titled PAYMENT FOR EXTRA AND
FORCE ACCOUNT WORK of Section 90.

40-05 MAINTENANCE OF TRAFFIC. It is the explicit intention of the contract that the safety of
aircraft, as well as the Contractor’s equipment and personnel, is the most important consideration. It is
understood and agreed that the Contractor shall provide for the free and unobstructed movement of
aircraft in the air operations areas of the airport with respect to his/her own operations and the operations
of all his/her subcontractors as specified in the subsection titled LIMITATION OF OPERATIONS of
Section 80. It is further understood and agreed that the Contractor shall provide for the uninterrupted
operation of visual and electronic signals (including power supplies thereto) used in the guidance of
aircraft while operating to, from, and upon the airport as specified in the subsection titled
CONTRACTOR’S RESPONSIBILITY FOR UTILITY SERVICE AND FACILITIES OF OTHERS in
Section 70.

With respect to his/her own operations and the operations of all his/her subcontractors, the Contractor
shall provide marking, lighting, and other acceptable means of identifying: personnel; equipment;
vehicles; storage areas; and any work area or condition that may be hazardous to the operation of aircraft,
fire-rescue equipment, or maintenance vehicles at the airport.

When the contract requires the maintenance of vehicular traffic on an existing road, street, or highway
during the Contractor’s performance of work that is otherwise provided for in the contract, plans, and
specifications, the Contractor shall keep such road, street, or highway open to all traffic and shall provide
such maintenance as may be required to accommodate traffic. The Contractor shall furnish erect, and
maintain barricades, warning signs, flag person, and other traffic control devices in reasonable conformity
with the manual of Uniform Traffic Control Devices for Streets and Highways (published by the United
States Government Printing Office), unless otherwise specified herein. The Contractor shall also construct
and maintain in a safe condition any temporary connections necessary for ingress to and egress from
abutting property or intersecting roads, streets or highways. Unless otherwise specified herein, the
Contractor will not be required to furnish snow removal for such existing road, street, or highway.

40-06 REMOVAL OF EXISTING STRUCTURES. All existing structures encountered within the
established lines, grades, or grading sections shall be removed by the Contractor, unless such existing
structures are otherwise specified to be relocated, adjusted up or down, salvaged, abandoned in place,
reused in the work or to remain in place. The cost of removing such existing structures shall not be
measured or paid for directly, but shall be included in the various contract items.
Should the Contractor encounter an existing structure (above or below ground) in the work for which the disposition is not indicated on the plans, the Engineer shall be notified prior to disturbing such structure. The disposition of existing structures so encountered shall be immediately determined by the Engineer in accordance with the provisions of the contract.

Except as provided in the subsection titled RIGHTS IN AND USE OF MATERIALS FOUND IN THE WORK of this section, it is intended that all existing materials or structures that may be encountered (within the lines, grades, or grading sections established for completion of the work) shall be used in the work as otherwise provided for in the contract and shall remain the property of the Owner when so used in the work.

40-07 RIGHTS IN AND USE OF MATERIALS FOUND IN THE WORK. Should the Contractor encounter any material such as (but not restricted to) sand, stone, gravel, slag, or concrete slabs within the established lines, grades, or grading sections, the use of which is intended by the terms of the contract to be either embankment or waste, he may at his/her option either:

a. Use such material in another contract item, providing such use is approved by the Engineer and is in conformance with the contract specifications applicable to such use; or,

b. Remove such material from the site, upon written approval of the Engineer; or

c. Use such material for his/her own temporary construction on site; or,

d. Use such material as intended by the terms of the contract.

Should the Contractor wish to exercise option a., b., or c., he shall request the Engineer’s approval in advance of such use.

Should the Engineer approve the Contractor’s request to exercise option a., b., or c., the Contractor shall be paid for the excavation or removal of such material at the applicable contract price. The Contractor shall replace, at his/her own expense, such removed or excavated material with an agreed equal volume of material that is acceptable for use in constructing embankment, backfills, or otherwise to the extent that such replacement material is needed to complete the contract work. The Contractor shall not be charged for his/her use of such material so used in the work or removed from the site.

Should the Engineer approve the Contractor’s exercise of option a., the Contractor shall be paid, at the applicable contract price, for furnishing and installing such material in accordance with requirements of the contract item in which the material is used.

It is understood and agreed that the Contractor shall make no claim for delays by reason of his/her exercise of option a., b., or c.

The Contractor shall not excavate, remove, or otherwise disturb any material, structure, or part of a structure which is located outside the lines, grades, or grading sections established for the work, except where such excavation or removal is provided for in the contract, plans, or specifications.

40-08 FINAL CLEANING UP. Upon completion of the work and before acceptance and final payment will be made, the Contractor shall remove from the site all machinery, equipment, surplus and discarded materials, rubbish, temporary structures, and stumps or portions of trees. He shall cut all brush and woods within the limits indicated and shall leave the site in a neat and presentable condition. Material cleared from the site and deposited on adjacent property will not be considered as having been disposed of satisfactorily, unless the Contractor has obtained the written permission of such property owner.
40-09 DEBRIS. The Contractor shall remove all debris and rubbish resulting from his work at frequent intervals, and upon the order of the Engineer. Upon completion, Contractor shall leave the premises broom-clean and everything in perfect order and repair. Upon neglect or refusal of Contractor to keep the premises clean, the Engineer shall have the authority to have such work performed, and the cost of the same shall be charged to the Contractor in default and collected from any monies which have or may become due on this Contract; and the Engineer shall issue no certificates of payment on the Contract until premises are clean, in good order, and all claims created properly adjusted.

END OF SECTION 40
Section 50 Control of Work

50-01 AUTHORITY OF THE ENGINEER. The Engineer shall decide any and all questions which may arise as to the quality and acceptability of materials furnished, work performed, and as to the manner of performance and rate of progress of the work. The Engineer shall decide all questions that may arise as to the interpretation of the specifications or plans relating to the work. The Engineer shall determine the amount and quality of the several kinds of work performed and materials furnished which are to be paid for the under contract.

The Engineer does not have the authority to accept pavements that do not conform to FAA specification requirements.

50-02 CONFORMITY WITH PLANS AND SPECIFICATIONS. All work and all materials furnished shall be in reasonably close conformity with the lines, grades, grading sections, cross sections, dimensions, material requirements, and testing requirements that are specified (including specified tolerances) in the contract, plans or specifications.

If the Engineer finds the materials furnished, work performed, or the finished product not within reasonably close conformity with the plans and specifications but that the portion of the work affected will, in his/her opinion, result in a finished product having a level of safety, economy, durability, and workmanship acceptable to the Owner, he will advise the Owner of his/her determination that the affected work be accepted and remain in place. In this event, the Engineer will document his/her determination and recommend to the Owner a basis of acceptance that will provide for an adjustment in the contract price for the affected portion of the work. The Engineer’s determination and recommended contract price adjustments will be based on good engineering judgment and such tests or retests of the affected work as are, in his/her opinion, needed. Changes in the contract price shall be covered by contract modifications (change order or supplemental agreement) as applicable.

If the Engineer finds the materials furnished, work performed, or the finished product are not in reasonably close conformity with the plans and specifications and have resulted in an unacceptable finished product, the affected work or materials shall be removed and replaced or otherwise corrected by and at the expense of the Contractor in accordance with the Engineer’s written orders.

For the purpose of this subsection, the term “reasonably close conformity” shall not be construed as waiving the Contractor’s responsibility to complete the work in accordance with the contract, plans, and specifications. The term shall not be construed as waiving the Engineer’s responsibility to insist on strict compliance with the requirements of the contract, plans, and specifications during the Contractor’s prosecution of the work, when, in the Engineer’s opinion, such compliance is essential to provide an acceptable finished portion of the work.

For the purpose of this subsection, the term “reasonably close conformity” is also intended to provide the Engineer with the authority, after consultation with the FAA, to use good engineering judgment in his/her determinations as to acceptance of work that is not in strict conformity but will provide a finished product equal to or better than that intended by the requirements of the contract, plans and specifications.

The Engineer will not be responsible for the Contractor’s means, methods, techniques, sequences, or procedures of construction or the safety precautions incident thereto.

50-03 COORDINATION OF CONTRACT, PLANS, AND SPECIFICATIONS. The contract, plans, specifications, and all referenced standards cited are essential parts of the contract requirements. A requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete work. In case of discrepancy, calculated
dimensions will govern over scaled dimensions; contract technical specifications shall govern over contract general provisions, plans, cited standards for materials or testing, and cited FAA advisory circulars; contract general provisions shall govern over plans, cited standards for materials or testing, and cited FAA advisory circulars; plans shall govern over cited standards for materials or testing and cited FAA advisory circulars.

From time to time, discrepancies within cited standards for testing occur due to the timing of changing, editing, and replacing of standards. In the event the Contractor discovers any apparent discrepancy within standard test methods, he shall immediately call upon the Engineer for his/her interpretation and decision, and such decision shall be final.

The Contractor shall not take advantage of any apparent error or omission on the plans or specifications. In the event the Contractor discovers any apparent error or discrepancy, he shall immediately call upon the Engineer for his/her interpretation and decision, and such decision shall be final.

50-04 COOPERATION OF CONTRACTOR. The Contractor will be supplied with five copies each of the plans and specifications. He shall have available on the work at all times one copy each of the plans and specifications. Additional copies of plans and specifications may be obtained by the Contractor for the cost of reproduction.

The Contractor shall give constant attention to the work to facilitate the progress thereof, and he shall cooperate with the Engineer and his/her inspectors and with other contractors in every way possible. The Contractor shall have a competent superintendent on the work at all times who is fully authorized as his/her agent on the work. The superintendent shall be capable of reading and thoroughly understanding the plans and specifications and shall receive and fulfill instructions from the Engineer or his/her authorized representative.

50-05 COOPERATION BETWEEN CONTRACTORS. The Owner reserves the right to contract for and perform other or additional work on or near the work covered by this contract.

When separate contracts are let within the limits of any one project, each Contractor shall conduct his/her work so as not to interfere with or hinder the progress of completion of the work being performed by other Contractors. Contractors working on the same project shall cooperate with each other as directed.

Each Contractor involved shall assume all liability, financial or otherwise, in connection with his/her contract and shall protect and save harmless the Owner from any and all damages or claims that may arise because of inconvenience, delays, or loss experienced by him because of the presence and operations of other Contractors working within the limits of the same project.

The Contractor shall arrange his/her work and shall place and dispose of the materials being used so as not to interfere with the operations of the other Contractors within the limits of the same project. He shall join his/her work with that of the others in an acceptable manner and shall perform it in proper sequence to that of the others.

50-06 CONSTRUCTION LAYOUT AND STAKES. The Design Engineer will establish horizontal and vertical control only. The Contractor must establish all layout required for the construction of the work. Such stakes and markings as the Design Engineer may have set for either his/her own or the Contractor’s guidance shall be preserved by the Contractor. In case of negligence on the part of the Contractor, or his/her employees, resulting in the destruction of such stakes or markings, an amount equal to the cost of replacing the same may be deducted from subsequent estimates due the Contractor at the discretion of the Engineer.
The Contractor will be required to furnish all lines, grades and measurements from the control points necessary for the proper prosecution and control of the work contracted for under these specifications.

If requested by the Engineer, the Contractor must give weekly copies of the survey notes to the Engineer so that the Engineer may check them as to accuracy and method of staking. All areas that are staked by the Contractor must be checked by the Engineer prior to beginning any work in the area. The Engineer will make periodic checks of the grades and alignment set by the Contractor. In case of error on the part of the Contractor, or his/her employees, resulting in establishing grades and/or alignment that are not in accordance with the plans, all construction not in accordance with the established grades and/or alignment shall be replaced without additional cost to the Owner.

Additional construction staking and layout may be required by technical specifications. Construction Staking and Layout includes at a minimum, but is not limited to:

A. Clearing and Grubbing perimeter staking.

B. Rough Grade slope stakes at 100-foot stations.

C. Drainage Swales slope stakes and flow line blue tops at 50-foot stations.

D. Subgrade blue tops at 25-foot stations and 25-foot offset distance (max.) for the following section locations:
   1. Runway – minimum 5 per station
   2. Taxiways – minimum 3 per station
   3. Holding apron areas – minimum 3 per station
   4. Roadways – minimum 3 per station

E. Base Course blue tops at 25 foot stations and 25-foot offset distance (max.) for the following section locations:
   1. Runway – minimum 5 per station
   2. Taxiways – minimum 3 per station
   3. Holding apron areas – minimum 3 per station

F. Pavement areas:
   1. Edge of Pavement hubs and tacks (for stringline by Contractor) at 100-foot stations
   2. Between Lifts at 25-foot stations for the following section locations:
      a. Runways – each paving lane width
      b. Taxiways – each paving lane width
      c. Holding areas – each paving lane width
3. After finish paving operations at 50-foot stations
   a. All paved areas – Edge of each paving lane prior to next paving lot

4. Shoulder and safety area blue tops at 50-foot stations and at all break points with maximum of 50 foot offsets

G. Fence lines at 100-foot stations

H. Electrical and Communications System locations, lines and grades including but not limited to duct runs, connections, fixtures, signs, lights, VASIs, PAPIs, REILs, Wind Cones, Distance Markers (signs), pull boxes and manholes.

I. Drain lines, cut stakes and alignment on 25-foot stations, inlet and manholes.

J. Painting and Striping layout (pinned with 1.5 in PK nails) marked for paint Contractor. (All nails shall be removed after painting)

Laser, or other automatic control devices, shall be checked with temporary control point or grade hub at a minimum of once per 400 feet per pass (that is, paving lane).

Note: Controls and stakes disturbed or suspect of having been disturbed shall be checked and/or reset as directed by the Engineer without additional cost to the Owner.

50-07 AUTOMATICALLY CONTROLLED EQUIPMENT. Whenever batching or mixing plant equipment is required to be operated automatically under the contract and a breakdown or malfunction of the automatic controls occurs, the equipment may be operated manually or by other methods for a period of 48 hours following the breakdown or malfunction, provided this method of operations will produce results which conform to all other requirements of the contract.

50-08 AUTHORITY AND DUTIES OF INSPECTORS. Inspectors employed by the Owner shall be authorized to inspect all work done and all material furnished. Such inspection may extend to all or any part of the work and to the preparation, fabrication, or manufacture of the materials to be used. Inspectors are not authorized to revoke, alter, or waive any provision of the contract. Inspectors are not authorized to issue instructions contrary to the plans and specifications or to act as foreman for the Contractor.

Inspectors employed by the Owner are authorized to notify the Contractor or his/her representatives of any failure of the work or materials to conform to the requirements of the contract, plans, or specifications and to reject such nonconforming materials in question until such issues can be referred to the Engineer for his/her decision.

50-09 INSPECTION OF THE WORK. All materials and each part or detail of the work shall be subject to inspection by the Engineer. The Engineer shall be allowed access to all parts of the work and shall be furnished with such information and assistance by the Contractor as is required to make a complete and detailed inspection.

If the Engineer requests it, the Contractor, at any time before acceptance of the work, shall remove or uncover such portions of the finished work as may be directed. After examination, the Contractor shall restore said portions of the work to the standard required by the specifications. Should the work thus exposed or examined prove acceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed will be paid for as extra work; but should the work so exposed or
examined prove unacceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed will be at the Contractor’s expense.

Any work done or materials used without supervision or inspection by an authorized representative of the Owner may be ordered removed and replaced at the Contractor’s expense unless the Owner’s representative failed to inspect after having been given reasonable notice in writing that the work was to be performed.

Should the contract work include relocation, adjustment, or any other modification to existing facilities, not the property of the (contract) Owner, authorized representatives of the owners of such facilities shall have the right to inspect such work. Such inspection shall in no sense make any facility owner a party to the contract, and shall in no way interfere with the rights of the parties to this contract.

50-10 REMOVAL OF UNACCEPTABLE AND UNAUTHORIZED WORK. All work that does not conform to the requirements of the contract, plans, and specifications will be considered unacceptable, unless otherwise determined acceptable by the Engineer as provided in the subsection titled CONFORMITY WITH PLANS AND SPECIFICATIONS of this section.

Unacceptable work, whether the result of poor workmanship, use of defective materials, damage through carelessness, or any other cause found to exist prior to the final acceptance of the work, shall be removed immediately and replaced in an acceptable manner in accordance with the provisions of the subsection titled CONTRACTOR’S RESPONSIBILITY FOR WORK of Section 70.

No removal work made under provision of this subsection shall be done without lines and grades having been given by the Engineer. Work done contrary to the instructions of the Engineer, work done beyond the lines shown on the plans or as given, except as herein specified, or any extra work done without authority, will be considered as unauthorized and will not be paid for under the provisions of the contract. Work so done may be ordered removed or replaced at the Contractor’s expense.

Upon failure on the part of the Contractor to comply forthwith with any order of the Engineer made under the provisions of this subsection, the Engineer will have authority to cause unacceptable work to be remedied or removed and unauthorized work to be removed and to deduct the costs (incurred by the Owner) from any monies due or to become due the Contractor.

50-11 LOAD RESTRICTIONS. The Contractor shall comply with all legal load restrictions in the hauling of materials on public roads beyond the limits of the work. A special permit will not relieve the Contractor of liability for damage that may result from the moving of material or equipment.

The operation of equipment of such weight or so loaded as to cause damage to structures or to any other type of construction will not be permitted. Hauling of materials over the base course or surface course under construction shall be limited as directed. No loads will be permitted on a concrete pavement, base, or structure before the expiration of the curing period. The Contractor shall be responsible for all damage done by his/her hauling equipment and shall correct such damage at his/her own expense.

50-12 MAINTENANCE DURING CONSTRUCTION. The Contractor shall maintain the work during construction and until the work is accepted. This maintenance shall constitute continuous and effective work prosecuted day by day, with adequate equipment and forces so that the work is maintained in satisfactory condition at all times.

In the case of a contract for the placing of a course upon a course or subgrade previously constructed, the Contractor shall maintain the previous course or subgrade during all construction operations.
All costs of maintenance work during construction and before the project is accepted shall be included in
the unit prices bid on the various contract items, and the Contractor will not be paid an additional amount
for such work.

50-13 FAILURE TO MAINTAIN THE WORK. Should the Contractor at any time fail to maintain the
work as provided in the subsection titled MAINTENANCE DURING CONSTRUCTION of this section,
the Engineer shall immediately notify the Contractor of such noncompliance. Such notification shall
specify a reasonable time within which the Contractor shall be required to remedy such unsatisfactory
maintenance condition. The time specified will give due consideration to the exigency that exists.

Should the Contractor fail to respond to the Engineer’s notification, the Owner may suspend any work
necessary for the Owner to correct such unsatisfactory maintenance condition, depending on the exigency
that exists. Any maintenance cost incurred by the Owner, shall be deducted from monies due or to
become due the Contractor.

50-14 PARTIAL ACCEPTANCE. If at any time during the prosecution of the project the Contractor
substantially completes a usable unit or portion of the work, the occupancy of which will benefit the
Owner, he may request the Engineer to make final inspection of that unit. If the Engineer finds upon
inspection that the unit has been satisfactorily completed in compliance with the contract, he may accept
it as being completed, and the Contractor may be relieved of further responsibility for that unit. Such
partial acceptance and beneficial occupancy by the Owner shall not void or alter any provision of the
contract.

50-15 FINAL ACCEPTANCE. Upon due notice from the Contractor of presumptive completion of the
entire project, the Engineer and Owner will make an inspection. If all construction provided for and
contemplated by the contract is found to be completed in accordance with the contract, plans, and
specifications, such inspection shall constitute the final inspection. The Engineer shall notify the
Contractor in writing of final acceptance as of the date of the final inspection.

If, however, the inspection discloses any work, in whole or in part, as being unsatisfactory, the Engineer
will give the Contractor the necessary instructions for correction of same and the Contractor shall
immediately comply with and execute such instructions. Upon correction of the work, another inspection
will be made which shall constitute the final inspection, provided the work has been satisfactorily
completed. In such event, the Engineer will make the final acceptance and notify the Contractor in writing
of this acceptance as of the date of final inspection.

50-16 CLAIMS FOR ADJUSTMENT AND DISPUTES. If for any reason the Contractor deems that
additional compensation is due him for work or materials not clearly provided for in the contract, plans,
or specifications or previously authorized as extra work, he shall notify the Engineer in writing of his/her
intention to claim such additional compensation before he begins the work on which he bases the claim. If
such notification is not given or the Engineer is not afforded proper opportunity by the Contractor for
keeping strict account of actual cost as required, then the Contractor hereby agrees to waive any claim for
such additional compensation. Such notice by the Contractor and the fact that the Engineer has kept
account of the cost of the work shall not in any way be construed as proving or substantiating the validity
of the claim. When the work on which the claim for additional compensation is based has been
completed, the Contractor shall, within 10 calendar days, submit his/her written claim to the Engineer
who will present it to the Owner for consideration in accordance with local laws or ordinances.

Nothing in this subsection shall be construed as a waiver of the Contractor’s right to dispute final
payment based on differences in measurements or computations.
50-17 REMOVAL OF WATER. The Contractor shall at all times during construction, provide and maintain proper and satisfactory means and devices for the removal of all water entering the excavations, and shall remove all such water as fast as it may collect, in such manner as shall not interfere with the prosecution of the work or the proper placing of materials or other work.

Removal of water includes the construction and removal of cofferdams, sheeting and bracing, the furnishing of materials and labor necessary therefore, the excavation and maintenance of ditches and sluiceways and the furnishing and operation of pumps, wellpoints and appliances needed to maintain thorough drainage of the work in a satisfactory manner.

Water shall not be allowed to rise over or come in contact with any masonry, concrete or mortar, until at least twenty-four (24) hours after placement and no stream of water shall be allowed to flow over such work until such time as the Engineer may permit.

Unless otherwise specified, all excavations which extend down to or below the static groundwater elevations at the sites of structures shall be dewatered by lowering and maintaining the groundwater beneath such excavations at an elevation not less than that specified herein at all times when work thereon is in progress, during subgrade preparation and the placing of the structure or other materials thereon.

Where the presence of fine granular subsurface materials and a high groundwater table may cause the upward flow of water into the excavation with a resulting quick condition, the Contractor shall install and operate a suitable dewatering system to prevent the upward flow of water during construction.

When the water table is within the capillary rise of silt/clay subsurface material, the Contractor shall select and operate his equipment in a manner to prevent the deterioration of the working surface due to the upward flow of water during construction.

The effluent pumped from the dewatering system shall be examined periodically by qualified personnel to determine if the system is operating satisfactorily without the removal of fines.

Unless otherwise directed by the Engineer or shown on the Contract Documents, the water level shall not be permitted to rise until construction in the immediate area is completed and the excavation backfilled to the original grade or proposed grade.

Where well points are used, the groundwater shall be lowered and maintained continuously (day and night) at a level not less than two (2) feet below the bottom of the excavation. Excavation will not be permitted at a level lower than two (2) feet above the water level as indicated by the observation wells.

The wellpoint system shall be designed or installed by or under the supervision of an organization whose principal business is wellpointing and has at least five (5) consecutive years of similar experience and can furnish a representative list of satisfactory similar operations. Wellpoint headers, points and other pertinent equipment shall not be placed within the limits of the excavation in such a manner or location as to interfere with the laying of pipe or trenching operations or with the excavation for and/or construction of other structures. Standby gasoline or diesel powered equipment shall be provided so that in the event of failure of the operating equipment, the standby equipment can be readily connected to the dewatering system. The standby equipment shall be maintained in good order and actuated regularly not less than twice a week when directed.

Wellpoints shall be installed in the center of a sand wick drain which shall be placed by means of a sanding shell or other approved means to provide a sand core not less than ten (10) inches in diameter.
Detached observation wells of similar construction to the wellpoints shall be installed at intervals of not less than fifty (50) feet along the opposite side of the trench from the header pipe and line of wellpoints, or around the excavation for a structure or as shown on the Contract Drawings, to a depth of at least five (5) feet below the proposed excavation. In addition, one wellpoint in every fifty (50) feet shall be fitted with a tee, plug and valve so that the wellpoint can be converted for use as an observation well. Observation wells shall be not less than one and one-half (12) inch in diameter.

Water pumped or drained from excavations, or any sewers, drains, or water courses encountered in the work, shall be disposed of in a suitable manner without injury to adjacent property, the work under construction, or to pavements, roads and drives. No water shall be discharged to sanitary sewers. Sanitary sewage shall be pumped to sanitary sewers or shall be disposed of by an approved method.

Any damage caused by improper handling of water shall be repaired by the Contractor at his/her own expense.

**50-18 SHEETING AND BRACING.** The Contractor shall furnish, place and maintain such sheeting, bracing and shoring as required to support the sides and ends of excavations in such a manner as to prevent any movement which would in any way damage the pipe, sewers, masonry or other work, diminish the width necessary, otherwise damage or delay the work, or endanger existing structures, pipes or pavements, or to occasion a hazard to persons engaged on the project or to the general public.

Sheeting and bracing or other trench protection shall be utilized as required for the safety of employees exposed to the hazard of falling or sliding material from any trench or excavation in conformance with the provisions of Industrial Code Rule 23 as amended, and OSHA. Sheetig and bracing must be designed by, signed and stamped by a Professional Engineer licensed to practice in the State in which the project is located.

The Contractor shall be responsible for the adequacy of all trench support systems used and for all damage to persons or property resulting from improper quality, strength, placing, maintenance and removal.

All material used for sheeting and bracing shall be sound and free from defects which might impair its strength or effectiveness.

All timber sheeting and bracing shall be sound and straight, free from cracks, shakes and large or loose knots.

All steel sheeting and bracing shall be sound and straight, free from bends, twists or splits, having square and undamaged ends.

Sheeting shall be driven vertically from the original ground surface as the excavation progresses. Sufficient toe support shall be sustained so as to maintain pressure against the original ground at all times.

Timber sheeting shall be driven so that edges are tight together and steel sheeting driven with the individual members interlocking. All bracing shall be of such design and strength as to maintain the sheeting in its proper position.

The Contractor shall be solely responsible for the adequacy of all sheeting and bracing.

In general, all sheeting and bracing, whether of steel, timber or other material, used to support the sides of trenches or other open excavations, shall be withdrawn as the trenches or other open excavations are being refilled. That portion of the sheeting extending below the top of a pipe, sewer or structure shall be
withdrawn, unless otherwise directed, before more than 6 inches of earth is placed above the top of the pipe, sewer or structure and before any bracing is removed. The voids left by the sheeting shall be carefully refilled with selected material and rammed tight with tools especially adapted for the purpose or otherwise as may be approved.

The Contractor shall be responsible for the adequate shoring and/or bracing of any existing utilities encountered during the excavation. Such utilities shall be braced or shored in a manner acceptable to the local jurisdictional agency having authority over the utility encountered. It shall be the responsibility of the Contractor to prevent damage to or displacement of utilities, and to work with and request the concurrence of the utility's company representative in this matter.

END OF SECTION 50
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Section 60 Control of Materials

60-01 SOURCE OF SUPPLY AND QUALITY REQUIREMENTS. The materials used on the work shall conform to the requirements of the contract, plans, and specifications. Unless otherwise specified, such materials that are manufactured or processed shall be new (as compared to used or reprocessed).

In order to expedite the inspection and testing of materials, the Contractor shall furnish complete statements to the Engineer as to the origin, composition, and manufacture of all materials to be used in the work. Such statements shall be furnished promptly after execution of the contract but, in all cases, prior to delivery of such materials.

At the Engineer’s option, materials may be approved at the source of supply before delivery is started. If it is found after trial that sources of supply for previously approved materials do not produce specified products, the Contractor shall furnish materials from other sources.

All equipment and materials covered by referenced specifications shall be subject to acceptance through manufacturer’s certification of compliance with the applicable specification.

The Contractor shall prepare a project Operations and Maintenance (O&M) Manual for the Owner. The O&M Manual shall consist of approved certification submittals, approved shop and setting drawing submittals, approved catalogue data submittals, and Operations & Maintenance Manuals for equipment installed that have operating procedures and/or maintenance requirements associated with them. The O&M manual shall be neatly bound in a properly sized 3-ring binder and tabbed by specification section. The O&M Manual shall be submitted to the Engineer prior to final payment to facilitate project closeout.

60-02 SAMPLES, TESTS, AND CITED SPECIFICATIONS. Unless otherwise designated, all materials used in the work shall be inspected, tested, and approved by the Engineer before incorporation in the work. Any work in which untested materials are used without approval or written permission of the Engineer shall be performed at the Contractor’s risk. Materials found to be unacceptable and unauthorized will not be paid for and, if directed by the Engineer, shall be removed at the Contractor’s expense.

Unless otherwise designated, tests in accordance with the cited standard methods of ASTM, AASHTO, Federal Specifications, Commercial Item Descriptions, and all other cited methods, which are current on the date of advertisement for bids, will be made by and at the expense of the Owner. THE COST OF ALL FAILING TESTS SHALL BE BORNE BY THE CONTRACTOR.

The testing organizations performing on site field tests shall have copies of all referenced standards on the construction site for use by all technicians and other personnel, including the Contractor’s representative at his/her request. Unless otherwise designated, samples will be taken by a qualified representative of the Owner. All materials being used are subject to inspection, test, or rejection at any time prior to or during incorporation into the work. Copies of all tests will be furnished to the Contractor’s representative at his/her request.

The Contractor shall employ a testing organization to perform all Contractor required tests. The Contractor shall submit to the Engineer resumes on all testing organizations and individual persons who will be performing the tests. The Engineer will determine if such persons are qualified. All the test data shall be reported to the Engineer after the results are known. A legible, handwritten copy of all test data shall be given to the Engineer daily, along with printed reports, in an approved format, on a weekly basis. After completion of the project, and prior to final payment, the Contractor shall submit a final report to the Engineer showing all test data reports, plus an analysis of all results showing ranges, averages, and corrective action taken on all failing tests.
**60-03 CERTIFICATION OF COMPLIANCE.** The Engineer may permit the use, prior to sampling and testing, of certain materials or assemblies when accompanied by manufacturer’s certificates of compliance stating that such materials or assemblies fully comply with the requirements of the contract. The certificate shall be signed by the manufacturer. Each lot of such materials or assemblies delivered to the work must be accompanied by a certificate of compliance in which the lot is clearly identified. Manufacturer's certificates of compliance shall not relieve the Contractor of the Contractor’s responsibility to provide materials in accordance with these specifications and acceptable to the Design Engineer. Materials supplied and/or installed that do not materially comply with these specifications shall be removed, when directed by the Engineer, and replaced with materials, which do comply with these specifications, at the sole cost of the Contractor.

Materials or assemblies used on the basis of certificates of compliance may be sampled and tested at any time and if found not to be in conformity with contract requirements will be subject to rejection whether in place or not. The form and distribution of certificates of compliance shall be as approved by the Engineer.

When a material or assembly is specified by “brand name or equal” and the Contractor elects to furnish the specified “brand name,” the Contractor shall be required to furnish the manufacturer’s certificate of compliance for each lot of such material or assembly delivered to the work. Such certificate of compliance shall clearly identify each lot delivered and shall certify as to:

a. Conformance to the specified performance, testing, quality or dimensional requirements; and,

b. Suitability of the material or assembly for the use intended in the contract work.

Should the Contractor propose to furnish an “or equal” material or assembly, he shall furnish the manufacturer’s certificates of compliance as hereinbefore described for the specified brand name material or assembly. However, the Engineer shall be the sole judge as to whether the proposed “or equal” is suitable for use in the work.

The Engineer reserves the right to refuse permission for use of materials or assemblies on the basis of certificates of compliance.

**60-04 PLANT INSPECTION.** The Engineer or his/her authorized representative may inspect, at its source, any specified material or assembly to be used in the work. Manufacturing plants may be inspected from time to time for the purpose of determining compliance with specified manufacturing methods or materials to be used in the work and to obtain samples required for his/her acceptance of the material or assembly.

Should the Engineer conduct plant inspections, the following conditions shall exist:

a. The Engineer shall have the cooperation and assistance of the Contractor and the producer with whom he has contracted for materials.

b. The Engineer shall have full entry at all reasonable times to such parts of the plant that concern the manufacture or production of the materials being furnished.

c. If required by the Engineer, the Contractor shall arrange for adequate office or working space that may be reasonably needed for conducting plant inspections. Office or working space should be conveniently located with respect to the plant.
It is understood and agreed that the Owner shall have the right to retest any material that has been tested and approved at the source of supply after it has been delivered to the site. The Engineer shall have the right to reject only material which, when retested, does not meet the requirements of the contract, plans, or specifications.

60-05 ENGINEER’S FIELD OFFICE. The Contractor shall furnish a field office, if required, as specified in the technical specifications.

60-06 STORAGE OF MATERIALS. Materials shall be so stored as to assure the preservation of their quality and fitness for the work. Stored materials, even though approved before storage, may again be inspected prior to their use in the work. Stored materials shall be located so as to facilitate their prompt inspection. The Contractor shall coordinate the storage of all materials with the Engineer. Materials to be stored on airport property shall not create an obstruction to air navigation nor shall they interfere with the free and unobstructed movement of aircraft. Unless otherwise shown on the plans, the storage of materials and the location of the Contractor’s plant and parked equipment or vehicles shall be as directed by the Engineer. Private property shall not be used for storage purposes without written permission of the owner or lessee of such property. The Contractor shall make all arrangements and bear all expenses for the storage of materials on private property. Upon request, the Contractor shall furnish the Engineer a copy of the property owner’s permission.

All storage sites on private or airport property shall be restored to their original condition by the Contractor at his/her entire expense, except as otherwise agreed to (in writing) by the owner or lessee of the property.

60-07 UNACCEPTABLE MATERIALS. Any material or assembly that does not conform to the requirements of the contract, plans, or specifications shall be considered unacceptable and shall be rejected. The Contractor shall remove any rejected material or assembly from the site of the work, unless otherwise instructed by the Engineer.

Rejected material or assembly, the defects of which have been corrected by the Contractor, shall not be returned to the site of the work until such time as the Engineer has approved its use in the work.

60-08 OWNER FURNISHED MATERIALS. The Contractor shall furnish all materials required to complete the work, except those specified herein (if any) to be furnished by the Owner. Owner-furnished materials shall be made available to the Contractor at the location specified herein.

All costs of handling, transportation from the specified location to the site of work, storage, and installing Owner-furnished materials shall be included in the unit price bid for the contract item in which such Owner-furnished material is used.

After any Owner-furnished material has been delivered to the location specified, the Contractor shall be responsible for any demurrage, damage, loss, or other deficiencies that may occur during the Contractor’s handling, storage, or use of such Owner-furnished material. The Owner will deduct from any monies due or to become due the Contractor any cost incurred by the Owner in making good such loss due to the Contractor’s handling, storage, or use of Owner-furnished materials.

60-09 SHOP AND SETTING DRAWINGS AND CATALOGUE DATA. All materials and equipment used in the work shall be submitted to the Engineer for review by the Design Engineer for approval prior to ordering the equipment. All information required for the Design Engineer’s review of each particular pay item shall be sent as one submittal. In addition, if the pay item interfaces with other pay items (as in the case of electrical equipment), then the submittals covering the interfacing pay items shall be sent at the same time. Submittals consisting of marked catalog sheets or shop drawings shall be
provided. Submittal data shall be presented in a clear, precise and thorough manner. Original catalog sheets are preferred. Photocopies are acceptable provided they are as good a quality as the original. Clearly and boldly mark each copy to identify pertinent products or models applicable to this project. Indicate all optional equipment and delete non-pertinent data. Submittals for components of electrical equipment and systems shall identify the equipment for which they apply on each submittal sheet. Markings shall be boldly and clearly made with arrows or circles (highlighting is not acceptable). Drawings and data shall be submitted sufficiently in advance of the work to permit proper review, including time for necessary revisions and re-submittals. The Contractor is solely responsible for delays in the project accruing directly or indirectly from late submissions or resubmissions of submittals.

Shop and setting drawings shall present complete and accurate information relative to all working dimensions, equipment weight assembly and sectional view, all the necessary details, pertaining to coordinating the work of the Contract, lists of materials and finishes, parts lists and the description thereof, lists of spare parts and tools where such parts or tools are required, no-scale control diagrams for control wiring and control piping, and any other items of information that are required to demonstrate detail compliance with the Plans and Specifications. Each drawing shall be dated and shall show the name of the Project, Contract Number and the name of the manufacturer of the equipment covered by the drawing or drawings. The Design Engineer will not review any drawings that are not properly identified or that do not contain complete data on the work or that have not been checked, stamped and signed by the Contractor for compliance with the Contract Documents.

The Design Engineer's review of the Contractor's Shop Drawings signifies only that such drawings appear to be in substantial conformity with the Contract Drawings and Contract Documents or with the Design Engineer's instructions. Such review does not indicate approval of every detail of the drawings nor of the work methods of the Contractor which are indicated thereon. Regardless of the corrections made in or made of such drawings by the Design Engineer, the Contractor will nevertheless be responsible for the accuracy of such drawings, for their conformity to the Plans and Specifications and for the proper fitting and construction of the work.

No work covered by shop and setting drawings shall be done until the drawings have been reviewed and found acceptable by the Design Engineer. No payment shall be made on any item for which submittals are not received and found acceptable by the Design Engineer.

**60-10 ELECTRICAL SHOP DRAWINGS.** Drawings for electrical equipment shall show physical dimensions and installation details and shall include elementary and connection diagrams for each control assembly and the interconnection diagrams for all equipment. The drawings shall show clearly the coordination of control work, shall identify the components external to electrical equipment and shall define the contact arrangement and control action of the primary and final control elements.

Where standard electrical control equipment having complex internal wiring is required, such as control panels, generator transfer panels, electric or electronic instruments and similar items, the detail shop wiring diagrams for such equipment will not be required, and, if submitted, will in general not be reviewed. The submittal for each such item of equipment shall, however, include an elementary diagram of the input and output elements which require connections to external equipment, and/or a complete step by step description of the control action of the equipment being submitted. In the event that any questions arise as to the type of information to be presented on the submittal, the supplier shall direct inquiries to the Engineer through the Prime Contractor in advance of the preparation of his/her submittal.

**60-11 SUBSTITUTE ITEMS.** If in the Design Engineer’s sole judgment an item of material or equipment proposed by the Contractor does not qualify as an “or-equal” item, it will be considered a substitute item. The Contractor shall submit sufficient information as provided below to allow the Design Engineer to determine that the item of material or equipment proposed is essentially equivalent to that
named and an acceptable substitute therefore. The procedure for review by the Design Engineer will include the following and as the Design Engineer may decide is appropriate under the circumstances. Requests for review of substitute items of material or equipment will not be accepted by the Engineer from anyone other than the Contractor. If the Contractor wishes to furnish or use a substitute item of material or equipment, the Contractor shall first make a written application through the Engineer to the Design Engineer for acceptance thereof, certifying that the substitute will perform adequately the functions and achieve the results called for by the general design, be similar in substance to that specified and be suited to the same use as that specified. The application will state the extent, if any, to which the evaluation and acceptance of the substitute will prejudice the Contractor's achievement of completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents or Contract Drawings (or in the provisions of any other direct contract with the Owner for work on the Project) to adapt the design to the substitute and whether or not incorporation or use of the substitute in connection with the work is subject to payment of any license fee or royalty. If the substitute item requires modifications to any existing features or to any proposed work, the application shall also include details of proposed modifications necessary to accommodate the substitute item. Such details shall include scaled layouts, dimensions and other pertinent information to enable the Design Engineer to accurately assess the entire application. If the substitute item and proposed modifications are approved, the Contractor, at no additional cost to the Owner, shall do all work necessary to make such modifications and absorb all costs of any related changes imposed on other Contractor's. All variations of the substitute from that specified will be identified in the application and available maintenance, repair and replacement service will be indicated. The application will also contain an itemized estimate of all costs or credits that will result directly or indirectly from acceptance of such substitute, including costs of redesign and claims of other contractors affected by the resulting change, all of which will be considered by the Design Engineer in evaluating the substitute. The Design Engineer may require the Contractor to furnish additional data about the substitute.

A. Design Engineer's Evaluation. The Design Engineer will be the sole judge of acceptability. No substitute will be ordered, installed or utilized without the Design Engineer's prior written acceptance which will be evidenced by either a Change Order or an approved Shop Drawing. The Design Engineer will record time required by the Design Engineer and the Design Engineer's Consultants in evaluating substitutes proposed or submitted by the Contractor and in making changes in the Contract Documents or Contract Drawings (or in the provisions of any other direct contract with Owner for work on the Project) occasioned thereby. The Design Engineer’s charges shall be at the same rates the Design Engineer charges for such services to the Owner.

B. Contractor's Expense. All data to be provided by the Contractor in support of any substitute item will be at the Contractor's expense. In order to aid the Design Engineer in determining the equality of an or substitute item (when compared to the item actually specified), the Contractor shall arrange for the performance of any tests requested by the Design Engineer. The Design Engineer shall determine the nature, extent, tester and degree of supervision of such tests. Certified test results shall be mailed directly to the Design Engineer for all tests requested. All costs of such tests, including engineering costs, shall be borne by the Contractor. The Owner may require the Contractor to furnish at the Contractor's expense a special performance guarantee or other surety with respect to any substitute. Whether or not the Design Engineer accepts a substitute item so proposed or submitted by the Contractor, the Contractor shall reimburse the Owner for the charges of the Design Engineer and the Design Engineer's Consultants for evaluating each such substitute item. The costs for evaluating substitute items shall be deducted from the Owner's payment to the Contractor.

60-12 SUBMITTAL PROCEDURE. The following procedure has been established for the submittal and processing of shop and setting drawings, working drawings, and catalogue data. Departures from this procedure may result in delay and misunderstandings.
A. All information required for the Design Engineer’s review of each particular pay item shall be sent as one submittal to the Engineer. In addition, if the pay item interfaces with other pay items (as in the case of electrical equipment), then the submittals covering the interfacing pay items shall be sent at the same time.

B. In submitting certifications, drawings, catalog data, and similar items for review, at least five (5) copies shall be submitted. This number includes two copies for return to the Contractor bearing the review stamp, one of which will be incorporated into an O&M Manual prior to contract closeout. If the Contractor desires more than two copies returned, they shall submit the additional copies with the initial transmittals up to a maximum of four copies.

One (1) copy of the submitted data will be retained by the Design Engineer, two (2) copies of the submitted data will be retained by the Engineer and the remaining copies of the submitted data will be returned to the Contractor. If the need arises by the Engineer to require additional copies, the Contractor will be informed so that subsequent submittals will include the correct number of copies.

Additional copies of submittals will be required upon Engineer’s request, or in cases where the subject matter shown thereon requires coordination of two or more prime Contracts. One copy of each of such submittals received will be transmitted by the Engineer, whenever possible, to each of the other prime Contractors whose work is to be correlated with such submittals. The Engineer will transmit these submittals in order to facilitate each Contractor’s coordination of their own work with that of the other Contracts.

C. For transmitting data for review, two (2) copies of the letter of transmittal shall be sent to the Engineer’s office. Form letters may be used.

D. All correspondence other than simple transmittal of data shall be in triplicate.

E. Unless otherwise requested, a single copy of the correspondence emanating from the Design Engineer's office will be sent. Additional copies of correspondence up to a maximum of four (4) copies will be provided, if requested.

F. Submittals will be stamped by the Design Engineer as follows:

1. "Approved", if no change or rejection is made.

2. "Approved as Noted", if minor changes or additions are made, but re-submittal is not considered necessary. All copies will bear the corrective marks.

3. "Revise and Resubmit", if the changes requested are extensive. In this case, re-submittal after correction is necessary and the same number of copies shall be included in the re-submittal as in the first submittal.

4. "Rejected", if it is considered that the data submitted cannot with reasonable revision meet the requirements of the Plans and Specifications.

5. "Submit Specified Item", if the data submitted is not clear, complete, or for other reasons cannot be examined by the Engineer to establish compliance with the Plans and Specifications.
G. Unless otherwise approved in specific cases, all submittals must be transmitted by the Prime Contractor, not by the Subcontractors or vendors.

Any changes in re-submittals, other than those indicated as requested, must be specifically brought to the attention of the Design Engineer. Changes or additions shall not be made in, or to, any fabricated item, part or material without having a re-review.

END OF SECTION 60
Section 70 Legal Regulations and Responsibility to Public

70-01 LAWS TO BE OBSERVED. The Contractor shall keep fully informed of all Federal and state laws, all local laws, ordinances, and regulations and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed on the work, or which in any way affect the conduct of the work. He shall at all times observe and comply with all such laws, ordinances, regulations, orders, and decrees; and shall protect and indemnify the Owner, the Design Engineer, the Engineer, and all of their respective directors, officers, representatives, agents, or servants against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by himself or his/her employees.

70-02 PERMITS, LICENSES, AND TAXES. The Contractor shall procure all permits and licenses, pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the work, unless provided for elsewhere.

70-03 PATENTED DEVICES, MATERIALS, AND PROCESSES. If the Contractor is required or desires to use any design, device, material, or process covered by letters of patent or copyright, he shall provide for such use by suitable legal agreement with the patentee or owner. The Contractor and the surety shall indemnify and save harmless the Owner, the Design Engineer, the Engineer, any third party, or political subdivision from any and all claims for infringement by reason of the use of any such patented design, device, material or process, or any trademark or copyright, and shall indemnify the Owner, the Design Engineer, and the Engineer for any costs, expenses, and damages which they may be obliged to pay by reason of an infringement, at any time during the prosecution or after the completion of the work.

70-04 RESTORATION OF SURFACES DISTURBED BY OTHERS. The Owner reserves the right to authorize the construction, reconstruction, or maintenance of any public or private utility service, FAA or National Oceanic and Atmospheric Administration (NOAA) facility, or a utility service of another government agency at any time during the progress of the work. To the extent that such construction, reconstruction, or maintenance has been coordinated with the Owner, such authorized work (by others) is indicated as follows:

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<tr>
<th>Utility</th>
<th>Location (Sheet No.)</th>
<th>Person to Contact</th>
<th>Phone No.</th>
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<tr>
<td>“Not Applicable”</td>
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Except as listed above, the Contractor shall not permit any individual, firm, or corporation to excavate or otherwise disturb such utility services or facilities located within the limits of the work without the written permission of the Engineer.

Should the owner of public or private utility service, FAA, or NOAA facility, or a utility service of another government agency be authorized to construct, reconstruct, or maintain such utility service or facility during the progress of the work, the Contractor shall cooperate with such owners by arranging and performing the work in this contract so as to facilitate such construction, reconstruction or maintenance by others whether or not such work by others is listed above. When ordered as extra work by the Engineer, the Contractor shall make all necessary repairs to the work which are due to such authorized work by others, unless otherwise provided for in the contract, plans, or specifications. It is understood and agreed that the Contractor shall not be entitled to make any claim for damages due to such authorized work by others or for any delay to the work resulting from such authorized work.

70-05 FEDERAL AID PARTICIPATION. For AIP contracts, the United States Government has agreed to reimburse the Owner for some portion of the contract costs. Such reimbursement is made from time to time upon the Owner’s request to the FAA. In consideration of the United States Government’s (FAA’s)
agreement with the Owner, the Owner has included provisions in this contract pursuant to the requirements of Title 49 of the United States Code (USC) and the Rules and Regulations of the FAA that pertain to the work.

As required by the USC, the contract work is subject to the inspection and approval of duly authorized representatives of the Administrator, FAA, and is further subject to those provisions of the rules and regulations that are cited in the contract, plans, or specifications.

No requirement of the USC, the rules and regulations implementing the USC, or this contract shall be construed as making the Federal Government a party to the contract nor will any such requirement interfere, in any way, with the rights of either party to the contract.

**70-06 SANITARY, HEALTH, AND SAFETY PROVISIONS.** The Contractor shall provide and maintain in a neat, sanitary condition such accommodations for the use of his/her employees as may be necessary to comply with the requirements of the state and local Board of Health, or of other bodies or tribunals having jurisdiction.

Attention is directed to Federal, state, and local laws, rules and regulations concerning construction safety and health standards. The Contractor shall not require any worker to work in surroundings or under conditions that are unsanitary, hazardous, or dangerous to his/her health or safety.

**70-07 PUBLIC CONVENIENCE AND SAFETY.** The Contractor shall control his/her operations and those of his/her subcontractors and all suppliers, to assure the least inconvenience to the traveling public. Under all circumstances, safety shall be the most important consideration.

The Contractor shall maintain the free and unobstructed movement of aircraft and vehicular traffic with respect to his/her own operations and those of his/her subcontractors and all suppliers in accordance with the subsection titled MAINTENANCE OF TRAFFIC of Section 40 hereinbefore specified and shall limit such operations for the convenience and safety of the traveling public as specified in the subsection titled LIMITATION OF OPERATIONS of Section 80 hereinafter.

**70-08 BARRICADES, WARNING SIGNS, AND HAZARD MARKINGS.** The Contractor shall furnish, erect, and maintain all barricades, warning signs, and markings for hazards necessary to protect the public and the work. When used during periods of darkness, such barricades, warning signs, and hazard markings shall be suitably illuminated. Unless otherwise specified, barricades, warning signs, and markings for hazards that are in the air operations area shall be a maximum of 18 in high. Unless otherwise specified, barricades shall be spaced not more than 25 feet apart. Barricades, warning signs, and markings shall be paid for under

For vehicular and pedestrian traffic, the Contractor shall furnish, erect, and maintain barricades, warning signs, lights and other traffic control devices in reasonable conformity with the Manual of Uniform Traffic Control Devices for Streets and Highways (published by the United States Government Printing Office).

When the work requires closing an air operations area of the airport or portion of such area, the Contractor shall furnish, erect, and maintain temporary markings and associated lighting conforming to the requirements of AC 150/5340-1, Standards for Airport Markings.

The Contractor shall furnish, erect, and maintain markings and associated lighting of open trenches, excavations, temporary stock piles, and his/her parked construction equipment that may be hazardous to the operation of emergency fire-rescue or maintenance vehicles on the airport in reasonable conformance to AC 150/5370-2, Operational Safety on Airports During Construction.
The Contractor shall identify each motorized vehicle or piece of construction equipment in reasonable conformance to AC 150/5370-2.

The Contractor shall furnish and erect all barricades, warning signs, and markings for hazards prior to commencing work that requires such erection and shall maintain the barricades, warning signs, and markings for hazards until their dismantling is directed by the Engineer.

Open-flame type lights shall not be permitted within the air operations areas of the airport.

**70-09 USE OF EXPLOSIVES.** When the use of explosives is necessary for the prosecution of the work, the Contractor shall exercise the utmost care not to endanger life or property, including new work. The Contractor shall be responsible for all damage resulting from the use of explosives.

All explosives shall be stored in a secure manner in compliance with all laws and ordinances, and all such storage places shall be clearly marked. Where no local laws or ordinances apply, storage shall be provided satisfactory to the Engineer and, in general, not closer than 1,000 feet (300 m) from the work or from any building, road, or other place of human occupancy.

The Contractor shall notify each property owner and public utility company having structures or facilities in proximity to the site of the work of his/her intention to use explosives. Such notice shall be given sufficiently in advance to enable them to take such steps as they may deem necessary to protect their property from injury.

The use of electrical blasting caps shall not be permitted on or within 1,000 feet (300 m) of the airport property.

**70-10 PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPE.** The Contractor shall be responsible for the preservation of all public and private property, and shall protect carefully from disturbance or damage all land monuments and property markers until the Engineer has witnessed or otherwise referenced their location and shall not move them until directed.

The Contractor shall be responsible for all damage or injury to property of any character, during the prosecution of the work, resulting from any act, omission, neglect, or misconduct in his/her manner or method of executing the work, or at any time due to defective work or materials, and said responsibility will not be released until the project shall have been completed and accepted.

When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work, or in consequence of the non-execution thereof by the Contractor, he shall restore, at his/her own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, or otherwise restoring as may be directed, or he shall make good such damage or injury in an acceptable manner. The Contractor shall indemnify the Owner for any and all costs for the repair or replacement of the Owner’s property including, but not limited to, buildings and roads, which arise from or in any manner grow out of any act or neglect on or about the Project site by the Contractor and anyone for whom the Contractor is legally liable.

**70-11 RESPONSIBILITY FOR DAMAGE CLAIMS.** In addition to the obligations to defend, indemnify, and save harmless set forth elsewhere in Section 70, the Contractor shall defend, indemnify and save harmless the Design Engineer, the Engineer and the Owner and their respective directors, officers, representatives, and employees from all suits, actions, claims, damages, costs, and expenses of any character (including attorney’s fees) and liability (including statutory liability) brought because of
any injuries or damage received or sustained by any person, persons, or property on account of the operations of the Contractor; or arising out of or related to any negligence of the Contractor or anyone for whom the Contractor is legally liable in performing or safeguarding the work; or through use of unacceptable materials in constructing the work; or because of any and all environmental impairment; or because of any act or omission, neglect, or misconduct of said Contractor or anyone for whom the Contractor is legally liable; or because of any claims or amounts recovered from any infringements of patent, trademark, or copyright; or from any claims or amounts arising or recovered under the “Workmen’s Compensation Act,” or any other law, ordinance, order, or decree. Money due the Contractor under and by virtue of his/her contract as may be considered necessary by the Owner for such purpose may be retained for the use of the Owner or, in case no money is due, his/her surety may be held until such suits, actions, or claims for injuries or damages as aforesaid shall have been settled and suitable evidence to that effect furnished to the Owner, except that money due the Contractor will not be withheld when the Contractor produces satisfactory evidence that he is adequately protected by public liability and property damage insurance. As a material part of the consideration to be rendered by the Owner, the Contractor hereby waives all claims against the Owner for damages to the goods, wares, and merchandise in, upon, or about the Project, and the Contractor will hold the Owner exempt and harmless from any damage and injury to any such person or to the goods, wares, or merchandise of any such person, arising from the use of the Project site by the Contractor or from failure of the Contractor to keep the Project site in good condition and repair as provided in this Section.

The Contractor, at his own expense, shall procure and maintain, until final acceptance by the Owner of the work covered by the Contract, comprehensive liability insurance for damages imposed by law of the kinds and in the amounts hereinafter provided, written by a financially solvent insurance company authorized to do such business and write such coverage in the place where the Project is located, covering all operations under the Contract, whether performed by the Contractor or by its Subcontractor(s). Before commencing the work, the Contractor shall furnish to the Owner three (3) certificates of insurance, in satisfactory form to the Owner, showing that the Contractor has complied with the requirements of this Section. The policies and certificates shall provide that the policies shall not be changed or canceled until thirty (30) days after written notice thereof has been given to each of the Additional Insureds listed below. Property damage insurance shall include coverage for explosion, collapse, and underground operations (X C U hazards).

A. The kinds and amounts of insurance are as follows:

1. General Liability insurance policies shall be Commercial General Liability Insurance (including premises operations, independent contractors, products/completed operations, explosion, collapse and underground hazard, broad form property damage, and blanket contractual liability coverages) and shall be written on an Occurrence basis with the following minimum limits:

   Each Occurrence  $1,000,000
   General Aggregate  $3,000,000

   As an alternative to the above limits for General Aggregate and Each Occurrence, Contractor may elect to provide Excess Liability Insurance. Excess Liability coverage shall likewise be written on an Occurrence basis. If the Contractor so elects, then the sum of the General Liability Each Occurrence limit and the Excess Liability Each Occurrence limit shall total at least $1,000,000. The sum of the General Liability General Aggregate limit and the Excess Liability Aggregate limit shall total at least $3,000,000.

2. Automobile Liability policies shall cover “All Owned”, “Scheduled”, “Hired” and “Non-Owned” autos. The minimum Combined Single Limit shall be $1,000,000.
As an alternative to the above limit for Automobile Liability, Contractor may elect to provide Excess Liability Insurance. Excess Liability coverage shall be written on an Occurrence basis. If the Contractor so elects, then the sum of the Combined Single Limit and the Excess Liability Each Occurrence limit shall total at least $1,000,000.

3. Policy or policies covering the obligations of the Contractor in accordance with the provisions of any applicable Worker's Compensation or Disability Benefits Law.

B. Contractor’s insurance shall be primary over all other collectible insurance.

C. Anti-subrogation applies to General Liability and to Automobile Liability insurance coverages.

D. The Certificate Holder shall be the City of Reedley.

E. The following shall be named as Additional Insureds: City of Reedley; C&S Engineers, Inc.; the Federal Aviation Administration; and the California State Department of Transportation.

F. The General Liability policies shall provide coverage for liability for damages imposed by law upon the Contractor and its Subcontractor(s) with respect to all work performed by any of them under the Contract. The insurance company providing General Liability insurance coverage acknowledges that the Contractor has agreed in this Contract to defend, hold harmless, and indemnify the Owner, the Design Engineer, the Engineer, and their respective directors, officers, representatives and employees as set forth in this Section.

G. The Contractor's policies shall provide coverage for contractual liability imposed by contract, including this Contract, and completed operations liability for damages imposed by law arising between the date of the certification of completion of the work and the date of the expiration of the Contractor’s guarantee.

H. Contractor's policy shall provide coverage for liability arising out of the acts or omissions of its Subcontractors.

I. Each Subcontractor employed on the Project site by the Contractor shall provide comprehensive liability insurance in accordance with the above-described requirements of the Contractor. Such insurance requirements shall be submitted to the Engineer as part of the Subcontractor approval process.

70-12 THIRD PARTY BENEFICIARY CLAUSE. It is specifically agreed between the parties executing the contract that it is not intended by any of the provisions of any part of the contract to create the public or any member thereof a third party beneficiary or to authorize anyone not a party to the contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of the contract.

70-13 OPENING SECTIONS OF THE WORK TO TRAFFIC. Should it be necessary for the Contractor to complete portions of the contract work for the beneficial occupancy of the Owner prior to completion of the entire contract, such “phasing” of the work shall be specified herein and indicated on the plans. When so specified, the Contractor shall complete such portions of the work on or before the date specified or as otherwise specified. The Contractor shall make his/her own estimate of the difficulties involved in arranging his/her work to permit such beneficial occupancy by the Owner as described in the Construction Safety and Phasing Plan, Appendix A to Section 80.
Upon completion of any portion of the work listed above, such portion shall be accepted by the Owner in accordance with the subsection titled PARTIAL ACCEPTANCE of Section 50.

No portion of the work may be opened by the Contractor for public use until ordered by the Engineer in writing. Should it become necessary to open a portion of the work to public traffic on a temporary or intermittent basis, such openings shall be made when, in the opinion of the Engineer, such portion of the work is in an acceptable condition to support the intended traffic. Temporary or intermittent openings are considered to be inherent in the work and shall not constitute either acceptance of the portion of the work so opened or a waiver of any provision of the contract. Any damage to the portion of the work so opened that is not attributable to traffic which is permitted by the Owner shall be repaired by the Contractor at his/her expense.

The Contractor shall make his/her own estimate of the inherent difficulties involved in completing the work under the conditions herein described and shall not claim any added compensation by reason of delay or increased cost due to opening a portion of the contract work.

Contractor shall be required to conform to safety standards contained AC 150/5370-2, Operational Safety on Airports During Construction. See the Construction Safety Phasing Plan.

Contractor shall refer to the approved safety plan to identify barricade requirements and other safety requirements prior to opening up sections of work to traffic.

70-14 CONTRACTOR’S RESPONSIBILITY FOR WORK. Until the Engineer’s final written acceptance of the entire completed work, excepting only those portions of the work accepted in accordance with the subsection titled PARTIAL ACCEPTANCE of Section 50, the Contractor shall have the charge and care thereof and shall take every precaution against injury or damage to any part due to 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 damage to the work due to unforeseeable causes beyond the control of and without the fault or negligence of the Contractor, including but not restricted to acts of God such as earthquake, tidal wave, tornado, hurricane or other cataclysmic phenomenon of nature, or acts of the public enemy or of government authorities.

If the work is suspended for any cause whatever, the Contractor shall be responsible for the work and shall take such precautions necessary to prevent damage to the work. The Contractor shall provide for normal drainage and shall erect necessary temporary structures, signs, or other facilities at his/her expense. During such period of suspension of work, the Contractor shall properly and continuously maintain in an acceptable growing condition all living material in newly established planting, seedings, and soddings furnished under his/her contract, and shall take adequate precautions to protect new tree growth and other important vegetative growth against injury.

70-15 CONTRACTOR’S RESPONSIBILITY FOR UTILITY SERVICE AND FACILITIES OF OTHERS. As provided in the subsection titled RESTORATION OF SURFACES DISTURBED BY OTHERS of this section, the Contractor shall cooperate with the owner of any public or private utility service, FAA or NOAA, or a utility service of another government agency that may be authorized by the owner to construct, reconstruct or maintain such utility services or facilities during the progress of the work. In addition, the Contractor shall control his/her operations to prevent the unscheduled interruption of such utility services and facilities.

To the extent that such public or private utility services, FAA, or NOAA facilities, or utility services of another governmental agency are known to exist within the limits of the contract work, the approximate
locations have been indicated on the plans. It is understood and agreed that the Owner does not guarantee the accuracy or the completeness of the location information relating to existing utility services, facilities, or structures that may be shown on the plans or encountered in the work. Any inaccuracy or omission in such information shall not relieve the Contractor of his/her responsibility to protect such existing features from damage or unscheduled interruption of service.

It is further understood and agreed that the Contractor shall, upon execution of the contract, notify the owners of all utility services or other facilities of his/her plan of operations. Such notification shall be in writing addressed to THE PERSON TO CONTACT as provided hereinbefore in this subsection and the subsection titled RESTORATION OF SURFACES DISTURBED BY OTHERS of this section. A copy of each notification shall be given to the Engineer.

In addition to the general written notification hereinbefore provided, it shall be the responsibility of the Contractor to keep such individual owners advised of changes in his/her plan of operations that would affect such owners.

Prior to commencing the work in the general vicinity of an existing utility service or facility, the Contractor shall again notify each such owner of his/her plan of operation. If, in the Contractor’s opinion, the owner’s assistance is needed to locate the utility service or facility or the presence of a representative of the owner is desirable to observe the work, such advice should be included in the notification. Such notification shall be given by the most expeditious means to reach the utility owner’s PERSON TO CONTACT no later than two normal business days prior to the Contractor’s commencement of operations in such general vicinity. The Contractor shall furnish a written summary of the notification to the Engineer.

The Contractor’s failure to give the two day’s notice hereinabove provided shall be cause for the Owner to suspend the Contractor’s operations in the general vicinity of a utility service or facility.

Where the outside limits of an underground utility service have been located and staked on the ground, the Contractor shall be required to use excavation methods acceptable to the Engineer within 3 feet (90 cm) of such outside limits at such points as may be required to ensure protection from damage due to the Contractor’s operations.

Should the Contractor damage or interrupt the operation of a utility service or facility by accident or otherwise, he shall immediately notify the proper authority and the Engineer and shall take all reasonable measures to prevent further damage or interruption of service. The Contractor, in such events, shall cooperate with the utility service or facility owner and the Engineer continuously until such damage has been repaired and service restored to the satisfaction of the utility or facility owner.

The Contractor shall bear all costs of damage and restoration of service to any utility service or facility due to his/her operations whether or not due to negligence or accident. The Owner reserves the right to deduct such costs from any monies due or which may become due the Contractor, or his/her surety.

70-16 FURNISHING RIGHTS-OF-WAY. The Owner will be responsible for furnishing all rights-of-way upon which the work is to be constructed in advance of the Contractor’s operations.

70-17 PERSONAL LIABILITY OF PUBLIC OFFICIALS. In carrying out any of the contract provisions or in exercising any power or authority granted to him by this contract, there shall be no liability upon the Engineer, his/her authorized representatives, or any officials of the Owner either personally or as an official of the Owner. It is understood that in such matters they act solely as agents and representatives of the Owner.
70-18 NO WAIVER OF LEGAL RIGHTS. Upon completion of the work, the Owner will expeditiously make final inspection and notify the Contractor of final acceptance. Such final acceptance, however, shall not preclude or stop the Owner from correcting any measurement, estimate, or certificate made before or after completion of the work, nor shall the Owner be precluded or stopped from recovering from the Contractor or his/her surety, or both, such overpayment as may be sustained, or by failure on the part of the Contractor to fulfill his/her obligations under the contract. A waiver on the part of the Owner of any breach of any part of the contract shall not be held to be a waiver of any other or subsequent breach.

The Contractor, without prejudice to the terms of the contract, shall be liable to the Owner for latent defects, fraud, or such gross mistakes as may amount to fraud, or as regards the owner’s rights under any warranty or guaranty.

70-19 ENVIRONMENTAL PROTECTION. The Contractor shall comply with all Federal, state, and local laws and regulations controlling pollution of the environment. He shall take necessary precautions to prevent pollution of streams, lakes, ponds, and reservoirs with fuels, oils, bitumens, chemicals, or other harmful materials and to prevent pollution of the atmosphere from particulate and gaseous matter. The Contractor shall perform all testing, removal of contaminated material, transportation, treatment, remediation, and disposal of contaminated materials which are the result of a spill or release caused by the Contractor, and he shall provide and properly place materials to restore the property to its original condition, all to the Owner’s satisfaction and at the Contractor’s expense. Refer to the subsection titled PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPE of this section.

Contractors and subcontractors agree:

A. That any facility to be used in the performance of the contract or subcontract or to benefit from the contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities;

B. To comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq. and Section 308 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308 of the Acts, respectively, and all other regulations and guidelines issued thereunder;

C. That, as a condition for the award of this contract, the contractor or subcontractor will notify the awarding official of the receipt of any communication from the EPA indicating that a facility to be used for the performance of or benefit from the contract is under consideration to be listed on the EPA List of Violating Facilities;

D. To include or cause to be included in any construction contract or subcontract which exceeds $100,000 the aforementioned criteria and requirements.

E. Air Pollution

1. No burning of combustible waste shall be permitted.

   a. All spoil material from clearing and grubbing operations shall be disposed of in accordance with the Technical Specifications, unless otherwise directed.
   b. Wood may be salvaged for firewood or commercial use or it may be chipped and disposed of for use as mulch.
c. Logs, brush, etc. may be removed to an authorized disposal area or disposed of to the general public without charge.

3. Dust Control.
   a. Common construction operations which may cause excessive dust include:
      1) Quarry, drilling and rock crushing.
      2) Clearing, grubbing and stripping.
      3) Excavation and placement of embankment.
      4) Cement and aggregate handling.
      5) Cement or lime stabilization.
      6) Blasting.
      7) Use of haul roads.
      8) Sandblasting or grinding.

   b. Other construction operations which may cause air pollution are:
      1) Volatiles escaping from asphalt and cut back materials.
      2) Use of herbicides or fertilizers.
      3) Smoke from asphalt plants or heater/planers.

   c. Control of Dust and Other Air Pollutants shall be the responsibility of the Contractor and may include the following control methods:
      1) Drilling apparatus equipped with water or chemical dust controlling systems.
      2) Exposing the minimum area of land.
      3) Applying temporary mulch with or without seeding.
      4) Use of water sprinkling trucks.
      5) Use of covered haul trucks.
      6) Use of stabilizing agents in solution.
      7) Use of dust palliative and penetration asphalt on temporary roads.
      8) Use of wood chips in traffic or work areas.
      9) Use of vacuum equipped sandblasting systems.
     10) Use of plastic sheet coverings.
     11) Restricting the application rate of herbicides to recommended dosage. Materials should be covered and protected from the elements. Application, equipment and empty containers shall not be rinsed and discharged to a stream, etc. or allowed to enter the groundwater.
     12) Use dust control measures at bituminous mixing plants, and quarry operations.
     13) Delay operations until climate or wind conditions dissipate or inhibit the potential pollutants in a manner satisfactory to the Engineer.

F. Water Pollution

1. The Contractor shall use suitable precautions to minimize water pollution during the progress of the work. Erosion control devices or methods may consist of berms, dikes, dams, drains, sediment basins, fiber mats, woven plastic filter cloths, gravel, mulches, quick growing grasses, sod, bituminous spray or other control devices.

2. The amount of surface area of erodible earth at any one time shall not exceed the area allowed by permit.

3. Pollutants such as fuels, lubricants, bitumens, raw sewage and other harmful materials shall not be discharged into or near rivers, streams, and impoundments or into natural or man-made
channels leading thereto. Wash water or waste from concrete mixing and curing operations should not be allowed to enter streams, etc.

In the event of conflict between these requirements and pollution control laws, rules or regulations or other Federal, State or local agencies, the more restrictive laws, rules, or regulations shall apply.

70-20 ARCHAEOLOGICAL AND HISTORICAL FINDINGS. Unless otherwise specified in this subsection, the Contractor is advised that the site of the work is not within any property, district, or site, and does not contain any building, structure, or object listed in the current National Register of Historic Places published by the United States Department of Interior.

Should the Contractor encounter, during his/her operations, any building, part of a building, structure, or object that is incongruous with its surroundings, he shall immediately cease operations in that location and notify the Engineer. The Engineer will immediately investigate the Contractor’s finding and the Owner will direct the Contractor to either resume his/her operations or to suspend operations as directed.

Should the Owner order suspension of the Contractor’s operations in order to protect an archaeological or historical finding, or order the Contractor to perform extra work, such shall be covered by an appropriate contract modification (change order or supplemental agreement) as provided in the subsection titled EXTRA WORK of Section 40 and the subsection titled PAYMENT FOR EXTRA WORK AND FORCE ACCOUNT WORK of Section 90. If appropriate, the contract modification shall include an extension of contract time in accordance with the subsection titled DETERMINATION AND EXTENSION OF CONTRACT TIME of Section 80.

70-21 CIVIL RIGHTS ACT OF 1964, TITLE VI – CONTRACTOR CONTRACTUAL REQUIREMENTS. During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

A. Compliance with Regulations. The contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

B. Nondiscrimination. The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports. The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such
Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance. In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

1. Withholding of payments to the contractor under the contract until the contractor complies, and/or
2. Cancellation, termination, or suspension of the contract, in whole or in part.

F. Incorporation of Provisions. The contractor shall include the provisions of paragraphs A through E in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

70-22 AIRPORT AND AIRWAY IMPROVEMENT ACT OF 1982, SECTION 520 - GENERAL CIVIL RIGHTS PROVISIONS. The contractor assures that it will comply with pertinent statutes, Executive orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport a program, except where Federal assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon. In these cases the provision obligates the party or any transferee for the longer of the following periods: (a) the period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits or (b) the period during which the airport sponsor or any transferee retains ownership or possession of the property. In the case of contractors, this provision binds the contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

70-23 LOBBYING AND INFLUENCING FEDERAL EMPLOYEES.

A. No Federal appropriated funds shall be paid, by or on behalf of the contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant and the amendment or modification of any Federal grant.

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal grant, the contractor shall complete and submit Standard Form-LLL, “Disclosure of Lobby Activities,” in accordance with its instructions.
**70-24 ACCESS TO RECORDS AND REPORTS.** The Contractor shall maintain an acceptable cost accounting system. The Contractor agrees to provide the Sponsor, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers, and records of the contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

**70-25 DISADVANTAGED BUSINESS ENTERPRISE.** This section contains information from various sections of 49 CFR Part 26 titled Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. It is not intended to be all encompassing, nor a comprehensive reiteration of the regulation.

The bidder shall submit the Contractor’s DBE Plan to the owner for review and approval. The Contractor’s DBE Plan shall consist of the Contractor’s DBE Plan Form, a DBE Letter of Intent Form for each DBE firm, a copy of the DBE’s Evidence of Certification Status, and documented good faith efforts as described below. **SEE THE CONTRACTORS DBE PLAN FORM AND DBE LETTER OF INTENT FORM FOLLOWING THIS SECTION.**

A. The Sponsor has established a Disadvantaged Business Enterprise (DBE) program in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26. The Sponsor has received, or will receive, Federal financial assistance from the Department of Transportation, and as a condition of receiving this assistance, the Sponsor has signed an assurance that it will comply with 49 CFR Part 26.

It is the policy of the Sponsor to ensure that DBEs as defined in part 26, have an equal opportunity to receive and participate in DOT-assisted contracts. It is also the policy of the Sponsor:

1. To ensure nondiscrimination in the award and administration of DOT–assisted contracts;
2. To create a level playing field on which DBEs can compete fairly for DOT-assisted contracts;
3. To ensure that the DBE Program is narrowly tailored in accordance with applicable law;
4. To ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are permitted to participate as DBEs;
5. To help remove barriers to the participation of DBEs in DOT assisted contracts;
6. To assist the development of firms that can compete successfully in the market place outside the DBE Program.

B. The obligation of the bidder is to make good faith efforts. The bidder can demonstrate that it has done so either by meeting the contract goal or documenting good faith efforts. Examples of good faith efforts are found in Appendix A to Part 26. Determination whether the bidder has made a good faith effort will be made by the Sponsor’s DBE Liaison Officer. The Contractor’s DBE Plan must be acceptable to the Sponsor before entering into a contract with the bidder.

Guidance pertaining to good faith efforts is provided in Appendix A to 49 CFR Part 26. In general, the bidder must demonstrate that they have taken all necessary and reasonable steps to achieve the identified DBE goal. The bidder should adequately document all such efforts, including contacts of DBE firms that are not interested.
Good Faith Efforts:

Bidder must demonstrate that they made good faith efforts to achieve participation with DBE firms. This requires that the bidder show that it took all necessary and reasonable steps to secure participation by certified DBE firms. Mere pro forma efforts will not be considered as a good faith effort.

Such actions constituting evidence of good faith efforts include but are not limited to:

- Soliciting DBE participation through all reasonable and available means. This may include public advertisements and phone calls/faxes to known certified DBE firms.
- Consult State Department of Transportation office to obtain a list of certified DBE firms.
- Selecting portions of work that increases the likelihood that DBE firms will be available to participate.
- Providing DBE firms with sufficient information and time to review the project plans and specifications.
- Documenting all contacts with DBE firms. This includes name, address, phone number, date of contact and record of conversation/negotiation.

C. Within 15 days of being informed by the Sponsor that it is not responsive because it has not documented sufficient good faith efforts, a bidder may request administrative reconsideration. Bidders should make this request in writing to the Sponsor’s reconsideration official. The reconsideration official will not have played any role in the original determination that the bidder did not document sufficient good faith efforts.

As part of this reconsideration, the bidder will have the opportunity to provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. The bidder will have the opportunity to meet in person with the reconsideration official to discuss the issue of whether it met the goal or made adequate good faith efforts to do so. The Sponsor will send the bidder a written decision on reconsideration, explaining the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so. The result of the reconsideration process is not administratively appealable to the Department of Transportation.

D. The Sponsor will require the contractor to make good faith efforts to replace a DBE that is terminated or has otherwise failed to complete its work on a contract with another certified DBE, to the extent needed to meet the contract goal. The Sponsor will require the prime contractor to notify the DBE Liaison officer immediately of the DBE’s inability or unwillingness to perform and provide reasonable documentation.

In this situation, the Sponsor will require the prime contractor to obtain prior approval of the substitute DBE and to provide copies of new or amended subcontracts, or documentation of good faith efforts.

If the contractor fails or refuses to comply in the time specified, the Sponsor will issue an order stopping all or part of payment/work until satisfactory action has been taken. If the contractor still fails to comply, the contracting officer may issue a termination for default proceeding.

E. The sponsor will require the contractor to maintain records and documents of payments to DBEs for three years following the performance of the contract. These records will be made available for inspection upon request by any authorized representative of the Sponsor or DOT. This reporting requirement also extends to any certified DBE subcontractor.
The Sponsor will perform interim audits of contract payments to DBEs. The audit will review payments to DBE subcontractors to ensure that the actual amount paid to DBE subcontractors equals or exceeds the dollar amounts stated in The Contractors DBE Plan.

At completion of work, the contractor will report to the Sponsor the actual amount paid to each DBE firm utilized for this contract. **SEE THE DBE PARTICIPATION SUMMARY FORM FOLLOWING THIS SECTION.**

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

**70-26 ENERGY CONSERVATION REQUIREMENTS.** The contractor shall comply with mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

**70-27 BREACH OF CONTRACT TERMS.** Any violation or breach of terms of this contract on the part of the contractor or their subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of the agreement. The duties and obligations imposed by the Contract and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

**70-28 RIGHTS TO INVENTIONS.** All rights to inventions and materials generated under this contract are subject to regulations issued by the FAA and the Sponsor of the Federal grant under which this contract is executed.

**70-29 TRADE RESTRICTION CLAUSE.** The contractor or subcontractor, by submission of a proposal and/or execution of a contract, certifies that it:

A. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);

B. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;

C. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a contractor or subcontractor who is unable to certify to the above. If the contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government.
Further, the contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The contractor shall provide immediate written notice to the sponsor if the contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

70-30 VETERAN’S PREFERENCE. In the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Veterans of the Vietnam era and disabled veterans as defined in Section 515 (c) (1) and (2) of the Airport and Airway Improvement Act of 1982. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

70-31 DAVIS BACON REQUIREMENTS.

1. Minimum Wages.

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

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the
wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(ii)(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(ii)(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(ii)(D) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii) (B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

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

3. Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the Federal Aviation Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under paragraph 5.5(a)(3)(i) above. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S.
Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

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

(1) That the payroll for the payroll period contains the information required to be maintained under paragraph (3)(i) above and that such information is correct and complete;

(2) That each laborer and mechanic (including each helper, apprentice and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(ii)(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.

(ii)(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying or transcription by authorized representatives of the Sponsor, the Federal Aviation Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any
worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal Employment Opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. **Compliance with Copeland Act Requirements.** The contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.
6. **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR Part 5.5(a)(1) through (10) and such other clauses as the Federal Aviation Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.

7. **Contract Termination: Debarment.** A breach of the contract clauses in paragraph 1 through 10 of this section may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. **Compliance With Davis-Bacon and Related Act Requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. **Disputes Concerning Labor Standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6 and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. **Certification of Eligibility.**

    (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

    (ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).


70-32 **EQUAL EMPLOYMENT OPPORTUNITY - 41 CFR PART 60-1.4(b)** During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. **SEE THE “EQUAL EMPLOYMENT OPPORTUNITY IS THE LAW” POSTER FOLLOWING THIS SECTION.**
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

3. The contractor will send to each labor union or representative of workers with which s/he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.

5. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedure authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provision, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

70-33 NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION - 41 CFR PART 60-2.

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

2. The goals and timetables for minority and female participation, expressed in percentage terms for the contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

   Goals for minority participation for each trade  26.1%
   Goals for female participation in each trade    6.9%

   a. These goals are applicable to all the contractor's construction work (whether or not it is Federal or federally-assisted) performed in the covered area. If the contractor performs
construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its Federally involved and non-federally involved construction.

b. The contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training shall be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project, for the sole purpose of meeting the contractor's goals, shall be a violation of the contract, the Executive Order, and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The contractor shall provide written notification to the Director, OFCCP, within 10 working days of award of any construction subcontract in excess of $10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of subcontract; and the geographical area in which the subcontract is to be performed.

4. As used in this notice and in the contract resulting from this solicitation, the "covered area" is the State of California, County of Fresno, City of Reedley.

70-34 STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS – 41 CFR Part 60-4.3

1. As used in these specifications:
   a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
   b. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;
   c. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;
   d. "Minority" includes:
      (1) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
      (2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin regardless of race);
      (3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
(4) American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of $10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors shall be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p below. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in a geographical area where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the contractor has a collective bargaining agreement to refer either minorities or women shall excuse the contractor's obligations under these specifications, Executive Order 11246 or the regulations promulgated pursuant thereto.

6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees shall be employed by the contractor during the training period and the contractor shall have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees shall be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:
a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the contractor's employees are assigned to work. The contractor, where possible, will assign two or more women to each construction project. The contractor shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the contractor by the union or, if referred, not employed by the contractor, this shall be documented in the file with the reason therefore along with whatever additional actions the contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the contractor has a collective bargaining agreement has not referred to the contractor a minority person or female sent by the contractor, or when the contractor has other information that the union referral process has impeded the contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the contractor's employment needs, especially those programs funded or approved by the Department of Labor. The contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with onsite supervisory personnel such a superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written
notification to and discussing the contractor's EEO policy with other contractors and subcontractors with whom the contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students; and to minority and female recruitment and training organizations serving the contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the contractor shall send written notification to organizations, such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a contractor's workforce.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are non-segregated except that separate or single user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor union, contractor community, or other similar groups of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through 7p above, provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the contractor's and failure of such a group to fulfill an obligation shall not be a defense for the contractor's noncompliance.
9. A single goal for minorities and a separate single goal for women have been established. The contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, if the particular group is employed in a substantially disparate manner (for example, even though the contractor has achieved its goals for women generally,) the contractor may be in violation of the Executive Order if a specific minority group of women is underutilized.

10. The contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 above, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone number, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

16. Standard Form 100, Employer Information Report, must be filed by:

A. All private employers who are:
   (1) subject to Title VII of the Civil Rights Act of 1964 (as amended by the Equal Employment Opportunity Act of 1972) with 100 or more employees EXCLUDING State and local governments, primary and secondary school systems, institutions of higher education, Indian tribes and tax-exempt private membership clubs other than labor organizations; OR
(2) SUBJECT TO Title VII who have fewer than 100 employees if the company is owned or affiliated with another company, or there is centralized ownership, control or management (such as central control of personnel policies and labor relations) so that the group legally constitutes a single enterprise, and the entire enterprise employs a total of 100 or more employees.

B. All federal contractors (private employers), who:
   (1) are not exempt as provided for by 41 CFR 60-1.5,
   (2) have 50 or more employees, and
   (a) are prime contractors or first-tier subcontractors, and have a contract, subcontract, or purchase order amounting to $50,000 or more; or
   (b) serve as a depository of Government funds in any amount, or
   (c) is a financial institution which is an issuing and paying agent for U.S. Savings Bonds and Notes.

C. Standard Form 100 must be filed with the Joint Reporting Committee no later than September 30. Standard Form 100 is normally furnished to employers annually based on a mailing list maintained by the Joint Reporting Committee. In the event a Contractor has not received the form, it may be obtained from the Joint Reporting Committee, Post Office Box 779, Norfolk, Virginia 23501, telephone (757) 461-1213.

70-35 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT REQUIREMENTS 29 CFR PART 5

1. Overtime Requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages. In the event of any violation of the clause set forth in paragraph (1) above, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 above, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 above.

3. Withholding for Unpaid Wages and Liquidated Damages. The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 above.
4. **Subcontractors.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section.

70-36 CALTRANS Standard Specifications (section 7 Selections) For California State Contracts (APPENDIX A).

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licensor, licensee, lessor, lessee or any other party):

In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

This contract shall be governed by the laws of the State of California except where the Federal supremacy clause requires otherwise.

7-1.01 LAWS TO BE OBSERVED. The Contractor shall keep fully informed of all existing and future State and Federal laws and county and municipal ordinances and regulations 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 orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. The Contractor shall at all times observe and comply with, and shall cause all the Contractor's agents and employees to observe and comply with all existing and future laws, ordinances, regulations, orders and decrees of bodies or tribunals having any jurisdiction or authority over the work; and shall protect and indemnify the State of California, and all officers and employees thereof connected with the work, including but not limited to the Director and the Engineer, against any claim or liability arising from or based on the violation of any law, ordinance, regulation, order or decree, whether by the Contractor or the Contractor's employees. If any discrepancy or inconsistency is discovered in the plans, drawings, specifications or contract for the work in relation to any law, ordinance, regulation, order or decree, the Contractor shall forthwith report the same to the Engineer in writing.

7-1.01A Labor Code Requirements. Attention is directed to the following requirements of the Labor Code:

7-1.01A(1) Hours of Labor. 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) 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.

7-1.01A(2) Prevailing Wage. 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 the contract is made or awarded a penalty of not more than fifty dollars ($50) 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 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 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 project shall include a copy of the requirements in Sections 1771, 1775, 1776, 1777.5, 1813 and 1815 of the Labor Code.

2. 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 project.

4. Prior to making final payment to the subcontractor for work performed on the public works 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 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 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 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 Department 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 filing of a valid notice of completion or acceptance of the public works project, whichever occurs later, the Contractor shall pay all moneys retained from the subcontractor to the Department. These moneys shall be retained by the Department pending the final decision of an enforcement action.

Pursuant to the requirements in Section 1773 of the Labor Code, the Department 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 Labor Compliance Office at the offices of the District Director of Transportation for the district in which the work is situated. 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 10 days prior to the date of the Notice to Contractors for the project.

The State 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 State on the contract.

7-1.01A(2)(a) Travel and Subsistence Payments. Attention is directed to the requirements in Section 1773.8 of the Labor Code. 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.
7-1.01A(3) Payroll Records. Attention is directed to the requirements in Labor Code Section 1776, a portion of which is quoted below. 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.

(a) Each contractor and subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

(1) The information contained in the payroll record is true and correct.

(2) The employer has complied with the requirements of Sections 1771, 1811, and 1815 for any work performed by his or her employees on the public works project.

(b) The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours at the principal office of the contractor on the following basis:

(1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.

(2) A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to a representative of the body awarding the contract, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations.

(3) A certified copy of all payroll records enumerated in subdivision (a) shall be made available upon request by the public for inspection or for copies thereof. However, a request by the public shall be made through either the body awarding the contract, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the contractor, subcontractors, and the entity through which the request was made. The public shall not be given access to the records at the principal office of the contractor.

(c) The certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the division.

(d) A contractor or subcontractor shall file a certified copy of the records enumerated in subdivision (a) with the entity that requested the records within 10 days after receipt of a written request.

(e) Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the awarding body, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement shall be
marked or obliterated in a manner so as to prevent disclosure of an individual's name, address and social security number. The name and address of the contractor awarded the contract or the subcontractor performing the contract shall not be marked or obliterated.

(f) The contractor shall inform the body awarding the contract of the location of the records enumerated under subdivision (a), including the street address, city and county, and shall, within five working days, provide a notice of a change of location and address.

(g) The contractor or subcontractor shall have 10 days in which to comply subsequent to receipt of a written notice requesting the records enumerated in subdivision (a). In the event that the contractor or subcontractor fails to comply within the 10-day period, he or she shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit twenty-five dollars ($25) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. A contractor is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section.

The penalties specified in subdivision (g) of Labor Code Section 1776 for noncompliance with the requirements in Section 1776 may be deducted from any moneys due or which may become due to the Contractor.

A copy of all payrolls shall be submitted weekly to the Engineer. Payrolls shall contain the full name, address and social security number of each employee, the employee's correct classification, rate of pay, daily and weekly number of hours worked, itemized deductions made and actual wages paid. They shall also indicate apprentices and ratio of apprentices to journeymen. The employee's address and social security number need only appear on the first payroll on which that name appears. The payroll shall be accompanied by a "Statement of Compliance" signed by the employer or the employer's agent indicating that the payrolls are correct and complete and that the wage rates contained therein are not less than those required by the contract. The "Statement of Compliance" shall be on forms furnished by the Department or on any form with identical wording. The Contractor shall be responsible for the submission of copies of payrolls of all subcontractors.

If by the 15th of the month, the Contractor has not submitted satisfactory payrolls for all work performed during the monthly period ending on or before the first of that month, the Department will retain an amount equal to 10 percent of the estimated value of the work performed (exclusive of Mobilization) during the month from the next monthly estimate, except that this retention shall not exceed $10,000 nor be less than $1,000. Retentions for failure to submit satisfactory payrolls shall be additional to all other retentions provided for in the contract. The retention for failure to submit payrolls for any monthly period will be released for payment on the monthly estimate for partial payments next following the date that all the satisfactory payrolls for which the retention was made are submitted.

The Contractor and each subcontractor shall preserve their payroll records for a period of 3 years from the date of completion of the contract.

7-1.01A(4) Labor Nondiscrimination. Attention is directed to 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."

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

**“NONDISCRIMINATION CLAUSE”**

1. During the performance of this contract, contractor and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40) or sex. Contractors and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. Contractors and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, Section 12990 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this contract by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

2. This Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.

**STANDARD CALIFORNIA NONDISCRIMINATION CONSTRUCTION CONTRACT SPECIFICATIONS (GOV. CODE, SECTION 12990).**

These specifications are applicable to all state contractors and subcontractors having a construction contract or subcontract of $5,000, or more.

1. As used in the specifications:
   a. "Administrator" means Administrator, Office of Compliance Programs, California Department of Fair Employment and Housing, or any person to whom the Administrator delegates authority;
   b. "Minority" includes:
      (i) Black (all persons having primary origins in any of the black racial groups of Africa, but not of Hispanic origin);
      (ii) Hispanic (all persons of primary culture or origin in Mexico, Puerto Rico, Cuba, Central or South America or other Spanish derived culture or origin regardless of race);
(iii) Asian / Pacific Islander (all persons having primary origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent or the Pacific Islands); and

(iv) American Indian / Alaskan Native (all persons having primary origins in any of the original peoples of North America and who maintain culture identification through tribal affiliation or community recognition).

2. Whenever the contractor or any subcontractor subcontracts a portion of the work, it shall physically include in each subcontract of $5,000 or more the nondiscrimination clause in this contract directly or through incorporation by reference. Any subcontract for work involving a construction trade shall also include the Standard California Construction Contract Specifications, either directly or through incorporation by reference.

3. The contractor shall implement the specific nondiscrimination standards provided in paragraph 6(a) through (e) of these specifications.

4. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the contractor's obligations under these specifications, Government Code, Section 12990, or the regulations promulgated pursuant thereto.

5. In order for the nonworking training hours of apprentices and trainees to be counted, such apprentices and trainees must be employed by the contractor during the training period, and the contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor or the California Department of Industrial Relations.

6. The contractor shall take specific actions to implement its nondiscrimination program. The evaluation of the contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The contractor must be able to demonstrate fully its efforts under Steps a. through e. below:

   a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and at all facilities at which the contractor's employees are assigned to work. The contractor, where possible, will assign two or more women to each construction project. The contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the contractor's obligations to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

   b. Provide written notification within seven days to the director of DFEH when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

   c. Disseminate the Contractor's equal employment opportunity policy by providing notice of the policy to unions and training, recruitment and outreach programs and
requesting their cooperation in assisting the Contractor to meet its obligations; and by posting the company policy on bulletin boards accessible to all employees at each location where construction work is performed.

d. Ensure all personnel making management and employment decisions regarding hiring, assignment, layoff, termination, conditions of work, training, rates of pay or other employment decisions, including all supervisory personnel, superintendents, general foremen, on-site foremen, etc., are aware of the Contractor's equal employment opportunity policy and obligations, and discharge their responsibilities accordingly.

e. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the equal employment opportunity policy and the Contractor's obligations under these specifications are being carried out.

7. Contractors are encouraged to participate in voluntary associations which assist in fulfilling their equal employment opportunity obligations. The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's.

8. The Contractor is required to provide equal employment opportunity for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Fair Employment and Housing Act (Gov. Code, Section 12990 et seq.) if a particular group is employed in a substantially disparate manner.

9. Establishment and implementation of a bona fide affirmative action plan pursuant to Section 8104 (b) of this Chapter shall create a rebuttal presumption that a contractor is in compliance with the requirements of Section 12990 of the Government Code and its implementing regulations.

10. The Contractor shall not use the nondiscrimination standards to discriminate against any person because of race, color, religion, sex, national origin, ancestry, physical handicap, medical condition, marital status or age over 40.

11. The Contractor shall not enter into any subcontract with any person or firm decertified from state contracts pursuant to Government Code Section 12990.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and the nondiscrimination clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Government Code Section 12990 and its implementing regulations by the awarding
agency. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Government Code Section 12990.

13. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company equal employment opportunity policy is being carried out, to submit reports relating to the provisions hereof as may be required by OCP and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status, (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in any easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records. NOTE: Authority cited: Sections 12935(a) and 12990(d), Government Code. References: Section 12990, Government Code.”

7-1.01A(5) Apprentices. Attention is directed to 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, each contractor or 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 public works contract. Responsibility for compliance with this section lies with the Contractor.

It is State policy to encourage the employment and training of apprentices on public works contracts as may be permitted under local apprenticeship standards.

7-1.01A(6) Workers' 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.

Prior to the commencement of work, the Contractor shall sign and file with the Engineer a certification in the following form:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

This certification is included in the contract, and signature and return of the contract shall constitute signing and filing of the certificate.

7-1.01A(7) Suits to Recover Penalties and Forfeitures. Attention is directed to Sections 1730 to 1733, inclusive, of the Labor Code concerning suits to recover amounts withheld from payment for failure to comply with requirements of the Labor Code or contract provisions based on those laws.

Those sections provide that a suit on the contract for alleged breach thereof in not making the payment is the exclusive remedy of the Contractor or the Contractor's assignees with reference to amounts withheld for those penalties or forfeitures; and that the suit must be
commenced and actual notice thereof received by the awarding authority prior to 90 days after completion of the contract and the formal acceptance of the job.

Submission of a claim under Section 50-16, "Claims for Adjustment and Disputes," for the amounts withheld from payment for those penalties and forfeitures is not a prerequisite for those suits, and these claims will not be considered.

7-1.01B Fair Labor Standards Act. The attention of bidders is invited to the fact that the State of California, Department of Transportation, has been advised by the Wage and Hour Division, U.S. Department of Labor, that contractors engaged in highway construction work are required to meet the provisions of the Fair Labor Standards Act of 1938 and as amended (52 Stat. 1060).

7-1.01C Contractor's Licensing Laws. Attention is directed to the provisions of Chapter 9 of Division 3 of the Business and Professions Code concerning the licensing of contractors.

All bidders and contractors shall be licensed in accordance with the laws of this State and any bidder or contractor not so licensed is subject to the penalties imposed by those laws.

Attention is also directed to the requirements in Public Contract Code Section 10164. In all projects where Federal funds are involved, the Contractor shall be properly licensed at the time the contract is awarded.

7-1.01D Vehicle Code. Pursuant to the authority contained in Vehicle Code Section 591, the Department has determined that within those areas that are within the limits of the project and are open to public traffic, the Contractor shall comply with all the requirements set forth in Divisions 11, 12, 13, 14 and 15 of the Vehicle Code.

Attention is directed to the statement in Vehicle Code Section 591 that 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.

7-1.01E Trench Safety. Attention is directed to the requirements in Section 6705 of the Labor Code concerning trench excavation safety plans.

7-1.01F Air Pollution Control. The Contractor shall comply with all air pollution control rules, regulations, ordinances and statutes which apply to any work performed pursuant to the contract, including any air pollution control rules, regulations, ordinances and statutes, specified in Section 11017 of the Government Code.

Unless otherwise provided in the special provisions, material to be disposed of shall not be burned, either inside or outside the highway right of way.

7-1.01G Water Pollution. The Contractor shall exercise every reasonable precaution to protect streams, lakes, reservoirs, bays, and coastal waters from pollution with fuels, oils, bitumens, calcium chloride and other harmful materials and shall conduct and schedule operations so as to avoid or minimize muddying and silting of streams, lakes, reservoirs, bays and coastal waters. Care shall be exercised to preserve roadside vegetation beyond the limits of construction.

Water pollution control work is intended to provide prevention, control and abatement of water pollution to streams, waterways and other bodies of water, and shall consist of constructing those
facilities which may be shown on the plans, specified herein or in the special provisions, or directed by the Engineer.

In order to provide effective and continuous control of water pollution it may be necessary for the Contractor to perform the contract work in small or multiple units, on an out of phase schedule, and with modified construction procedures. The Contractor shall provide temporary water pollution control measures, including but not limited to, dikes, basins, ditches, and applying straw and seed, which become necessary as a result of the Contractor's operations. The Contractor shall coordinate water pollution control work with all other work done on the contract.

Before starting any work on the project, the Contractor shall submit, for acceptance by the Engineer, a program to control water pollution effectively during construction of the project. The program shall show the schedule for the erosion control work included in the contract and for all water pollution control measures which the Contractor proposes to take in connection with construction of the project to minimize the effects of the operations upon adjacent streams and other bodies of water. The Contractor shall not perform any clearing and grubbing or earthwork on the project, other than that specifically authorized in writing by the Engineer, until the program has been accepted.

If the measures being taken by the Contractor are inadequate to control water pollution effectively, the Engineer may direct the Contractor to revise the operations and the water pollution control program. The directions will be in writing and will specify the items of work for which the Contractor's water pollution control measures are inadequate. No further work shall be performed on those items until the water pollution control measures are adequate and, if also required, a revised water pollution control program has been accepted.

The Engineer will notify the Contractor of the acceptance or rejection of any submitted or revised water pollution control program in not more than 5 working days.

The State will not be liable to the Contractor for failure to accept all or any portion of an originally submitted or revised water pollution control program, nor for any delays to the work due to the Contractor's failure to submit an acceptable water pollution control program.

The Contractor may request the Engineer to waive the requirement for submission of a written program for control of water pollution when the nature of the Contractor's operation is such that erosion is not likely to occur. Waiver of this requirement will not relieve the Contractor from responsibility for compliance with the other provisions of this section. Waiver of the requirement for a written program for control of water pollution will not preclude requiring submittal of a written program at a later time if the Engineer deems it necessary because of the effect of the Contractor's operations.

Unless otherwise approved by the Engineer in writing, the Contractor shall not expose a total area of erosible earth material, which may cause water pollution, exceeding 750,000 square feet for each separate location, operation or spread of equipment before either temporary or permanent erosion control measures are accomplished.

Where erosion which will cause water pollution is probable due to the nature of the material or the season of the year, the Contractor's operations shall be so scheduled that permanent erosion control features will be installed concurrently with or immediately following grading operations.
Nothing in the terms of the contract nor in the provisions in this Section 7-1.01G shall relieve the Contractor of the responsibility for compliance with Sections 5650 and 12015 of the Fish and Game Code, or other applicable statutes relating to prevention or abatement of water pollution.

When borrow material is obtained from other than commercially operated sources, erosion of the borrow site during and after completion of the work shall not result in water pollution. The material source shall be finished, where practicable, so that water will not collect or stand therein.

The requirements of this section shall apply to all work performed under the contract and to all non-commercially operated borrow or disposal sites used for the project.

The Contractor shall also conform to the following provisions:

1. Where working areas encroach on live streams, barriers adequate to prevent the flow of muddy water into streams shall be constructed and maintained between working areas and streams, and during construction of the barriers, muddying of streams shall be held to a minimum.

2. Removal of material from beneath a flowing stream shall not be commenced until adequate means, such as a bypass channel, are provided to carry the stream free from mud or silt around the removal operations.

3. Should the Contractor's operations require transportation of materials across live streams, the operations shall be conducted without muddying the stream. Mechanized equipment shall not be operated in the stream channels of the live streams except as may be necessary to construct crossings or barriers and fills at channel changes.

4. Water containing mud or silt from aggregate washing or other operations shall be treated by filtration, or retention in a settling pond, or ponds, adequate to prevent muddy water from entering live streams.

5. Oily or greasy substances originating from the Contractor's operations shall not be allowed to enter or be placed where they will later enter a live stream.

6. Portland cement or fresh portland cement concrete shall not be allowed to enter flowing water of streams.

7. When operations are completed, the flow of streams shall be returned as nearly as possible to a meandering thread without creating possible future bank erosion, and settling pond sites shall be graded so they will drain and will blend in with the surrounding terrain.

8. Material derived from roadway work shall not be deposited in a live stream channel where it could be washed away by high stream flows.

9. Where there is possible migration of anadromous fish in streams affected by construction on the project, the Contractor shall conduct work operations so as to allow free passage of the migratory fish.

Compliance with the provisions in this section shall in no way relieve the Contractor from the responsibility to comply with the other provisions of the contract, in particular the responsibility for damage and for preservation of property.
Full compensation for conforming to the provisions in this section shall be considered as included in the prices paid for the various items of work and no additional compensation will be allowed therefore.

7-1.01H Use of Pesticides. The Contractor shall comply with all rules and regulations of the Department of Food and Agriculture, the Department of Health, the Department of Industrial Relations and all other agencies which govern the use of pesticides required in the performance of the work on the contract.

Pesticides shall include but shall not be limited to herbicides, insecticides, fungicides, rodenticides, germicides, nematocides, bactericides, inhibitors, fumigants, defoliants, desiccants, soil sterilants and repellents.

Any substance or mixture of substances intended for preventing, repelling, mitigating, or destroying weeds, insects, diseases, rodents, or nematodes and any substance or mixture of substances intended for use as a plant regulator, defoliant or desiccant shall be considered a pesticide.

7-1.01I Sound Control Requirements. The Contractor shall comply with all local sound control and noise level rules, regulations and ordinances which apply to any work performed pursuant to the contract.

Each internal combustion engine, used for any purpose on the job or related to the job, shall be equipped with a muffler of a type recommended by the manufacturer. No internal combustion engine shall be operated on the project without the muffler.

7-1.01J Assignment of Antitrust Actions. The Contractor's attention is directed to the following requirements in Public Contract Code 7103.5 and Government Code Sections 4553 and 4554, which shall be applicable to the Contractor and the Contractor's subcontractors:

"In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the contractor, without further acknowledgment by the parties.

"If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery.

"Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the
assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action."

7-1.02 LOAD LIMITATIONS. Unless expressly permitted in the special provisions, construction equipment or vehicles of any kind which, laden or unladen, exceed the maximum weight limitations set forth in Division 15 of the Vehicle Code, shall not be operated over completed or existing treated bases, surfacing, pavement or structures in any areas within the limits of the project, whether or not the area is subject to weight limitations under Section 7-1.01D, "Vehicle Code," except as hereinafter provided in this Section 7-1.02.

After application of the curing seal, no traffic or Contractor's equipment will be permitted on cement treated base or lean concrete base for a period of 72 hours. After 72 hours, traffic and equipment operated on the base shall be limited to that used in paving operations and placing additional layers of cement treated base. No traffic or Contractor's equipment will be permitted on treated permeable base except for that equipment required to place the permeable base and the subsequent layer of pavement. Trucks used to haul treated base, Portland cement concrete, or asphalt concrete shall enter onto the base to dump at the nearest practical entry point ahead of spreading equipment. Empty haul trucks shall exit from the base at the nearest practical exit point. Entry and exit points shall not be more than 1,000 feet ahead of spreading equipment except in locations where specifications prohibit operation of trucks outside the area occupied by the base or where steep slopes or other conditions preclude safe operation of hauling equipment. In those locations, entry and exit points shall be established at the nearest point ahead of spreading equipment permitted by specifications and allowing safe operation of hauling equipment. Damage to curing seal or base shall be repaired promptly by the Contractor, at the Contractor's expense, as directed by the Engineer.

Within the limits of the project and subject to the control of the Engineer, and provided that the Contractor, at the Contractor's expense, shall provide such protective measures as are deemed necessary by the Engineer and shall repair any damage caused by the operations, the Contractor will be permitted to:

(1) Make transverse crossings of those portions of an existing public road or street that are within the highway right of way, with construction equipment which exceeds the size or weight limitations set forth in Division 15 of the Vehicle Code.

(2) Make transverse crossings of treated bases, surfacing or pavement which are under construction or which have been completed, with construction equipment which exceeds the size or weight limitations set forth in Division 15 of the Vehicle Code.

(3) Cross bridge structures that are not open to public traffic and which are designed for HS20-44 Live Loading (culverts and pipes excluded), with construction equipment which exceeds the size or weight limitations set forth in Division 15 of the Vehicle Code, but not exceeding the load limitations hereinafter specified, provided that the Contractor furnishes to the Engineer the dimensions and maximum axle loadings of equipment proposed for use on bridge structures:

(a) The maximum loading on bridge structures due to pneumatic-tired truck and trailer combinations shall not exceed (1) 28,000 pounds for single axles, (2) 48,000 pounds for tandem axles, nor (3) 60,000 pounds total gross load for single vehicles or 110,000 pounds total gross load for truck and trailer or semi-trailer combinations.

(b) The loading on bridge structures due to 2 and 3 axle pneumatic-tired earthmovers shall not exceed that shown in the following table.
### Allowable Construction Loading On Bridges For 2 and 3 Axle Earthmovers

<table>
<thead>
<tr>
<th>Spacing of Bridge Girders (center to center in feet)</th>
<th>Maximum Axle Loading (in pounds)</th>
</tr>
</thead>
<tbody>
<tr>
<td>4</td>
<td>28,000</td>
</tr>
<tr>
<td>5</td>
<td>29,000</td>
</tr>
<tr>
<td>6</td>
<td>30,000</td>
</tr>
<tr>
<td>7</td>
<td>32,000</td>
</tr>
<tr>
<td>8</td>
<td>34,000</td>
</tr>
<tr>
<td>9</td>
<td>37,000</td>
</tr>
<tr>
<td>10 and over</td>
<td>40,000</td>
</tr>
</tbody>
</table>

Minimum axle spacing:
- For 3-axle earthmovers
  - Axles 1 to 2 = 8 feet
  - Axles 2 to 3 = 20 feet
- For 2-axle earthmovers
  - Axles 1 to 2 = 20 feet

(4) Move equipment within the limits of the project over completed or existing base, surfacing, pavement and structures, whether or not open to the public, in accordance with the limitations and conditions in the "Permit Policy" of the Department of Transportation.

Within the limits of the project and subject to the condition that the Contractor shall repair, at the Contractor's expense, any damage caused thereby, the Contractor will be permitted to cross culverts and pipes with construction equipment which exceeds the size or weight limitations set forth in Division 15 of the Vehicle Code in accordance with the conditions set forth on the plans. If the conditions are not set forth on the plans, the provisions in the first paragraph in this Section 7-1.02 will apply.

Should the Contractor desire to increase the load carrying capacity of a structure or structures which are to be constructed as a part of the contract, in order to facilitate the Contractor's own operations, the Contractor may request the Engineer to consider redesigning the structure or structures. Proposals by the Contractor to increase the load carrying capacity of structures above 130,000 pounds per single axle or pair of axles less than 8 feet apart, or above 330,000 pounds total gross vehicle weight, will not be approved. The request shall include a description of the structure or structures involved and a detailed description of the overloads to be carried, the date the revised plans would be required, and a statement that the Contractor agrees to pay all costs involved in the strengthening of the structure or structures, including the cost of revised plans, and further that the Contractor agrees that no extension of time will be allowed by reason of any delay to the work which may be due to the alteration of the structure or structures. If the Engineer
determines that strengthening the structure or structures will be permitted, the Engineer will inform the Contractor of the estimated cost of the alterations, including engineering, and the date that revised plans could be furnished. If the cost and date are satisfactory to the Contractor, the Engineer will prepare a change order providing for the agreed upon alterations.

7-1.03 PAYMENT OF TAXES. The contract prices paid for the work shall include full compensation for all taxes which the Contractor is required to pay, whether imposed by Federal, State or local government, including, without being limited to, Federal excise tax. No tax exemption certificate nor any document designed to exempt the Contractor from payment of any tax will be furnished to the Contractor by the Department, as to any tax on labor, services, materials, transportation, or any other items furnished pursuant to the contract.

7-1.04 PERMITS AND LICENSES. The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incident to the due and lawful prosecution of the work.

The Environmental Quality Act (Public Resources Code, Sections 21000 to 21176, inclusive) may be applicable to permits, licenses and other authorizations which the Contractor must obtain from local agencies in connection with performing the work of the contract. The Contractor shall comply with the provisions of those statutes in obtaining the permits, licenses and other authorizations and they shall be obtained in sufficient time to prevent delays to the work.

In the event that the Department has obtained permits, licenses or other authorizations, applicable to the work, in conformance with the requirements in the Environmental Quality Act, the Contractor shall comply with the provisions of those permits, licenses and other authorizations.

7-1.05 PATENTS. The Contractor shall assume all costs arising from the use of patented materials, equipment, devices or processes used on or incorporated in the work, and agrees to indemnify and save harmless the State of California, the Director, the Engineer, and their duly authorized representatives, from all suits at law, or actions of every nature for, or on account of the use of any patented materials, equipment, devices or processes.

7-1.06 SAFETY AND HEALTH PROVISIONS. The Contractor shall conform to all applicable occupational safety and health standards, rules, regulations and orders established by the State of California. Working areas utilized by the Contractor to perform work during the hours of darkness, shall be lighted to conform to the minimum illumination intensities established by California Division of Occupational Safety and Health Construction Safety Orders.

All lighting fixtures shall be mounted and directed in a manner precluding glare to approaching traffic.

Full compensation for conforming to the provisions in this section shall be considered as included in the contract prices paid for the various items of work involved and no separate payment will be made therefore.

7-1.07 (BLANK)

7-1.08 PUBLIC CONVENIENCE. This Section 7-1.08 defines the Contractor's responsibility with regard to convenience of the public and public traffic in connection with the Contractor's operations.

Attention is directed to Section 7-1.09, "Public Safety," for provisions relating to the Contractor's responsibility for the safety of the public. The provisions in Section 7-1.09 are in addition to the
provisions in this Section 7-1.08, and the Contractor will not be relieved of the responsibilities as set forth in Section 7-1.09 by reason of conformance with any of the provisions in this Section 7-1.08.

The Contractor shall so conduct operations as to offer the least possible obstruction and inconvenience to the public and shall have under construction no greater length or amount of work than can be prosecuted properly with due regard to the rights of the public.

Unless otherwise provided in the special provisions, all public traffic shall be permitted to pass through the work with as little inconvenience and delay as possible. Where possible, public traffic shall be routed on new or existing paved surfaces.

Spillage resulting from hauling operations along or across any public traveled way shall be removed immediately by the Contractor at the Contractor's expense.

Existing traffic signals and highway lighting shall be kept in operation for the benefit of the traveling public during progress of the work, and other forces will continue routine maintenance of existing systems.

Construction operations shall be conducted in such a manner as to cause as little inconvenience as possible to abutting property owners.

Convenient access to driveways, houses, and buildings along the line of the work shall be maintained and temporary approaches to crossings or intersecting highways shall be provided and kept in good condition. When the abutting property owner's access across the right of way line is to be eliminated, or to be replaced under the contract by other access facilities, the existing access shall not be closed until the replacement access facilities are usable.

Roadway excavation and the construction of embankments shall be conducted in such a manner as to provide a reasonably smooth and even surface satisfactory for use by public traffic at all times; sufficient fill at culverts and bridges to permit traffic to cross shall be placed in advance of other grading operations; and if ordered by the Engineer roadway cuts shall be excavated in lifts and embankments constructed part width at a time, construction being alternated from one side to the other and traffic routed over the side opposite the one under construction. Culvert installation or culvert construction shall be conducted on but one-half the width of the traveled way at a time, and that portion of the traveled way being used by public traffic shall be kept open and unobstructed until the opposite side of the traveled way is ready for use by traffic.

Upon completion of rough grading at the grading plane, or placing any subsequent layer thereon, the surface of the roadbed shall be brought to a smooth, even condition free of humps and depressions, satisfactory for the use of public traffic.

After the surface of the roadbed has been brought to a smooth and even condition for the passage of public traffic as above provided, any work ordered by the Engineer for the accommodation of public traffic prior to commencing subgrade operations will be paid for as extra work as provided in the provision set forth in this Contract. After subgrade preparation for a specified layer of material has been completed, the Contractor shall, at the Contractor's expense, repair any damage to the roadbed or completed subgrade, including damage caused by the Contractor's operations or use by public traffic.

While subgrade and paving operations are underway, public traffic shall be permitted to use the shoulders and, if half-width paving methods are used, shall also be permitted to use the side of the roadbed opposite the one under construction. When sufficient width is available, a passageway wide enough to accommodate at least 2 lanes of traffic shall be kept open at locations where subgrade and
paving operations are in active progress. Any shaping of shoulders or reshaping of subgrade necessary for the accommodation of public traffic thereon during subgrade preparation and paving operations will be paid for as extra work as provided in the provisions set forth in this Contract.

When ordered by the Engineer, the Contractor shall furnish a pilot car and driver and flaggers for the purpose of expediting the passage of public traffic through the work under one-way controls, and the cost thereof will be paid for as extra work as provided in the provisions set forth in this Contract. At locations where traffic is being routed through construction under one-way controls and when ordered by the Engineer, the movement of the Contractor's equipment from one portion of the work to another shall be governed in accordance with the one-way controls.

Water or dust palliative shall be applied if ordered by the Engineer for the alleviation or prevention of dust nuisance as provided in the provisions set forth in this Contract.

In order to expedite the passage of public traffic through or around the work and where ordered by the Engineer, the Contractor shall install signs, lights, flares, temporary railing (Type K), barricades and other facilities for the sole convenience and direction of public traffic. Also where directed by the Engineer, the Contractor shall furnish competent flaggers whose sole duties shall consist of directing the movement of public traffic through or around the work. The cost of furnishing and installing the signs, lights, flares, temporary railing (Type K), barricades, and other facilities, not to be paid for as separate contract items, will be paid for as extra work as provided in the provisions set forth in this Contract.

The cost of furnishing flaggers for the sole convenience and direction of public traffic will be paid for as provided in the provisions set forth in this Contract.

The Contractor will be required to pay the cost of replacing or repairing all facilities installed under extra work for the convenience or direction or warning of public traffic that are lost while in the Contractor's custody, or are damaged by reason of the Contractor's operations to such an extent as to require replacement or repair, and deductions from any moneys due or to become due the Contractor will be made to cover the cost.

Whenever a section of surfacing, pavement or the deck of a structure has been completed, the Contractor shall open it to use by public traffic if the Engineer so orders or may open it to use by public traffic if the Engineer so consents. In either case the Contractor will not be allowed any compensation due to any delay, hindrance or inconvenience to the Contractor's operations caused by public traffic, but will thereupon be relieved of responsibility for damage to completed permanent facilities caused by public traffic, within the limits of that use. The Contractor will not be relieved of any other responsibility under the contract nor will the Contractor be relieved of cleanup and finishing operations.

Except as otherwise provided in this Section 7-1.08 or in the special provisions, full compensation for conforming to the provisions in this Section 7-1.08 shall be considered as included in the prices paid for the various contract items of work and no additional compensation will be allowed therefore.

7-1.09 PUBLIC SAFETY. It is the Contractor's responsibility to provide for the safety of traffic and the public during construction.

Attention is directed to Section 7-1.12, "Indemnification and Insurance."
Attention is directed to Section 7-1.08, "Public Convenience," for provisions relating to the Contractor's responsibility for providing for the convenience of the public in connection with the Contractor's operations.

Whenever the Contractor's operations create a condition hazardous to traffic or to the public, the Contractor shall, at the Contractor's expense and without cost to the State, furnish, erect and maintain those fences, temporary railing (Type K), barricades, lights, signs and other devices and take such other protective measures that are necessary to prevent accidents or damage or injury to the public.

The Contractor shall also furnish such flaggers as are necessary to give adequate warning to traffic or to the public of any dangerous conditions to be encountered, and payment therefore will be made as provided in the provisions set forth in this Contract.

Signs, lights, flags, and other warning and safety devices and their use shall conform to the requirements set forth in Part 6 of the MUTCD and of the MUTCD California Supplement. Signs or other protective devices furnished and erected by the Contractor, at the Contractor's expense, as above provided, shall not obscure the visibility of, nor conflict in intent, meaning and function of either existing signs, lights and traffic control devices or any construction area signs and traffic control devices for which furnishing of, or payment for, is provided elsewhere in the specifications. Signs furnished and erected by the Contractor, at the Contractor's expense, shall be approved by the Engineer as to size, wording and location.

The installation of general roadway illumination shall not relieve the Contractor of the responsibility for furnishing and maintaining any of the protective facilities herein before specified.

Construction equipment shall enter and leave the highway via existing ramps and crossovers and shall move in the direction of public traffic. All movements of workmen and construction equipment on or across lanes open to public traffic shall be performed in a manner that will not endanger public traffic.

The Contractor's trucks or other mobile equipment which leave a freeway lane, that is open to public traffic, to enter the construction area, shall slow down gradually in advance of the location of the turnoff to give following public traffic an opportunity to slow down.

When leaving a work area and entering a roadway carrying public traffic, the Contractor's equipment, whether empty or loaded, shall in all cases yield to public traffic.

No material or equipment shall be stored where it will interfere with the free and safe passage of public traffic, and at the end of each day's work and at other times when construction operations are suspended for any reason, the Contractor shall remove all equipment and other obstructions from that portion of the roadway open for use by public traffic.

Temporary facilities which the Contractor uses to perform the work shall not be installed or placed where they will interfere with the free and safe passage of public traffic.

Temporary facilities which could be a hazard to public safety if improperly designed shall comply with design requirements specified in the contract for those facilities or, if none are specified, with standard design criteria or codes appropriate for the facility involved. Working drawings and design calculations for the temporary facilities shall be prepared and signed by an engineer who is registered as a Civil Engineer in the State of California and shall be submitted to the Engineer for approval pursuant to the provisions set forth in this Contract. The submittals shall designate thereon the standard design criteria or codes used. Installation of the temporary facilities shall not start until the Engineer has reviewed and approved the drawings.
Should the Contractor appear to be neglectful or negligent in furnishing warning devices and taking protective measures as above provided, the Engineer may direct attention to the existence of a hazard and the necessary warning devices shall be furnished and installed and protective measures taken by the Contractor at the Contractor's expense. Should the Engineer point out the inadequacy of warning devices and protective measures, that action on the part of the Engineer shall not relieve the Contractor from responsibility for public safety or abrogate the obligation to furnish and pay for these devices and measures.

Provision for the payment for signs, lights, flares, temporary railing (Type K), barricades, and other facilities by extra work as provided in Section 7-1.08, "Public Convenience," or by contract item as provided in the provisions set forth in this Contract shall in nowise relieve the Contractor from the responsibility as provided in this Section 7-1.09.

Except as otherwise provided in this Section 7-1.09 or in the special provisions, full compensation for conforming to all of the provisions in this Section 7-1.09 shall be considered as included in the prices paid for the various contract items of work and no additional compensation will be allowed therefore.

7-1.10 USE OF EXPLOSIVES. When explosives are used, the Contractor shall exercise the utmost care not to endanger life or property.

In advance of doing any blasting work within 200 feet of any railroad's tracks or structures, the Contractor shall notify the railroad of the location, date, time and approximate duration of the blasting operations.

7-1.11 PRESERVATION OF PROPERTY. Due care shall be exercised to avoid injury to existing highway improvements or facilities, utility facilities, adjacent property, and roadside trees, shrubs and other plants that are not to be removed.

Roadside trees, shrubs and other plants that are not to be removed, and pole lines, fences, signs, markers and monuments, buildings and structures, conduits, pipelines under or above ground, sewer and water lines, all highway facilities and any other improvements or facilities within or adjacent to the highway shall be protected from injury or damage, and if ordered by the Engineer, the Contractor shall provide and install suitable safeguards, approved by the Engineer, to protect the objects from injury or damage. If the objects are injured or damaged by reason of the Contractor's operations, the objects shall be replaced or restored at the Contractor's expense. The facilities shall be replaced or restored to a condition as good as when the Contractor entered upon the work, or as good as required by the specifications accompanying the contract, if any of the objects are a part of the work being performed under the contract. The Engineer may make or cause to be made those temporary repairs that are necessary to restore to service any damaged highway facility. The cost of the repairs shall be borne by the Contractor and may be deducted from any moneys due or to become due to the Contractor under the contract.

It shall be the Contractor's responsibility, pursuant to the provisions set forth in this Contract, to ascertain the location of those underground improvements or facilities which may be subject to damage by reason of the Contractor's operations.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in protecting or repairing property as specified in this Section 7-1.11, shall be considered as included in the prices paid for the various contract items of work and no additional compensation will be allowed therefore.
70-37 BAN ON TEXTING WHEN DRIVING

1. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:

   A. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or sub grant.

   B. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:

      a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

      b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

2. The Sponsor must insert the substance of this clause on banning texting when driving in all sub grants, contracts and subcontracts.
Equal Employment Opportunity is THE LAW

Private Employers, State and Local Governments, Educational Institutions, Employment Agencies and Labor Organizations

Applicants to and employees of most private employers, state and local governments, educational institutions, Employment agencies, and labor organizations are protected under Federal law from discrimination on the following bases.

RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN
Title VII of the Civil Rights Act of 1964, as amended, protects applicants and employees from discrimination in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment, on the basis of race, color, religion, sex (including pregnancy), or national origin. Religious discrimination includes failing to reasonably accommodate an employee's religious practices where the accommodation does not impose undue hardship.

DISABILITIES
Title I and Title V of the Americans with Disabilities Act of 1990, as amended, protect qualified individuals from discrimination on the basis of disability in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. Disability discrimination includes not making reasonable accommodation to the known physical or mental limitations of an otherwise qualified individual with a disability who's an applicant or employee, barring undue hardship.

AGE
The Age Discrimination in Employment Act of 1967, as amended, protects applicants and employees 40 years of age or older from discrimination based on age in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment.

SEX (WAGES)
In addition to sex discrimination prohibited by Title VII of the Civil Rights Act, as amended, the Equal Pay Act of 1963, as amended, prohibits sex discrimination in payment of wages to women and men performing substantially equal work jobs that require equal skill, effort, and responsibility, under similar working conditions, in the same establishment.

GENETICS
Title II of the Genetic Information Nondiscrimination Act of 2008 protects applicants and employees from discrimination based on genetic information in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. GINA also restricts employers’ acquisition of genetic information and strictly limits disclosure of genetic information. Genetic information includes information about genetic tests of applicants, employees, or their family members; the manifestation of diseases or disorders in family members (family medical history); and requests for or receipt of genetic services by applicants, employees, or their family members.

RETAILATION
All of these Federal laws prohibit covered entities from retaliating against a person who files a charge of discrimination, participates in a discrimination proceeding, or otherwise opposes an unlawful employment practice.

WHAT TO DO IF YOU BELIEVE DISCRIMINATION HAS OCCURRED
There are strict time limits for filing charges of employment discrimination. To preserve the ability of EEOC to act on your behalf and to protect your right to file a private lawsuit, should you ultimately need to, you should contact EEOC promptly when discrimination is suspected:
The U.S. Equal Employment Opportunity Commission (EEOC), 1-800-669-4000 (toll-free) or 1-800-669-6820 (toll-free TTY number for individuals with hearing impairments). EEOC field office information is available at www.eeoc.gov or in most telephone directories in the U.S. Government or Federal Government section. Additional information about EEOC, including information about charge filing, is available at www.eeoc.gov.
Employers Holding Federal Contracts or Subcontracts

Applicants to and employees of companies with a Federal government contract or subcontract, are protected under Federal law from discrimination on the following bases.

**RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN**
Executive Order 11246, as amended, prohibits job discrimination on the basis of race, color, religion, sex or national origin, and requires affirmative action to ensure equality of opportunity in all aspects of employment.

**INDIVIDUALS WITH DISABILITIES**
Section 503 of the Rehabilitation Act of 1973, as amended, protects qualified individuals from discrimination on the basis of disability in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. Disability discrimination includes not making reasonable accommodation to the known physical or mental limitations of an otherwise qualified employee, barring undue hardship. Section 503 also requires that Federal contractors take affirmative action to employ and advance in employment qualified individuals with disabilities at all levels of employment, including the executive level.

**DISABLED, RECENTLY SEPARATED, OTHER PROTECTED, AND ARMED FORCES SERVICE MEDAL VETERANS**
The Vietnam Era Veterans’ Readjustment Assistance Act of 1974, as amended, 38 U.S.C. 4212, prohibits job discrimination and requires affirmative action to employ and advance in employment disabled veterans, recently separated veterans (within three years of discharge or release from active duty), other protected veterans (veterans who served during a war or in a campaign or expedition for which a campaign badge has been authorized), and Armed Forces service medal veterans (veterans who, while on active duty, participated in a U.S. military operation for which an Armed Forces service medal was awarded).

**RECALTIATION**
Retaliation is prohibited against a person who files a complaint of discrimination, participates in an OFCCP proceeding, or otherwise opposes discrimination under these Federal laws.

Any person who believes a contractor has violated its nondiscrimination or affirmative action obligations under the authorities above should contact immediately:
The Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210, 1-800-397-6251 (toll-free) or (202) 693-1337 (TTY). OFCCP may also be contacted by e-mail at OFCCP-Public@dol.gov, or by calling an OFCCP regional or district office, listed in most telephone directories under U.S. Government, Department of Labor.

Programs or Activities Receiving Federal Financial Assistance

**RACE, COLOR, NATIONAL ORIGIN, SEX**
In addition to the protections of Title VII of the Civil Rights Act of 1964, as amended, Title VI of the Civil Rights Act of 1964, as amended, prohibits discrimination on the basis of race, color or national origin in programs or activities receiving Federal financial assistance. Employment discrimination is covered by Title VI if the primary objective of the financial assistance is provision of employment, or where employment discrimination causes or may cause discrimination in providing services under such programs. Title IX of the Education Amendments of 1972 prohibits employment discrimination on the basis of sex in educational programs or activities which receive Federal financial assistance.

**INDIVIDUALS WITH DISABILITIES**
Section 504 of the Rehabilitation Act of 1973, as amended, prohibits employment discrimination on the basis of disability in any program or activity which receives Federal financial assistance. Discrimination is prohibited in all aspects of employment against persons with disabilities who, with or without reasonable accommodation, can perform the essential functions of the job.

If you believe you have been discriminated against in a program of any institution which receives Federal financial assistance, you should immediately contact the Federal agency providing such assistance.

*EEOC 9/02 and OFCCP 8/08 Versions Useable with 11/09 Supplement*
CONTRACTOR’S DBE PLAN
(Submit this form and attach one DBE Letter of Intent Form for each DBE subcontractor, supplier or manufacturer.)

Project Name/Location:  Reedley Municipal Airport – Construct Perimeter Fencing, Phase I

FAA AIP Project No: 

Total Awarded Contract Amount:  $

Name of Bidder’s Firm: 

Street Address: 

City: _____________________ State: _____________________ Zip: _____________________

Printed name of signer: 

Printed title of signer: 

DBE UTILIZATION SUMMARY

<table>
<thead>
<tr>
<th></th>
<th>DBE Contract Amount</th>
<th>DBE Value</th>
<th>Contract %</th>
</tr>
</thead>
<tbody>
<tr>
<td>DBE Prime Contractor</td>
<td>$__________ x 1.00 =</td>
<td>$__________</td>
<td>_________%</td>
</tr>
<tr>
<td>DBE Subcontractors</td>
<td>$__________ x 1.00 =</td>
<td>$__________</td>
<td>_________%</td>
</tr>
<tr>
<td>DBE Suppliers</td>
<td>$__________ x 0.60 =</td>
<td>$__________</td>
<td>_________%</td>
</tr>
<tr>
<td>DBE Manufacturers</td>
<td>$__________ x 1.00 =</td>
<td>$__________</td>
<td>_________%</td>
</tr>
<tr>
<td>Total Proposed DBE Participation</td>
<td>$__________</td>
<td>_________%</td>
<td></td>
</tr>
<tr>
<td>Established DBE Goal</td>
<td>$__________</td>
<td>_________%</td>
<td></td>
</tr>
</tbody>
</table>

* If the total proposed DBE participation is less than the established DBE goal, Bidder must provide written documentation of the good faith efforts as required by 49 CFR Part 26.

Affirmation:
The undersigned hereby assures that the information included herein is true and correct, and that the DBE firm(s) listed on the attached DBE Letter of Intent Forms have agreed to perform a commercially useful function in the work items noted for each firm. The undersigned further understands that no changes to this plan may be made without prior approval from the Civil Rights Staff of the Federal Aviation Administration.

By:________________________________________ (Signature of Bidder’s representative)

                                (Title)

1/06 GP 70-51
DBE LETTER OF INTENT FORM
(Submit one form for each DBE subcontractor, supplier or manufacturer.)

Project Name/Location: ____________________________________________________________

FAA AIP Project No: _______________________________________________________________

Name of Bidder’s Firm: _____________________________________________________________
Street Address: _________________________________________________________________
City: ___________________________ State: ___________________________ Zip: ________________

Name of DBE firm: ________________________________________________________________
Street Address: _________________________________________________________________
City: ___________________________ State: ___________________________ Zip: ________________

Contact Person: __________________________________ Telephone: ______________________

Certifying Agency: ___________________________ Expiration Date: ______________________
(DBE firm shall submit evidence, such as a photocopy, of their certification status)

Classification: ☐ Prime Contractor ☐ Subcontractor ☐ Joint Venture
☐ Manufacturer ☐ Supplier

SUMMARY OF WORK ITEMS

<table>
<thead>
<tr>
<th>Work Item(s)</th>
<th>Description of Work Item</th>
<th>Estimated Quantity</th>
<th>Total Value</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
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<tr>
<td></td>
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<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

The bidder is committed to utilizing the above-named DBE firm for the work described above. The estimated dollar value of this work is $ ____________________________.

Affirmation:

The above-named DBE firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By: ___________________________ (Signature of DBE firm’s representative) (Title)

If the bidder does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.
DISADVANTAGED BUSINESS ENTERPRISE
DBE PARTICIPATION SUMMARY
(Submit one form for each DBE Firm.)

Contractor
Name: ____________________________
Address: __________________________
City: __________________ State: ______ Zip: ______

DBE Firm
DBE Firm: _________________________
Address: __________________________
City: __________________ State: ______ Zip: ______

DBE Contact Person
Name: ____________________________ Phone: _______________________

DBE Certification Agency: _________________ Expiration Date: ______

Each DBE Firm shall submit evidence (such as a photocopy) of their certification status.

DBE Commitments/Awards
-Breakdown By
Ethnicity & Gender
- Black American
- Asian-Pacific American
- Hispanic American
- Non-Minority Women
- Native American
- Other (i.e. not of any group listed here)
- Subcont. Asian American

Classification:
- Prime Contractor
- Manufacturer
- Supplier
- Joint Venture
- Subcontractor

<table>
<thead>
<tr>
<th>Work items performed by DBE</th>
<th>Description</th>
<th>Quantity</th>
<th>Amount Paid to DBE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
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<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

The Contractor utilized the above-named DBE Firm for the work items described above. The actual participation is as follows:

Total amount paid to DBE Firm: $ __________
Percent of Contractor’s total contract: ______ %

Affirmation:
The above-named DBE Firm affirms that it has performed the work items described above and has been paid the amount stated above.

By: _________________________________
(Signature) (Title)
FEDERAL WAGE RATES
General Decision Number: CA140029 05/02/2014  CA29

Superseded General Decision Number: CA20130029

State: California

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


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

Modification Number     Publication Date
0              01/03/2014
1              01/10/2014
2              01/24/2014
3              01/31/2014
4              03/07/2014
5              04/11/2014
6              04/25/2014
7              05/02/2014

ASBE0016-001 01/01/2014

AREA 1:  ALAMEDA, CONTRA COSTA, LAKE, MARIN, MENDOCINO, MONTEREY, NAPA, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, & SONOMA COUNTIES

AREA 2: ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, DEL NORTE, EL DORADO, FRESNO, GLENN, HUMBOLDT, KINGS, LASSEN, MADERA, MARIPOSA, MERCED, MODOC, MONO, NEVADA, PLACER, PLUMAS, SACRAMENTO, SAN JOAQUIN, SHASTA, SIERRA, SISKIYOU, STANISLAU, SUTTER, TEHEMA, TRINITY, TULARE, TUOLUMNE, YOLO, & YUBA COUNTIES

Rates          Fringes
Asbestos Workers/Insulator
(Includes the application of all insulating materials, Protective Coverings, Coatings, and Finishes to all types of mechanical systems)

<table>
<thead>
<tr>
<th>Area</th>
<th>Rate</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Area 1</td>
<td>$57.15</td>
<td>18.72</td>
</tr>
<tr>
<td>Area 2</td>
<td>$44.05</td>
<td>18.62</td>
</tr>
</tbody>
</table>

ASBE0016-004 01/01/2013
<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Asbestos Removal</strong></td>
<td></td>
</tr>
<tr>
<td>worker/hazardous material handler (Includes preparation, wetting, stripping, removal, scapping, vacuuming, bagging and disposing of all insulation materials from mechanical systems, whether they contain asbestos or not)</td>
<td>$31.13 6.95</td>
</tr>
</tbody>
</table>

**BOIL0549-001 01/01/2013**

**AREA 1: ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO & SANTA CLARA COUNTIES**

**BOILERMAKER**

<table>
<thead>
<tr>
<th>Area 1</th>
<th>Area 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>$42.06</td>
<td>$38.37</td>
</tr>
</tbody>
</table>

**BRCA0003-001 06/01/2011**

**MARBLE FINISHER**

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
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</thead>
<tbody>
<tr>
<td>$28.02</td>
<td>12.22</td>
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</tbody>
</table>

**BRCA0003-003 06/01/2011**

**MARBLE MASON**

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>$39.22</td>
<td>18.68</td>
</tr>
</tbody>
</table>

**BRICKLAYER**

( 1) Fresno, Kings, Madera, Mariposa, Merced...
( 7) San Francisco, San Mateo...
( 8) Alameda, Contra Costa, San Benito, Santa Clara...
( 9) Calaveras, San Joaquin, Stanislaus, Toulumne...
(16) Monterey, Santa Cruz...

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>$34.11</td>
<td>19.34</td>
</tr>
<tr>
<td>$39.85</td>
<td>22.00</td>
</tr>
<tr>
<td>$39.63</td>
<td>19.92</td>
</tr>
<tr>
<td>$35.11</td>
<td>18.99</td>
</tr>
<tr>
<td>$35.91</td>
<td>22.42</td>
</tr>
</tbody>
</table>

**BRCA0003-008 07/01/2013**

**Federal Wage Rates - 2**
TERRAZZO FINISHER................$ 33.15            13.93
TERRAZZO WORKER/SETTER...........$ 39.95            24.39
----------------------------------------------------------------
BRCA0003-011 01/01/2011

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

AREA 2: Calaveras, San Joaquin, Stanislaus, Tuolumne

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

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>TILE FINISHER</td>
<td></td>
</tr>
<tr>
<td>Area 1.................$ 21.44            12.31</td>
<td></td>
</tr>
<tr>
<td>Area 2.................$ 21.26            12.44</td>
<td></td>
</tr>
<tr>
<td>Area 3.................$ 21.01            11.58</td>
<td></td>
</tr>
<tr>
<td>Tile Layer</td>
<td></td>
</tr>
<tr>
<td>Area 1.................$ 38.61            13.73</td>
<td></td>
</tr>
<tr>
<td>Area 2.................$ 34.41            13.68</td>
<td></td>
</tr>
<tr>
<td>Area 3.................$ 29.78            13.10</td>
<td></td>
</tr>
<tr>
<td>--------------------------------------------------</td>
<td></td>
</tr>
<tr>
<td>* CARP0022-001 07/01/2013</td>
<td></td>
</tr>
<tr>
<td>San Francisco County</td>
<td></td>
</tr>
<tr>
<td>--------------------------------------------------</td>
<td></td>
</tr>
<tr>
<td>Rates</td>
<td>Fringes</td>
</tr>
<tr>
<td>-----------</td>
<td>---------</td>
</tr>
<tr>
<td>Carpenters</td>
<td></td>
</tr>
<tr>
<td>Bridge Builder/Highway</td>
<td></td>
</tr>
<tr>
<td>Carpenter..............................$ 39.35            26.58</td>
<td></td>
</tr>
<tr>
<td>Hardwood Floorlayer,</td>
<td></td>
</tr>
<tr>
<td>Shingler, Power Saw</td>
<td></td>
</tr>
<tr>
<td>Operator, Steel Scaffold &amp;</td>
<td></td>
</tr>
<tr>
<td>Steel Shoring Erector, Saw</td>
<td></td>
</tr>
<tr>
<td>Filer..................................$ 39.50            26.58</td>
<td></td>
</tr>
<tr>
<td>Journeyman Carpenter.......................$ 39.35            26.58</td>
<td></td>
</tr>
<tr>
<td>Millwright.............................$ 39.45            28.17</td>
<td></td>
</tr>
<tr>
<td>--------------------------------------------------</td>
<td></td>
</tr>
<tr>
<td>CARP0034-001 07/01/2013</td>
<td></td>
</tr>
<tr>
<td>Diver</td>
<td></td>
</tr>
<tr>
<td>Assistant Tender, ROV</td>
<td></td>
</tr>
<tr>
<td>Tender/Technician.........................$ 38.60            29.78</td>
<td></td>
</tr>
<tr>
<td>Diver standby.............................$ 43.38            29.78</td>
<td></td>
</tr>
<tr>
<td>Diver Tender.............................$ 42.38            29.78</td>
<td></td>
</tr>
<tr>
<td>Diver wet...............................$ 85.91            29.78</td>
<td></td>
</tr>
<tr>
<td>Manifold Operator (mixed gas)..................$ 47.38            29.78</td>
<td></td>
</tr>
<tr>
<td>Manifold Operator (Standby)...................$ 42.38            29.78</td>
<td></td>
</tr>
<tr>
<td>--------------------------------------------------</td>
<td></td>
</tr>
<tr>
<td>DEPTH PAY (Surface Diving):</td>
<td></td>
</tr>
<tr>
<td>050 to 100 ft $2.00 per foot</td>
<td></td>
</tr>
<tr>
<td>101 to 150 ft $3.00 per foot</td>
<td></td>
</tr>
<tr>
<td>151 to 220 ft $4.00 per foot</td>
<td></td>
</tr>
</tbody>
</table>

Federal Wage Rates - 3
SATURATION DIVING:
The standby rate shall apply until saturation starts. The saturation diving rate applies when divers are under pressure continuously until work task and decompression are complete. The diver rate shall be paid for all saturation hours.

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

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

CARP0034-003 07/01/2013

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Piledriver</td>
<td>$38.60</td>
</tr>
</tbody>
</table>

* CARP0035-007 07/01/2013

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

AREA 2: Monterey, San Benito, Santa Cruz Counties

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

CARP0035-008 08/01/2013

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
</table>
| Modular Furniture Installer
| Area 1
| Installer I     | $22.96  | 17.52 |
| Installer II    | $19.53  | 17.52 |
| Lead Installer  | $26.41  | 18.02 |
| Master Installer| $30.63  | 18.02 |
| Area 2
| Installer I     | $20.31  | 17.52 |
| Installer II    | $17.36  | 17.52 |
| Lead Installer  | $23.28  | 18.02 |
| Master Installer| $26.91  | 18.02 |
| Area 3
| Installer I     | $19.36  | 17.52 |
| Installer II    | $16.59  | 17.52 |
| Lead Installer  | $22.16  | 18.02 |
| Master Installer| $25.58  | 18.02 |
AREA 1: Alameda, Contra Costa, San Francisco, San Mateo, Santa Clara counties

AREA 2: Monterey, San Benito, Santa Cruz Counties

AREA 3: San Joaquin

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

<table>
<thead>
<tr>
<th>Drywall Installers/Lathers:</th>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Area 1......................</td>
<td>$39.35</td>
<td>27.02</td>
</tr>
<tr>
<td>Area 2......................</td>
<td>$33.47</td>
<td>27.02</td>
</tr>
<tr>
<td>Area 3......................</td>
<td>$33.97</td>
<td>27.02</td>
</tr>
<tr>
<td>Area 4......................</td>
<td>$32.62</td>
<td>27.02</td>
</tr>
</tbody>
</table>

| Drywall Stocker/Scrapper  | Area 1...................... | $19.68 | 15.65   |
| Area 2...................... | $16.74 | 15.65   |
| Area 3...................... | $16.99 | 15.65   |
| Area 4...................... | $16.31 | 15.65   |

Contra Costa County

<table>
<thead>
<tr>
<th>Carpenters</th>
<th>Bridge Builder/Highway Carpenter</th>
<th>$39.35</th>
<th>26.58</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold &amp; Steel Shoring Erector, Saw Filer</td>
<td>$39.50</td>
<td>26.58</td>
<td></td>
</tr>
<tr>
<td>Journeyman Carpenter</td>
<td>$39.35</td>
<td>26.58</td>
<td></td>
</tr>
</tbody>
</table>

San Joaquin County

<table>
<thead>
<tr>
<th>Carpenters</th>
<th>Bridge Builder/Highway Carpenter</th>
<th>$39.35</th>
<th>26.58</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold &amp; Steel Shoring Erector, Saw Filer</td>
<td>$33.62</td>
<td>26.58</td>
<td></td>
</tr>
<tr>
<td>Journeyman Carpenter</td>
<td>$33.47</td>
<td>26.58</td>
<td></td>
</tr>
</tbody>
</table>

Federal Wage Rates - 5
### Calaveras, Mariposa, Merced, Stanislaus and Tuolumne Counties

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Carpenters</td>
<td></td>
</tr>
<tr>
<td>Bridge Builder/Highway Carpenter</td>
<td>$39.35</td>
</tr>
<tr>
<td>Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold &amp; Steel Shoring Erector, Saw Filer</td>
<td>$32.27</td>
</tr>
<tr>
<td>Journeyman Carpenter</td>
<td>$32.12</td>
</tr>
<tr>
<td>Millwright</td>
<td>$34.62</td>
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</tbody>
</table>

* CARP0217-001 07/01/2013

### San Mateo County

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Carpenters</td>
<td></td>
</tr>
<tr>
<td>Bridge Builder/Highway Carpenter</td>
<td>$39.35</td>
</tr>
<tr>
<td>Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold &amp; Steel Shoring Erector, Saw Filer</td>
<td>$39.50</td>
</tr>
<tr>
<td>Journeyman Carpenter</td>
<td>$39.35</td>
</tr>
<tr>
<td>Millwright</td>
<td>$39.45</td>
</tr>
</tbody>
</table>

* CARP0405-001 07/01/2013

### Santa Clara County

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Carpenters</td>
<td></td>
</tr>
<tr>
<td>Bridge Builder/Highway Carpenter</td>
<td>$39.35</td>
</tr>
<tr>
<td>Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold &amp; Steel Shoring Erector, Saw Filer</td>
<td>$39.50</td>
</tr>
<tr>
<td>Journeyman Carpenter</td>
<td>$39.35</td>
</tr>
<tr>
<td>Millwright</td>
<td>$39.45</td>
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</tbody>
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* CARP0405-002 07/01/2013

### San Benito County

<table>
<thead>
<tr>
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<th>Fringes</th>
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<tbody>
<tr>
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<td></td>
</tr>
<tr>
<td>Bridge Builder/Highway Carpenter</td>
<td>$39.35</td>
</tr>
<tr>
<td>Hardwood Floorlayer,</td>
<td></td>
</tr>
</tbody>
</table>

Federal Wage Rates - 6
<table>
<thead>
<tr>
<th></th>
<th>Santa Cruz County</th>
<th>Monterey County</th>
<th>Fresno and Madera Counties</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Carpenters</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Rates</td>
<td>Fringes</td>
<td></td>
</tr>
<tr>
<td>Bridge Builder/Highway</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Carpenter</td>
<td>$ 39.35</td>
<td>26.58</td>
<td></td>
</tr>
<tr>
<td>Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold &amp; Steel Shoring Erector, Saw Filer</td>
<td>$ 33.62</td>
<td>26.58</td>
<td></td>
</tr>
<tr>
<td>Journeyman Carpenter</td>
<td>$ 33.47</td>
<td>26.58</td>
<td></td>
</tr>
<tr>
<td>Millwright</td>
<td>$ 35.97</td>
<td>28.17</td>
<td></td>
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* CARP0505-001 07/01/2013

* CARP0605-001 07/01/2013

* CARP0701-001 07/01/2013

* CARP0713-001 07/01/2013
Alameda County

<table>
<thead>
<tr>
<th>Carpenters</th>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bridge Builder/Highway Carpentry</td>
<td>$39.35</td>
<td>26.58</td>
</tr>
<tr>
<td>Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold &amp; Steel Shoring Erector, Saw Filer</td>
<td>$39.50</td>
<td>26.58</td>
</tr>
<tr>
<td>Journeyman Carpenter</td>
<td>$39.35</td>
<td>26.58</td>
</tr>
<tr>
<td>Millwright</td>
<td>$39.45</td>
<td>28.17</td>
</tr>
</tbody>
</table>

* CARP1109-001 07/01/2013

Kings County

<table>
<thead>
<tr>
<th>Carpenters</th>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bridge Builder/Highway Carpentry</td>
<td>$39.35</td>
<td>26.58</td>
</tr>
<tr>
<td>Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold &amp; Steel Shoring Erector, Saw Filer</td>
<td>$32.27</td>
<td>26.58</td>
</tr>
<tr>
<td>Journeyman Carpenter</td>
<td>$32.12</td>
<td>26.58</td>
</tr>
<tr>
<td>Millwright</td>
<td>$34.62</td>
<td>28.17</td>
</tr>
</tbody>
</table>

* ELEC0006-004 12/01/2013

SAN FRANCISCO COUNTY

<table>
<thead>
<tr>
<th>Sound &amp; Communications</th>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Installer</td>
<td>$31.82</td>
<td>3%+16.11</td>
</tr>
<tr>
<td>Technician</td>
<td>$36.23</td>
<td>3%+16.11</td>
</tr>
</tbody>
</table>

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

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

SAN FRANCISCO COUNTY

Rates Fringes
ELECTRICIAN...............$ 56.92 25.5145

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES

Rates Fringes
Communications System
  Installer...................$ 30.12 3%+13.70
  Technician..................$ 34.29 3%+13.70

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

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

FRESNO, KINGS, AND MADERA COUNTIES

Rates Fringes
ELECTRICIAN...............$ 33.60 19.50
Communications System

Installer...................$ 27.34  16.12
Technician..................$ 31.13  16.23

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

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

B. FIRE ALARM SYSTEMS Installation, wire pulling and testing

C. TELEVISION AND VIDEO SYSTEMS Television monitoring and surveillance systems Video security systems, Video entertainment systems, Video educational systems, Microwave transmission systems, CATV and CCTV

D. SECURITY SYSTEMS Perimeter security systems Vibration sensor systems Card access systems Access control systems, Sonar/infrared monitoring equipment

E. COMMUNICATIONS SYSTEMS THAT TRANSMIT OR RECEIVE INFORMATION AND/OR CONTROL SYSTEMS THAT ARE INTRINSIC TO THE ABOVE LISTED SYSTEMS SCADA (Supervisory Control and Data Acquisition) PCM (Pulse Code Modulation) Inventory Control Systems, Digital Data Systems Broadband and Baseband and Carriers Point of Sale Systems, VSAT Data Systems Data Communication Systems RF and Remote Control Systems, Fiber Optic Data Systems

WORK EXCLUDED Raceway systems are not covered (excluding Ladder-Rack for the purpose of the above listed systems). Chases and/or nipples (not to exceed 10 feet) may be installed on open wiring systems. Energy management systems. SCADA (Supervisory Control and Data Acquisition) when not intrinsic to the above listed systems (in the scope). Fire alarm systems when installed in raceways (including wire and cable pulling) shall be performed at the electrician wage rate, when either of the following two (2) conditions apply:
1. The project involves new or major remodel building trades construction.
2. The conductors for the fire alarm system are installed in conduit.
### ELEC0234-001 03/24/2014

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

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>ELECTRICIAN</td>
<td></td>
</tr>
<tr>
<td>Zone A.........</td>
<td>$ 41.65</td>
</tr>
<tr>
<td>Zone B.........</td>
<td>$ 45.82</td>
</tr>
</tbody>
</table>

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

Zone B: Any area outside of Zone A

### ELEC0234-003 12/01/2013

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

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sound &amp; Communications</td>
<td></td>
</tr>
<tr>
<td>Installer..........</td>
<td>$ 31.32</td>
</tr>
<tr>
<td>Technician.........</td>
<td>$ 35.66</td>
</tr>
</tbody>
</table>

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

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

### ELEC0302-001 06/03/2013

**CONTRA COSTA COUNTY**

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
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</thead>
<tbody>
<tr>
<td>CABLE SPLICER.</td>
<td>$ 51.67</td>
</tr>
<tr>
<td>ELECTRICIAN.</td>
<td>$ 45.26</td>
</tr>
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</table>
CONTRA COSTA COUNTY

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sound &amp; Communications</td>
<td></td>
</tr>
<tr>
<td>Installer...................$ 31.32</td>
<td>16.24</td>
</tr>
<tr>
<td>Technician..................$ 35.66</td>
<td>16.37</td>
</tr>
</tbody>
</table>

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

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

SANTA CLARA COUNTY

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>CABLE SPLICER....................$ 60.46</td>
<td>30.844</td>
</tr>
<tr>
<td>ELECTRICIAN......................$ 52.57</td>
<td>30.607</td>
</tr>
</tbody>
</table>

FOOTNOTES: Work under compressed air or where gas masks are required, or work on ladders, scaffolds, stacks, "Bosun's chairs," or other structures and where the workers are not protected by permanent guard rails at a distance of 40 to 60 ft. from the ground or supporting structures: to be paid one and one-half times the straight-time rate of pay. Work on structures of 60 ft. or over (as described above): to be paid twice the straight-time rate of pay.
SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

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

ELEC0595-001 06/01/2013
ALAMEDA COUNTY

Rates Fringes
CABLE SPLICER....................$ 53.04 3%+28.77
ELECTRICIAN......................$ 47.15 3%+28.77

ELEC0595-002 06/01/2013
CALAVERAS AND SAN JOAQUIN COUNTIES

Rates Fringes
CABLE SPLICER.....................$ 38.25 9.025%+21.74
ELECTRICIAN
(1) Tunnel work.................$ 35.70 9.025%+21.74
(2) All other work.............$ 34.00 9.025%+21.74

ELEC0595-006 12/01/2013
ALAMEDA COUNTY

Rates Fringes
Sound & Communications
Installer.......................$ 31.32 3%+15.30
Technician....................$ 35.66 3%+15.30

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

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

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ELEC0595-008 12/01/2013

CALAVERAS AND SAN JOAQUIN COUNTIES

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

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

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ELEC0617-001 06/01/2013

SAN MATEO COUNTY

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

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

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ELEC0617-003 12/01/2012

Federal Wage Rates - 14
SAN MATEO COUNTY

Rates Fringes

Sound & Communications

Installer................... $ 30.62  15.37
Technician.................. $ 34.86  15.49

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

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

-----------------------------------------------------------
ELEC0684-001 01/01/2014

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES

Rates Fringes

ELECTRICIAN..................... $ 34.90  3%+18.22

CABLE SPLICER = 110% of Journeyman Electrician

-----------------------------------------------------------
ELEC1245-001 06/01/2013

LINE CONSTRUCTION

(1) Lineman; Cable splicer.. $ 50.30  15.00
(2) Equipment specialist
(operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution
line equipment)............. $ 40.17  14.56
(3) Groundman.................. $ 30.73  13.48
(4) Powderman................ $ 44.91  13.48

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

ELEV0008-001 01/01/2014

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>ELEVATOR MECHANIC...........$ 59.19</td>
<td>26.785</td>
</tr>
</tbody>
</table>

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

ENGI0003-008 07/01/2013

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dredging: (DREDGING; CLAMSHELL &amp; DIPPER DREDGING; HYDRAULIC SUCTION DREDGING): AREA 1: (1) Leverman.................$ 40.53</td>
<td>27.81</td>
</tr>
<tr>
<td></td>
<td>(2) Dredge Dozer; Heavy duty repairman.............$ 35.57</td>
</tr>
<tr>
<td></td>
<td>(3) Booster Pump Operator; Deck Engineer; Deck mate; Dredge Tender; Winch Operator......................$ 34.45</td>
</tr>
<tr>
<td></td>
<td>(4) Bargeman; Deckhand; Fireman; Leveehand; Oiler..$ 31.15</td>
</tr>
<tr>
<td>AREA 2: (1) Leverman.................$ 42.53</td>
<td>27.81</td>
</tr>
<tr>
<td></td>
<td>(2) Dredge Dozer; Heavy duty repairman.............$ 37.57</td>
</tr>
<tr>
<td></td>
<td>(3) Booster Pump Operator; Deck Engineer; Deck mate; Dredge Tender; Winch Operator......................$ 36.45</td>
</tr>
<tr>
<td></td>
<td>(4) Bargeman; Deckhand; Fireman; Leveehand; Oiler..$ 33.15</td>
</tr>
</tbody>
</table>

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

AREA 2: MODOC COUNTY

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:
ALPINE COUNTY:
Area 1: Northernmost part
Area 2: Remainder

CALAVERAS COUNTY:
Area 1: Remainder
Area 2: Eastern part

COLUSA COUNTY:
Area 1: Eastern part
Area 2: Remainder

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

FRESNO COUNTY:
Area 1: Remainder
Area 2: Eastern part

GLENN COUNTY:
Area 1: Eastern part
Area 2: Remainder

LASSEN COUNTY:
Area 1: Western part along the Southern portion of border with Shasta County
Area 2: Remainder

MADERA COUNTY:
Area 1: Except Eastern part
Area 2: Eastern part

MARIPOSA COUNTY
Area 1: Except Eastern part
Area 2: Eastern part

MONTERREY COUNTY
Area 1: Except Southwestern part
Area 2: Southwestern part

NEVADA COUNTY:
Area 1: All but the Northern portion along the border of Sierra County
Area 2: Remainder

PLACER COUNTY:
Area 1: All but the Central portion
Area 2: Remainder

PLUMAS COUNTY:
Area 1: Western portion
Area 2: Remainder

SHASTA COUNTY:
Area 1: All but the Northeastern corner
Area 2: Remainder

SIERRA COUNTY:
Area 1: Western part
Area 2: Remainder

SISKIYOU COUNTY:
Area 1: Central part
Area 2: Remainder

SONOMA COUNTY:
Area 1: All but the Northwestern corner
Area 2: Remainder

TEHAMA COUNTY:
Area 1: All but the Western border with Mendocino & Trinity Counties
Area 2: Remainder

TRINITY COUNTY:
Area 1: East Central part and the Northeastern border with Shasta County
Area 2: Remainder

TUOLUMNE COUNTY:
Area 1: Except Eastern part
Area 2: Eastern part

----------------------------------------------------------------

ENGI0003-018 07/01/2013

"AREA 1" WAGE RATES ARE LISTED BELOW

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

SEE AREA DEFINITIONS BELOW

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Operator: Power Equipment (Area 1:)</td>
<td></td>
</tr>
<tr>
<td>GROUP 1.................$ 39.02</td>
<td>26.27</td>
</tr>
<tr>
<td>GROUP 2.................$ 37.49</td>
<td>26.27</td>
</tr>
<tr>
<td>GROUP 3.................$ 36.01</td>
<td>26.27</td>
</tr>
<tr>
<td>GROUP 4.................$ 34.63</td>
<td>26.27</td>
</tr>
<tr>
<td>GROUP 5.................$ 33.36</td>
<td>26.27</td>
</tr>
<tr>
<td>GROUP 6.................$ 32.04</td>
<td>26.27</td>
</tr>
<tr>
<td>GROUP 7.................$ 30.90</td>
<td>26.27</td>
</tr>
<tr>
<td>GROUP 8.................$ 29.76</td>
<td>26.27</td>
</tr>
<tr>
<td>GROUP 8A................$ 27.55</td>
<td>26.27</td>
</tr>
</tbody>
</table>

Operator: Power Equipment (Cranes and Attachments - Area 1:)

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cranes.................$ 39.90</td>
<td>26.27</td>
</tr>
<tr>
<td>Oiler..................$ 32.93</td>
<td>26.27</td>
</tr>
<tr>
<td>Truck crane oiler.....$ 36.50</td>
<td>26.27</td>
</tr>
</tbody>
</table>

GROUP 2

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cranes.................$ 32.67</td>
<td>26.27</td>
</tr>
<tr>
<td>Oiler..................$ 32.67</td>
<td>26.27</td>
</tr>
<tr>
<td>Truck crane oiler.....$ 36.21</td>
<td>26.27</td>
</tr>
<tr>
<td>GROUP 3</td>
<td></td>
</tr>
<tr>
<td>---------</td>
<td>--------</td>
</tr>
<tr>
<td>Cranes</td>
<td>$36.40</td>
</tr>
<tr>
<td>Hydraulic</td>
<td>$32.04</td>
</tr>
<tr>
<td>Oiler</td>
<td>$32.43</td>
</tr>
<tr>
<td>Truck Crane Oiler</td>
<td>$35.94</td>
</tr>
</tbody>
</table>

OPERATOR: Power Equipment
(Piledriving - AREA 1:)

| GROUP 1 |  |
|---------|--------|--------|
| Lifting devices | $40.24 | 26.27 |
| Oiler | $30.98 | 26.27 |
| Truck crane oiler | $33.26 | 26.27 |

| GROUP 2 |  |
|---------|--------|--------|
| Lifting devices | $38.42 | 26.27 |
| Oiler | $30.71 | 26.27 |
| Truck Crane Oiler | $33.01 | 26.27 |

| GROUP 3 |  |
|---------|--------|--------|
| Lifting devices | $36.74 | 26.27 |
| Oiler | $30.49 | 26.27 |
| Truck Crane Oiler | $32.72 | 26.27 |

| GROUP 4 |  |
|---------|--------|--------|
| Lifting devices | $34.97 | 26.27 |

| GROUP 5 |  |
|---------|--------|--------|
| Lifting devices | $33.67 | 26.27 |

| GROUP 6 |  |
|---------|--------|--------|
| Lifting devices | $32.33 | 26.27 |

OPERATOR: Power Equipment
(Steel Erection - AREA 1:)

| GROUP 1 |  |
|---------|--------|--------|
| Cranes | $40.87 | 26.27 |
| Oiler | $31.32 | 26.27 |
| Truck Crane Oiler | $33.55 | 26.27 |

| GROUP 2 |  |
|---------|--------|--------|
| Cranes | $39.10 | 26.27 |
| Oiler | $31.05 | 26.27 |
| Truck Crane Oiler | $33.33 | 26.27 |

| GROUP 3 |  |
|---------|--------|--------|
| Cranes | $37.62 | 26.27 |
| Hydraulic | $32.67 | 26.27 |
| Oiler | $30.83 | 26.27 |
| Truck Crane Oiler | $33.06 | 26.27 |

| GROUP 4 |  |
|---------|--------|--------|
| Cranes | $35.60 | 26.27 |

| GROUP 5 |  |
|---------|--------|--------|
| Cranes | $34.30 | 26.27 |

OPERATOR: Power Equipment
(Tunnel and Underground Work - AREA 1:)

SHAFTS, STOPES, RAISES:

| GROUP 1 |  |
|---------|--------|--------|
| $35.12 | 26.27 |

| GROUP 1-A |  |
|-----------|--------|--------|
| $37.59 | 26.27 |

| GROUP 2 |  |
|---------|--------|--------|
| $33.86 | 26.27 |

| GROUP 3 |  |
|---------|--------|--------|
| $32.53 | 26.27 |

| GROUP 4 |  |
|---------|--------|--------|
| $31.39 | 26.27 |

| GROUP 5 |  |
|---------|--------|--------|
| $30.25 | 26.27 |

UNDERGROUND:

| GROUP 1 |  |
|---------|--------|--------|
| $35.02 | 26.27 |

| GROUP 1-A |  |
|-----------|--------|--------|
| $37.49 | 26.27 |

| GROUP 2 |  |
|---------|--------|--------|
| $33.76 | 26.27 |

| GROUP 3 |  |
|---------|--------|--------|
| $32.43 | 26.27 |

| GROUP 4 |  |
|---------|--------|--------|
| $31.29 | 26.27 |
GROUP 5............................$ 30.15 26.27

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

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

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

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

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

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

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

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

GROUP 7: Ballast regulator; Boom truck or dual-purpose A-frame truck, non-rotating - under 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) - under 15 tons; Cary lift or similar; Combination slurry mixer and/or cleaner; Drilling equipment, 20 ft. and under m.r.c.; Firetender (hot plant); Grouting machine operator; Highline cableway signalperson; Stationary belt loader (Kolman or similar); Lift slab machine (Vagtborg and similar types); Maginnes internal full slab vibrator; Material hoist (1 drum); Mechanical trench shield; Pavement breaker with or without compressor combination); Pipe cleaning machine (tractor propelled and supported); Post driver; Roller (except asphalt); Chip Seal; Self-propelled automatically applied concrete curing machine (on streets, highways, airports and canals); Self-propelled compactor (without dozer); Signalperson; Slip-form pumps (lifting device for concrete forms); Tie spacer; Tower mobile; Trenching machine, maximum digging capacity up to and including 5 ft. depth; Truck- type loader

GROUP 8: Bit sharpener; Boiler tender; Box operator; Brakeperson; Combination mixer and compressor (shotcrete/guniting); Compressor operator; Deckhand; Fire tender; Forklift (under 20 ft.); Generator; Gunite/shotcrete equipment operator; Hydraulic monitor; Ken seel machine (or similar); Mixermobile; Oiler; Pump operator; Refrigeration plant; Reservoir-debris tug (self- propelled floating); Ross Carrier (construction site); Rotomist operator; Self-propelled tape machine; Shuttlecar; Self-propelled power sweeper operator (includes vacuum
sweeper); Slusher operator; Surface heater; Switchperson; Tar pot firetender; Tugger hoist, single drum; Vacuum cooling plant; Welding machine (powered other than by electricity)

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

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ALL CRANES AND ATTACHMENTS

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

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

GROUP 3: Clamshell and dragline up to and including 1 cu. yd.; Cranes 45 tons and under; Self-propelled boom-type lifting device 45 tons and under; Boom Truck or dual purpose A-frame truck, non-rotating over 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) over 15 tons;

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PILEDRIVERS

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

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

GROUP 3: Derrick barge pedestal mounted under 45 tons; Self-propelled boom-type lifting device 45 tons and under; Skid/scow piledriver, any tonnage; Truck crane or crawler, land or barge mounted 45 tons and under

GROUP 4: Assistant operator in lieu of assistant to engineer; Forklift, 10 tons and over; Heavy-duty repairperson/welder

GROUP 5: Deck engineer

GROUP 6: Deckhand; Fire tender

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STEEL ERECTORS

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

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

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

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

GROUP 5: Boom cat

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TUNNEL AND UNDERGROUND WORK

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

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

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

GROUP 3: Drill doctor; Mine or shaft hoist

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

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

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AREA DESCRIPTIONS:

POWER EQUIPMENT OPERATORS, CRANES AND ATTACHMENTS, TUNNEL AND UNDERGROUND  [These areas do not apply to Piledrivers and Steel Erectors]

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

AREA 2 - MODOC COUNTY

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

ALPINE COUNTY:
Area 1: Northernmost part
Area 2: Remainder

CALAVERAS COUNTY:
Area 1: Except Eastern part
Area 2: Eastern part

COLUSA COUNTY:
Area 1: Eastern part
Area 2: Remainder

DEL NORTE COUNTY:
Area 1: Extreme Southwestern corner
Area 2: Remainder

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

FRESNO COUNTY
Area 1: Except Eastern part
Area 2: Eastern part

GLENN COUNTY:
Area 1: Eastern part
Area 2: Remainder

HUMBOLDT COUNTY:
Area 1: Except Eastern and Southwestern parts
Area 2: Remainder

LAKE COUNTY:
Area 1: Southern part
Area 2: Remainder

LASSEN COUNTY:
Area 1: Western part along the Southern portion of border with Shasta County
Area 2: Remainder

MADERA COUNTY
Area 1: Remainder
Area 2: Eastern part

MARIPOSA COUNTY
Area 1: Remainder
Area 2: Eastern part

MENDOCINO COUNTY:
Area 1: Central and Southeastern parts
Area 2: Remainder

MONTEREY COUNTY
Area 1: Remainder
Area 2: Southwestern part

NEVADA COUNTY:
Area 1: All but the Northern portion along the border of Sierra County
Area 2: Remainder
PLACER COUNTY:
Area 1: All but the Central portion
Area 2: Remainder

PLUMAS COUNTY:
Area 1: Western portion
Area 2: Remainder

SHASTA COUNTY:
Area 1: All but the Northeastern corner
Area 2: Remainder

SIERRA COUNTY:
Area 1: Western part
Area 2: Remainder

SISKIYOU COUNTY:
Area 1: Central part
Area 2: Remainder

SONOMA COUNTY:
Area 1: All but the Northwestern corner
Area 2: Remainder

TEHAMA COUNTY:
Area 1: All but the Western border with mendocino & Trinity Counties
Area 2: Remainder

TRINITY COUNTY:
Area 1: East Central part and the Northeaster border with Shasta County
Area 2: Remainder

TULARE COUNTY:
Area 1: Remainder
Area 2: Eastern part

TUOLUMNE COUNTY:
Area 1: Remainder
Area 2: Eastern Part

SEE AREA DESCRIPTIONS BELOW

---------------------------------------------
ENGI0003-019 07/01/2013

OPERATOR: Power Equipment
(LANDSCAPE WORK ONLY)
GROUP 1
AREA 1......................$ 29.64  25.71
AREA 2......................$ 31.64  25.71
GROUP 2
AREA 1......................$ 26.04  25.71
AREA 2......................$ 28.04  25.71
GROUP 3
AREA 1......................$ 21.43  25.71

Federal Wage Rates - 25
GROUP DESCRIPTIONS:

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

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

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

AREA DESCRIPTIONS:

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

AREA 2 - MODOC COUNTY

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

ALPINE COUNTY:
Area 1: Northernmost part
Area 2: Remainder

CALAVERAS COUNTY:
Area 1: Except Eastern part
Area 2: Eastern part

COLUSA COUNTY:
Area 1: Eastern part
Area 2: Remainder

DEL NORTE COUNTY:
Area 1: Extreme Southwestern corner
Area 2: Remainder

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

FRESNO COUNTY
Area 1: Except Eastern part
Area 2: Eastern part

GLENN COUNTY:
Area 1: Eastern part
Area 2: Remainder
HUMBOLDT COUNTY:
Area 1: Except Eastern and Southwestern parts
Area 2: Remainder

LAKE COUNTY:
Area 1: Southern part
Area 2: Remainder

LASSEN COUNTY:
Area 1: Western part along the Southern portion of border
    with Shasta County
Area 2: Remainder

MADERA COUNTY
Area 1: Remainder
Area 2: Eastern part

MARIPOSA COUNTY
Area 1: Remainder
Area 2: Eastern part

MENDOCINO COUNTY:
Area 1: Central and Southeastern parts
Area 2: Remainder

MONTEREY COUNTY
Area 1: Remainder
Area 2: Southwestern part

NEVADA COUNTY:
Area 1: All but the Northern portion along the border of
    Sierra County
Area 2: Remainder

PLACER COUNTY:
Area 1: All but the Central portion
Area 2: Remainder

PLUMAS COUNTY:
Area 1: Western portion
Area 2: Remainder

SHASTA COUNTY:
Area 1: All but the Northeastern corner
Area 2: Remainder

SIERRA COUNTY:
Area 1: Western part
Area 2: Remainder

SISKIYOU COUNTY:
Area 1: Central part
Area 2: Remainder

SONOMA COUNTY:
Area 1: All but the Northwestern corner
Area 2: Remainder

TEHAMA COUNTY:
Area 1: All but the Western border with Mendocino & Trinity Counties
Area 2: Remainder

TRINITY COUNTY:
Area 1: East Central part and the Northeaster border with Shasta County
Area 2: Remainder

TULARE COUNTY:
Area 1: Remainder
Area 2: Eastern part

TUOLUMNE COUNTY:
Area 1: Remainder
Area 2: Eastern Part

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PREMIUM PAY:

$6.00 additional per hour at the following locations:
China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland,
Edwards AFB, Fort Irwin Military Station, Fort Irwin Training Center-Goldstone, San Clemente Island, San Nicholas Island,

$4.00 additional per hour at the following locations:
Army Defense Language Institute - Monterey, Fallon Air Base,
Naval Post Graduate School - Monterey, Yermo Marine Corps Logistics Center

$2.00 additional per hour at the following locations:
Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

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<tr>
<td>$26.58</td>
<td>17.74</td>
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<tr>
<td>$33.00</td>
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AREA "A" - ALAMEDA, CONTRA COSTA, MARIN, SAN FRANCISCO, SAN MATEO AND SANTA CLARA COUNTIES

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

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

LABO0067-006 06/28/2010

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

AREA "B" - ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, EL DORADO, FRESNO, GLENN, KINGS, LASSEN, MADERA, MARIPosa, MERCED, MODoc, MONTEREY, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SAN BENito, SAN JOAQUIN, SANTA CRUZ, SHasta, SIIERA, SISKIYoo, SOLano, SONOMA, STANISLAUS, SUTTER, TEHAMA, TRINITY, TULARE, TUOLUMNE, YOLO AND YUBA COUNTIES

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<td>Construction Specialist</td>
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<tr>
<td>Group.......................</td>
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See groups 1-b and 1-d under laborer classifications.

Laborers: (CONSTRUCTION CRAFT LABORERS - AREA B:)

Construction Specialist

Group....................... | $ 26.84 | 15.82   |
| GROUP 1..................... | $ 26.14 | 15.82   |
| GROUP 1-a................... | $ 26.36 | 15.82   |
| GROUP 1-c................... | $ 26.19 | 15.82   |
| GROUP 1-e................... | $ 26.69 | 15.82   |
GROUP 1-f...................$ 26.72            15.82
GROUP 2.....................$ 25.99            15.82
GROUP 3.....................$ 25.89            15.82
GROUP 4.....................$ 19.58            15.82
See groups 1-b and 1-d under laborer classifications.

Laborers: (GUNITE - AREA A:)
GROUP 1.....................$ 28.10            15.82
GROUP 2.....................$ 27.60            15.82
GROUP 3.....................$ 27.60            15.82
GROUP 4.....................$ 27.60            15.82

Laborers: (GUNITE - AREA B:)
GROUP 1.....................$ 27.10            15.82
GROUP 2.....................$ 26.60            15.82
GROUP 3.....................$ 26.01            15.82
GROUP 4.....................$ 25.89            15.82

Laborers: (WRECKING - AREA A:)
GROUP 1.....................$ 27.14            15.82
GROUP 2.....................$ 26.99            15.82

Laborers: (WRECKING - AREA B:)
GROUP 1.....................$ 26.14            15.82
GROUP 2.....................$ 25.99            15.82

Landscape Laborer (GARDENERS, HORTICULTURAL & LANDSCAPE
LABORERS - AREA A:)
(1) New Construction........$ 26.89            15.82
(2) Establishment Warranty Period......................$ 20.58            15.82

Landscape Laborer (GARDENERS, HORTICULTURAL & LANDSCAPE
LABORERS - AREA B:)
(1) New Construction........$ 25.89            15.82
(2) Establishment Warranty Period......................$ 19.58            15.82

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

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LABORER CLASSIFICATIONS

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

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

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

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

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

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

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

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

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

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

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

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification "material cleaner" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

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

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman
GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

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

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

LABO0073-002 07/01/2009

CALAVERAS AND SAN JOAQUIN COUNTIES

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
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<tbody>
<tr>
<td>Escort Driver, Flag Person..</td>
<td>$ 25.89</td>
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<tr>
<td>Traffic Control Person I....</td>
<td>$ 26.19</td>
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<tr>
<td>Traffic Control Person II...</td>
<td>$ 23.69</td>
</tr>
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</table>

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

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

LABO0073-003 07/01/2013

SAN JOAQUIN COUNTY

<table>
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<td>$ 31.70</td>
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LABO0073-005 07/01/2013

Tunnel and Shaft Laborers:

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<th>Fringes</th>
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<tbody>
<tr>
<td>GROUP 1.................</td>
<td>$ 34.10</td>
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<tr>
<td>GROUP 2..................</td>
<td>$ 33.87</td>
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<td>GROUP 3..................</td>
<td>$ 33.62</td>
</tr>
<tr>
<td>GROUP 4..................</td>
<td>$ 33.17</td>
</tr>
<tr>
<td>GROUP 5..................</td>
<td>$ 32.63</td>
</tr>
<tr>
<td>Shotcrete Specialist.....</td>
<td>$ 36.12</td>
</tr>
</tbody>
</table>

TUNNEL AND SHAFT CLASSIFICATIONS
GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

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

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

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

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

--------------------------------------------------------------
LAB00166-001 07/01/2006

ALAMEDA AND CONTRA COSTA COUNTIES:

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<tbody>
<tr>
<td>Brick Tender</td>
<td>$25.91</td>
<td>14.65</td>
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</table>

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

--------------------------------------------------------------
LAB00166-002 07/01/2007

SAN FRANCISCO AND SAN MATEO COUNTIES:

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<thead>
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<tbody>
<tr>
<td>MASON TENDER, BRICK</td>
<td>$26.93</td>
<td>16.50</td>
</tr>
</tbody>
</table>

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

--------------------------------------------------------------
LAB00261-003 07/01/2009

SAN FRANCISCO AND SAN MATEO COUNTIES

<table>
<thead>
<tr>
<th></th>
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<th>Fringes</th>
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<td>LABORER (TRAFFIC CONTROL/LANE</td>
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CLOSURE)

Escort Driver, Flag Person.. $26.89            14.93
Traffic Control Person I.... $27.19            14.93
Traffic Control Person II... $24.69            14.93

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

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

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LABO0261-005 07/01/2013

SAN FRANCISCO AND SAN MATEO COUNTIES

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
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<tbody>
<tr>
<td>$34.10</td>
<td>16.53</td>
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<td>16.53</td>
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<tr>
<td>$36.12</td>
<td>16.53</td>
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</tbody>
</table>

TUNNEL AND SHAFT CLASSIFICATIONS

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

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

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

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

------------------------------------------------------------------------------------------------------------------

LABO0270-003 07/01/2009

AREA A: SANTA CLARA

AREA B: MONTEREY, SAN BENITO AND SANTA CRUZ COUNTIES
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<thead>
<tr>
<th>Laborer (Traffic Control/Lane Closure)</th>
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<tr>
<td>Area B $25.89</td>
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<td>14.93</td>
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<tr>
<td>Traffic Control Person I</td>
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<tr>
<td>Area A $27.19</td>
<td></td>
<td>14.93</td>
</tr>
<tr>
<td>Area B $26.19</td>
<td></td>
<td>14.93</td>
</tr>
<tr>
<td>Traffic Control Person II</td>
<td></td>
<td></td>
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<tr>
<td>Area A $24.69</td>
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<td>14.93</td>
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<tr>
<td>Area B $23.69</td>
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<td>14.93</td>
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</table>

Traffic Control Person I: Layout of traffic control, crash cushions, construction area and roadside signage.

Traffic Control Person II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABOR0270-004 07/01/2013

Monterey, San Benito, Santa Clara, and Santa Cruz Counties

<table>
<thead>
<tr>
<th>Tunnel and Shaft Laborers:</th>
<th>Rates</th>
<th>Fringes</th>
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<tbody>
<tr>
<td>Group 1 $34.10</td>
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<td>Group 2 $33.87</td>
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<td>Group 5 $32.63</td>
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<tr>
<td>Shotcrete Specialist $36.12</td>
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<td>16.53</td>
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Tunnel and Shaft classifications

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

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

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

Group 4: Vibrator operator, pavement breaker; Bull gang – muckers, trackmen; Concrete crew – includes rodding and spreading, Dumpmen (any method)
GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

<table>
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<tbody>
<tr>
<td>MONTEREY AND SAN BENITO COUNTIES</td>
</tr>
<tr>
<td>Rates</td>
</tr>
<tr>
<td>LABORER</td>
</tr>
<tr>
<td>Mason Tender-Brick........ $31.70</td>
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<table>
<thead>
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<td>Rates</td>
</tr>
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<td>LABORER (Brick)</td>
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<td>FRESNO, KINGS, AND MADERA COUNTIES</td>
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<tr>
<td>Rates</td>
</tr>
<tr>
<td>LABORER (TRAFFIC CONTROL/LANE CLOSURE)</td>
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<tr>
<td>Escort Driver, Flag Person...$25.89</td>
</tr>
<tr>
<td>Traffic Control Person I.... $26.19</td>
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<td>Traffic Control Person II... $23.69</td>
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TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

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

<table>
<thead>
<tr>
<th>LABO0294-005 07/01/2013</th>
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<tr>
<td>FRESNO, KINGS, AND MADERA COUNTIES</td>
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<tr>
<td>Rates</td>
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<tr>
<td>Tunnel and Shaft Laborers:</td>
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<tr>
<td>GROUP 1...................... $34.10</td>
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<td>GROUP 2...................... $33.87</td>
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<tr>
<td>GROUP 3...................... $33.62</td>
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<tr>
<td>GROUP 4...................... $33.17</td>
</tr>
<tr>
<td>GROUP 5...................... $32.63</td>
</tr>
<tr>
<td>Shotcrete Specialist........ $36.12</td>
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</tbody>
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TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen
GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

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

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

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

----------------------------------------------------------------
LAB00304-002 07/01/2009

ALAMEDA COUNTY

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<th>Rates</th>
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<td>Escort Driver, Flag Person..$ 26.89</td>
<td>14.93</td>
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<tr>
<td>Traffic Control Person I....$ 27.19</td>
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</tr>
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<td>Traffic Control Person II...$ 24.69</td>
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TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

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

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LAB00304-003 07/01/2013

ALAMEDA COUNTY

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<td>GROUP 1..................$ 34.10</td>
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<tr>
<td>Shotcrete Specialist........$ 36.12</td>
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TUNNEL AND SHAFT CLASSIFICATIONS

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

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

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LABO0324-002 07/01/2009

CONTRA COSTA COUNTY

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<td>Escort Driver, Flag Person..$ 26.89</td>
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</table>

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

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

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LABO0324-006 07/01/2013

CONTRA COSTA COUNTY

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<td>GROUP 2.................$ 33.87</td>
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<td>GROUP 5.................$ 32.63</td>
<td>16.53</td>
</tr>
<tr>
<td>Shotcrete Specialist....$ 36.12</td>
<td>16.53</td>
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</table>

TUNNEL AND SHAFT CLASSIFICATIONS
GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

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GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABORER (TRAFFIC CONTROL/LANE CLOSURE)

<table>
<thead>
<tr>
<th>Position</th>
<th>Rate</th>
<th>Fringe</th>
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<tbody>
<tr>
<td>Escort Driver, Flag Person</td>
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<tr>
<td>Traffic Control Person I</td>
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TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

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

TUNNEL AND SHAFT CLASSIFICATIONS

<table>
<thead>
<tr>
<th>Group</th>
<th>Rate</th>
<th>Fringe</th>
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</thead>
<tbody>
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<tr>
<td>Shotcrete Specialist</td>
<td>$36.12</td>
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GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

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GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

________________________________________________________________________________
LABO1130-005 07/01/2013

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES

<table>
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<th>Rates</th>
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________________________________________________________________________________
LABO1414-004 08/07/2013

SAN FRANCISCO AND SAN MATEO COUNTIES:

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Work on a swing stage scaffold: $1.00 per hour additional.

________________________________________________________________________________
LABO1414-007 08/07/2013

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE

<table>
<thead>
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<th>Fringes</th>
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</thead>
<tbody>
<tr>
<td>Plasterer tender............ $ 30.00 16.36</td>
<td></td>
</tr>
</tbody>
</table>

Work on a swing stage scaffold: $1.00 per hour additional.

________________________________________________________________________________
LABO1414-008 08/07/2013

ALAMEDA AND CONTRA COSTA COUNTIES:
<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Plasterer tender.................$ 30.00</td>
<td>16.36</td>
</tr>
<tr>
<td>Work on a swing stage scaffold: $1.00 per hour additional.</td>
<td></td>
</tr>
</tbody>
</table>

LAB01414-010 08/07/2013

SANTA CLARA AND SANTA CRUZ COUNTIES

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>PLASTER TENDER</td>
<td></td>
</tr>
<tr>
<td>4 Stories and under.........$ 28.00</td>
<td>16.36</td>
</tr>
<tr>
<td>5 Stories and above........$ 30.00</td>
<td>16.36</td>
</tr>
<tr>
<td>Work on a swing stage scaffold: $1.00 per hour additional.</td>
<td></td>
</tr>
</tbody>
</table>

LAB01414-011 08/07/2013

MONTEREY AND SAN BENITO COUNTIES

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Plasterer tender.................$ 30.00</td>
<td>16.36</td>
</tr>
<tr>
<td>Work on a swing stage scaffold: $1.00 per hour additional.</td>
<td></td>
</tr>
</tbody>
</table>

PAIN0016-001 01/01/2013

ALAMEDA, CONTRA COSTA, MONTEREY, SAN BENITO, SAN MATEO, SANTA CLARA, AND SANTA CRUZ COUNTIES

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Painters:.........................$ 33.86</td>
<td>20.26</td>
</tr>
</tbody>
</table>

PREMIUMS:

EXOTIC MATERIALS - $0.75 additional per hour.
SPRAY WORK: - $0.50 additional per hour.
INDUSTRIAL PAINTING - $0.25 additional per hour
  [Work on industrial buildings used for the manufacture and processing of goods for sale or service; steel construction (bridges), stacks, towers, tanks, and similar structures]

HIGH WORK:
over 50 feet - $2.00 per hour additional
100 to 180 feet - $4.00 per hour additional
Over 180 feet - $6.00 per hour additional

PAIN0016-003 01/01/2013

AREA 1: ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO & SANTA CLARA COUNTIES

AREA 2: CALAVERAS, MARIPA, MERCED, MONTEREY, SAN BENITO, SAN
JOAQUIN, SANTA CRUZ, STANISLAUS & TUOLUMNE COUNTIES

Rates Fringes
Drywall Finisher/Taper
- AREA 1 ...................... $ 40.37 20.07
- AREA 2 ...................... $ 36.24 18.67

PAIN0016-012 01/01/2013

ALAMEDA, CONTRA COSTA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA AND SANTA CRUZ COUNTIES

Rates Fringes
SOFT FLOOR LAYER ............... $ 44.87 17.98

PAIN0016-015 01/01/2013

CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE COUNTIES

Rates Fringes
PAINTER
- Brush ....................... $ 29.06 15.98

FOOTNOTES:
- SPRAY/SANDBLAST: $0.50 additional per hour.
- EXOTIC MATERIALS: $1.00 additional per hour.
  - HIGH TIME: Over 50 ft above ground or water level $2.00 additional per hour.
  - 100 to 180 ft above ground or water level $4.00 additional per hour.
  - Over 180 ft above ground or water level $6.00 additional per hour.

PAIN0016-022 01/01/2013

SAN FRANCISCO COUNTY

Rates Fringes
PAINTER ......................... $ 37.48 20.26

PAIN0169-001 01/01/2013

FRESNO, KINGS, MADERA, MARIPOSA AND MERCED COUNTIES:

Rates Fringes
GLAZIER ......................... $ 32.48 18.20

PAIN0169-005 01/01/2013

ALAMEDA CONTRA COSTA, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA & SANTA CRUZ COUNTIES
<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>GLAZIER</td>
<td>$41.88</td>
</tr>
</tbody>
</table>

FRESNO, KINGS AND MADERA COUNTIES

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>PAINTER</td>
<td></td>
</tr>
<tr>
<td>Brush, Roller</td>
<td>$25.67</td>
</tr>
<tr>
<td>Drywall Finisher/Taper</td>
<td>$30.47</td>
</tr>
</tbody>
</table>

FOOTNOTE:
Spray Painters & Paperhangers receive $1.00 additional per hour. Painters doing Drywall Patching receive $1.25 additional per hour. Lead Abaters & Sandblasters receive $1.50 additional per hour. High Time - over 30 feet (does not include work from a lift) $0.75 per hour additional.

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>SOFT FLOOR LAYER</td>
<td>$27.83</td>
</tr>
</tbody>
</table>

CALAVERAS, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES:

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>GLAZIER</td>
<td>$32.24</td>
</tr>
</tbody>
</table>


Employee required to wear a body harness shall receive $1.50 per hour above the basic hourly rate at any elevation.

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Parking Lot Striping/Highway Marking:</td>
<td></td>
</tr>
<tr>
<td>GROUP 1</td>
<td>$28.27</td>
</tr>
<tr>
<td>GROUP 2</td>
<td>$28.60</td>
</tr>
<tr>
<td>GROUP 3</td>
<td>$26.96</td>
</tr>
</tbody>
</table>

CLASSIFICATIONS
GROUP 1: Striper: Layout and application of painted traffic stripes and marking; hot thermo plastic; tape, traffic stripes and markings

GROUP 2: Gamecourt & Playground Installer

GROUP 3: Protective Coating, Pavement Sealing

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>SOFT FLOOR LAYER......................$ 28.25</td>
<td>16.73</td>
</tr>
</tbody>
</table>

---

CALAVERAS; SAN JOAQUIN COUNTIES; STANISLAUS AND TUOLUMNE COUNTIES:

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>PLASTERER............... $ 33.13</td>
<td>24.64</td>
</tr>
</tbody>
</table>

---

ALAMEDA, CONTRA COSTA, SAN MATEO AND SAN FRANCISCO COUNTIES:

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>PLASTERER       $ 29.72</td>
<td>14.21</td>
</tr>
<tr>
<td>AREA 224: San Benito, Santa Clara, Santa Cruz..$ 34.22</td>
<td>14.08</td>
</tr>
<tr>
<td>AREA 295: Calaveras &amp; San Joaquin Counties..............$ 32.82</td>
<td>15.10</td>
</tr>
<tr>
<td>AREA 337: Monterey County..$ 31.01</td>
<td>13.93</td>
</tr>
<tr>
<td>AREA 429: Mariposa, Merced, Stanislaus, Tuolumne Counties..............$ 32.82</td>
<td>15.30</td>
</tr>
</tbody>
</table>

---

CEMENT MASON/CONCRETE FINISHER...$ 28.65 | 18.56 |

---

SAN FRANCISCO COUNTY

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>PLUMBER (Plumber, Steamfitter, Refrigeration Fitter)............... $ 62.00</td>
<td>42.39</td>
</tr>
</tbody>
</table>

---

Federal Wage Rates - 45
SAN FRANCISCO COUNTY

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Landscape/Irrigation Fitter (Underground/Utility Fitter)</td>
<td>$52.70 31.45</td>
</tr>
</tbody>
</table>

PLUM0062-001 07/01/2013

MONTEREY AND SANTA CRUZ COUNTIES

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>PLUMBER &amp; STEAMFITTER</td>
<td>$41.05 24.49</td>
</tr>
</tbody>
</table>

PLUM0159-001 07/01/2013

CONTRA COSTA COUNTY

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Plumber and steamfitter (1) Refrigeration</td>
<td>$50.78 31.34</td>
</tr>
<tr>
<td>(2) All other work</td>
<td>$51.78 31.34</td>
</tr>
</tbody>
</table>

PLUM0246-001 07/01/2013

FRESNO, KINGS & MADERA COUNTIES

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>PLUMBER &amp; STEAMFITTER</td>
<td>$36.40 24.74</td>
</tr>
</tbody>
</table>

PLUM0246-004 07/01/2013

FRESNO, MERCED & SAN JOAQUIN COUNIES

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>PLUMBER (PIPE TRADESMAN)</td>
<td>$13.00 9.77</td>
</tr>
</tbody>
</table>

PIPE TRADESMAN SCOPE OF WORK:
Installation of corrugated metal piping for drainage, as well as installation of corrugated metal piping for culverts in connection with storm sewers and drains; Grouting, dry packing and diapering of joints, holes or chases including paving over joints, in piping; Temporary piping for dirt work for building site preparation; Operating jack hammers, pavement breakers, chipping guns, concrete saws and spades to cut holes, chases and channels for piping systems; Digging, grading, backfilling and ground preparation for all types of pipe to all points of the jobsite; Ground preparation including ground leveling, layout and planting of shrubbery, trees and ground cover, including watering, mowing, edging, pruning and fertilizing, the breaking of concrete, digging, backfilling and tamping for the preparation and completion of all work in connection with lawn sprinkler and landscaping; Loading, unloading and distributing materials at jobsite; Putting away materials...
in storage bins in jobsite secure storage area; Demolition of piping and fixtures for remodeling and additions; Setting up and tearing down work benches, ladders and job shacks; Clean-up and sweeping of jobsite; Pipe wrapping and waterproofing where tar or similar material is applied for protection of buried piping; Flagman

PLUM0342-001 07/01/2013

ALAMEDA & CONTRA COSTA COUNTIES

<table>
<thead>
<tr>
<th>Rate</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>PIPEFITTER</td>
<td></td>
</tr>
<tr>
<td>CONTRA COSTA COUNTY...........$ 53.71   34.19</td>
<td></td>
</tr>
<tr>
<td>PLUMBER, PIPEFITTER, STEAMFITTER</td>
<td></td>
</tr>
<tr>
<td>ALAMEDA COUNTY..............$ 53.71   34.19</td>
<td></td>
</tr>
</tbody>
</table>

PLUM0355-004 07/01/2013

ALAMEDA, CALAVERAS, CONTRA COSTA, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, STANISLAUS, AND TUOLUMNE COUNTIES:

<table>
<thead>
<tr>
<th>Rate</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Underground Utility Worker</td>
<td></td>
</tr>
<tr>
<td>/Landscape Fitter.............$ 28.55   8.30</td>
<td></td>
</tr>
</tbody>
</table>

PLUM0393-001 07/01/2013

SAN BENITO AND SANTA CLARA COUNTIES

<table>
<thead>
<tr>
<th>Rate</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>PLUMBER/PIPEFITTER...............$ 57.41   30.08</td>
<td></td>
</tr>
</tbody>
</table>

PLUM0442-001 07/01/2013

CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE COUNTIES

<table>
<thead>
<tr>
<th>Rate</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>PLUMBER &amp; STEAMFITTER.............$ 37.00   22.59</td>
<td></td>
</tr>
</tbody>
</table>

PLUM0467-001 07/01/2013

SAN MATEO COUNTY

<table>
<thead>
<tr>
<th>Rate</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Plumber/Pipefitter/Steamfitter...$ 56.45   29.66</td>
<td></td>
</tr>
</tbody>
</table>

ROOF0027-002 01/01/2014
### Fresno, Kings, and Madera Counties

<table>
<thead>
<tr>
<th>Rate</th>
<th>Fringe</th>
</tr>
</thead>
<tbody>
<tr>
<td>Roofer</td>
<td>$24.47</td>
</tr>
</tbody>
</table>

**Footnote:** Work with pitch, pitch base of pitch impregnated products or any material containing coal tar pitch, on any building old or new, where both asphalt and pitchers are used in the application of a built-up roof or tear off: $2.00 per hour additional.

### San Francisco & San Mateo Counties

<table>
<thead>
<tr>
<th>Rate</th>
<th>Fringe</th>
</tr>
</thead>
<tbody>
<tr>
<td>Roofer</td>
<td>$33.61</td>
</tr>
</tbody>
</table>

### Alameda and Contra Costa Counties

<table>
<thead>
<tr>
<th>Rate</th>
<th>Fringe</th>
</tr>
</thead>
<tbody>
<tr>
<td>Roofer</td>
<td>$33.16</td>
</tr>
</tbody>
</table>

### Calaveras, Mariposa, Merced, San Joaquin, Stanislaus and Tuolumne Counties

<table>
<thead>
<tr>
<th>Rate</th>
<th>Fringe</th>
</tr>
</thead>
<tbody>
<tr>
<td>Roofer</td>
<td>$29.99</td>
</tr>
</tbody>
</table>

### Monterey, San Benito, Santa Clara, and Santa Cruz Counties

<table>
<thead>
<tr>
<th>Rate</th>
<th>Fringe</th>
</tr>
</thead>
<tbody>
<tr>
<td>Roofer</td>
<td>$36.62</td>
</tr>
<tr>
<td>Kettle person (2 kettles); Bitumastic, Enameler, Coal Tar, Pitch and Mastic worker</td>
<td>$38.62</td>
</tr>
</tbody>
</table>

### Alameda, Contra Costa, San Francisco, San Mateo and Santa Clara Counties
SPRINKLER FITTER (FIRE) ...........$ 52.42 25.62
SFCA0669-011 07/01/2013

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, STANISLAUS AND TUOLUMNE COUNTIES:

Rates Fringes
SPRINKLER FITTER ...............$ 32.98 19.35
SHEE0104-001 07/01/2013

AREA 1: ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO, SANTA CLARA
AREA 2: MONTEREY & SAN BENITO
AREA 3: SANTA CRUZ

Rates Fringes
SHEET METAL WORKER
AREA 1:
Mechanical Contracts
under $200,000 ...............$ 51.30 35.96
All Other Work .............$ 52.80 34.46
AREA 2 .......................$ 40.26 27.56
AREA 3 .......................$ 42.66 27.16
SHEE0104-003 07/01/2013

CALAVERAS AND SAN JOAQUIN COUNTIES:

Rates Fringes
SHEET METAL WORKER ...........$ 35.87 26.88
SHEE0104-005 07/01/2013

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES:

Rates Fringes
SHEET METAL WORKER (Excluding metal deck and siding) .............$ 35.57 29.36
SHEE0104-007 07/01/2013

FRESNO, KINGS, AND MADERA COUNTIES:

Rates Fringes
SHEET METAL WORKER ...........$ 34.49 29.66
SHEE0104-015 07/01/2013
ALAMEDA, CONTRA COSTA, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA AND SANTA CRUZ COUNTIES:

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>SHEET METAL WORKER (Metal Decking and Siding only).........$ 52.80</td>
<td>34.46</td>
</tr>
</tbody>
</table>

SHEE0104-018 07/01/2013

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES:

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sheet metal worker (Metal decking and siding only).........$ 35.87</td>
<td>26.88</td>
</tr>
</tbody>
</table>

TEAM0094-001 07/01/2013

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Truck drivers:</td>
<td></td>
</tr>
<tr>
<td>GROUP 1.........$ 27.44</td>
<td>23.69</td>
</tr>
<tr>
<td>GROUP 2.........$ 27.74</td>
<td>23.69</td>
</tr>
<tr>
<td>GROUP 3.........$ 28.04</td>
<td>23.69</td>
</tr>
<tr>
<td>GROUP 4.........$ 28.39</td>
<td>23.69</td>
</tr>
<tr>
<td>GROUP 5.........$ 28.74</td>
<td>23.69</td>
</tr>
</tbody>
</table>

FOOTNOTES:
Articulated dump truck; Bulk cement spreader (with or without auger); Dumpcrete truck; Skid truck (debris box); Dry pre-batch concrete mix trucks; Dumpster or similar type; Slurry truck: Use dump truck yardage rate.
Heater planer; Asphalt burner; Scarifier burner; Industrial lift truck (mechanical tailgate); Utility and clean-up truck: Use appropriate rate for the power unit or the equipment utilized.

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Dump trucks, under 6 yds.; Single unit flat rack (2-axle unit); Nipper truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump machine; Fork lift and lift jitneys; Fuel and/or grease truck driver or fuel person; Snow buggy; Steam cleaning; Bus or person haul driver; Escort or pilot car driver; Pickup truck; Teamster oiler/greaser and/or serviceperson; Hook tender (including loading and unloading); Team driver; Tool room attendant (refineries)

GROUP 2: Dump trucks, 6 yds. and under 8 yds.; Transit mixers, through 10 yds.; Water trucks, under 7,000 gals.; Jetting trucks, under 7,000 gals.; Single-unit flat rack (3-axle unit); Highbed heavy duty transport; Scissor truck; Rubber-tired muck car (not self-loaded); Rubber-tired truck
jumbo; Winch truck and "A" frame drivers; Combination winch truck with hoist; Road oil truck or bootperson; Buggymobile; Ross, Hyster and similar straddle carriers; Small rubber-tired tractor

GROUP 3: Dump trucks, 8 yds. and including 24 yds.; Transit mixers, over 10 yds.; Water trucks, 7,000 gals. and over; Jetting trucks, 7,000 gals. and over; Vacuum trucks under 7500 gals. Trucks towing tilt bed or flat bed pull trailers; Lowbed heavy duty transport; Heavy duty transport tiller person; Self- propelled street sweeper with self-contained refuse bin; Boom truck - hydro-lift or Swedish type extension or retracting crane; P.B. or similar type self-loading truck; Tire repairperson; Combination bootperson and road oiler; Dry distribution truck (A bootperson when employed on such equipment, shall receive the rate specified for the classification of road oil trucks or bootperson); Ammonia nitrate distributor, driver and mixer; Snow Go and/or plow

GROUP 4: Dump trucks, over 25 yds. and under 65 yds.; Water pulls - DW 10's, 20's, 21's and other similar equipment when pulling Aqua/pak or water tank trailers; Helicopter pilots (when transporting men and materials); Lowbedk Heavy Duty Transport up to including 7 axles; DW10's, 20's, 21's and other similar Cat type, Terra Cobra, LeTourneau Pulls, Tournorocker, Euclid and similar type equipment when pulling fuel and/or grease tank trailers or other miscellaneous trailers; Vacuum Trucks 7500 gals and over and truck repairman

GROUP 5: Dump trucks, 65 yds. and over; Holland hauler; Low bed Heavy Duty Transport over 7 axles

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

Union Identifiers
An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters, PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.

0000/9999: weighted union wage rates will be published annually each January.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.)
and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

================================================================
END OF GENERAL DECISION

Federal Wage Rates - 53
STATE WAGE RATES
GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1
FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: # ASBESTOS WORKER, HEAT AND FROST INSULATOR

DETERMINATION: NC-3-16-1-2014-1
ISSUE DATE: February 22, 2014

EXPIRATION DATE OF DETERMINATION: July 31, 2014** 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.

EXPIRATION DATE OF DETERMINATION: April 30, 2014* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director – Research Unit at (415) 703-4774 for the new rates after ten days after the expiration date if no subsequent determination is issued.

LOCALITY: Mono and all Northern California Counties

<table>
<thead>
<tr>
<th>Classification</th>
<th>Basic Hourly Rate</th>
<th>Health and Pension Welfare</th>
<th>Vacation/ Training Hours</th>
<th>Other Payments</th>
<th>Straight-Time Rate</th>
<th>Overtime Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hazardous Material Handler Mechanic</td>
<td>$31.13</td>
<td>5.81</td>
<td>1.25</td>
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<td>38.32</td>
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<tr>
<td>Hazardous Material Handler Worker</td>
<td>$21.91</td>
<td>5.81</td>
<td>-</td>
<td>-</td>
<td>1</td>
<td>8</td>
</tr>
</tbody>
</table>

# Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet at http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards’ website at http://www.dir.ca.gov/das/das.html.

* Pursuant to Labor Code sections 1773.1 and 1773.8, the amount paid for this employer payment may vary resulting in a lower taxable basic hourly wage rate, but the total hourly rates for straight time and overtime may not be less than the general prevailing rate of per diem wages.

** Includes amount withheld for dues check off and for vacation.

For further information, contact the Asbestos Contractors Abatement Registration Unit, DOSH at (510) 286-7362.

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

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at http://www.dir.ca.gov/OPRL/PWD. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.
# 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-23-31-1-2014-1  
**ISSUE DATE:** February 22, 2014  
**EXPIRATION DATE OF DETERMINATION:** June 30, 2014**  

**LOCALITY:** All Localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba Counties.

### CLASSIFICATION (Journeyperson)

<table>
<thead>
<tr>
<th>Basic Hourly Rate</th>
<th>E-employer Payments</th>
<th>Straight Time</th>
<th>Overtime Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Health and Welfare²</td>
<td>Hours</td>
<td>Total Hourly Rate</td>
</tr>
<tr>
<td></td>
<td>Pension</td>
<td>Vacation Holiday³</td>
<td>Training</td>
</tr>
</tbody>
</table>

#### b Area 1

**Hardwood Floorlayer, Power Saw Operator, Saw Filer, Shingler, Steel Scaffold and Steel Shoring Erector**

| $39.35 | $10.70 | $8.85 | $4.10 | $0.68 | $2.44 | 8 | $66.12 | $85.80 | $105.47 | $85.80 | $105.47 | $105.47 |

#### b Area 2

**Hardwood Floorlayer, Power Saw Operator, Saw Filer, Shingler, Steel Scaffold and Steel Shoring Erector**

| $33.47 | $10.70 | $8.85 | $4.10 | $0.68 | $2.44 | 8 | $60.24 | $76.98 | $93.71 | $76.98 | $93.71 | $93.71 |

#### b Area 3³

**Hardwood Floorlayer, Power Saw Operator, Saw Filer, Shingler, Steel Scaffold and Steel Shoring Erector**

| $33.47 | $10.70 | $8.85 | $4.10 | $0.68 | $2.44 | 8 | $60.24 | $76.98 | $93.71 | $76.98 | $93.71 | $93.71 |

#### b Area 4³

**Hardwood Floorlayer, Power Saw Operator, Saw Filer, Shingler, Steel Scaffold and Steel Shoring Erector**

| $32.12 | $10.70 | $8.85 | $4.10 | $0.68 | $2.44 | 8 | $58.89 | $74.95 | $91.01 | $74.95 | $91.01 | $91.01 |

---

**DETERMINATION:** NC-23-31-1-2014-1A  
**ISSUE DATE:** February 22, 2014  
**EXPIRATION DATE OF DETERMINATION:** June 30, 2014**  

**LOCALITY:** All Localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba Counties.

### CLASSIFICATION (Journeyperson)

<table>
<thead>
<tr>
<th>Basic Hourly Rate</th>
<th>E-employer Payments</th>
<th>Straight Time</th>
<th>Overtime Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Health and Welfare²</td>
<td>Hours</td>
<td>Total Hourly Rate</td>
</tr>
<tr>
<td></td>
<td>Pension</td>
<td>Vacation Holiday³</td>
<td>Training</td>
</tr>
</tbody>
</table>

#### Bridge Builder/Highway Carpenter

| $39.35 | $10.70 | $8.85 | $4.10 | $0.68 | $2.44 | 8 | $66.12 | $85.80 | $105.47 | $85.80 | $105.47 | $105.47 |

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Footnote and Millwright listed on page 34A

(Recognized Holidays and Subsistence Payment footnotes also listed on page 34A)

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State Wage Rates - 2
## CLASSIFICATION (Journeyperson)

<table>
<thead>
<tr>
<th>Basic Hourly Rate</th>
<th>Health and Welfare</th>
<th>Vacation/ Holiday</th>
<th>Pension</th>
<th>Training</th>
<th>Other Payments</th>
<th>Straight Time Hours</th>
<th>Total Hourly Rate</th>
<th>Daily 1 1/2X</th>
<th>Saturday 2X</th>
<th>Sunday 1 1/2X</th>
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<tr>
<td>$39.45</td>
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<td>$8.85</td>
<td>$4.19</td>
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<td>$64.34</td>
<td>$100.31</td>
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<tr>
<td>$35.97</td>
<td>$10.70</td>
<td>$8.85</td>
<td>$4.19</td>
<td>$0.68</td>
<td>$3.95</td>
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<td>$100.31</td>
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</tr>
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<td>$97.61</td>
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**CLASSIFICATION (Hourlyperson)**

<table>
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<tr>
<th>Basic Hourly Rate</th>
<th>Health and Welfare</th>
<th>Vacation/ Holiday</th>
<th>Pension</th>
<th>Training</th>
<th>Other Payments</th>
<th>Straight Time Hours</th>
<th>Total Hourly Rate</th>
<th>Daily 1 1/2X</th>
<th>Saturday 2X</th>
<th>Sunday 1 1/2X</th>
<th>Holiday</th>
</tr>
</thead>
<tbody>
<tr>
<td>$39.45</td>
<td>$10.70</td>
<td>$8.85</td>
<td>$4.19</td>
<td>$0.68</td>
<td>$3.95</td>
<td>8</td>
<td>$67.82</td>
<td>$107.27</td>
<td>$87.55</td>
<td>$107.27</td>
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</tr>
<tr>
<td>$35.97</td>
<td>$10.70</td>
<td>$8.85</td>
<td>$4.19</td>
<td>$0.68</td>
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<td>$64.34</td>
<td>$100.31</td>
<td>$82.33</td>
<td>$100.31</td>
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<tr>
<td>$35.97</td>
<td>$10.70</td>
<td>$8.85</td>
<td>$4.19</td>
<td>$0.68</td>
<td>$3.95</td>
<td>8</td>
<td>$64.34</td>
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<td>$97.61</td>
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</tr>
</tbody>
</table>

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**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](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](http://www.dir.ca.gov/OPRL/PWD). Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.
## Classifications and Rates for Second Shift

<table>
<thead>
<tr>
<th>Area</th>
<th>Classification</th>
<th>Basic Hourly Rate</th>
<th>Health and Welfare</th>
<th>Pension</th>
<th>Vacation/Holiday</th>
<th>Training</th>
<th>Other Payments</th>
<th>Hours</th>
<th>Total Hourly Rate</th>
<th>Daily</th>
<th>Saturday</th>
<th>Sunday and Holiday</th>
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<td>1</td>
<td>Carpenter</td>
<td>$41.97</td>
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<td>$4.10</td>
<td>$0.68</td>
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<td>7.5</td>
<td>$68.74</td>
<td>$85.80</td>
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<td>$105.47</td>
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<tr>
<td></td>
<td>Hardwood Floorlayer, Power Saw Operator, Saw Filer, Shingler, Steel Scaffold and Steel Shoring Erector</td>
<td>$42.13</td>
<td>$10.70</td>
<td>$8.85</td>
<td>$4.10</td>
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<td>$2.44</td>
<td>7.5</td>
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<td>$8.85</td>
<td>$4.10</td>
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<td>$2.44</td>
<td>7.5</td>
<td>$62.47</td>
<td>$76.98</td>
<td>$93.71</td>
<td>$93.71</td>
</tr>
<tr>
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<td>Hardwood Floorlayer, Power Saw Operator, Saw Filer, Shingler, Steel Scaffold and Steel Shoring Erector</td>
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<td>$2.44</td>
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<td>$2.44</td>
<td>7.5</td>
<td>$62.47</td>
<td>$76.98</td>
<td>$93.71</td>
<td>$93.71</td>
</tr>
<tr>
<td></td>
<td>Hardwood Floorlayer, Power Saw Operator, Saw Filer, Shingler, Steel Scaffold and Steel Shoring Erector</td>
<td>$35.86</td>
<td>$10.70</td>
<td>$8.85</td>
<td>$4.10</td>
<td>$0.68</td>
<td>$2.44</td>
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<td>Hardwood Floorlayer, Power Saw Operator, Saw Filer, Shingler, Steel Scaffold and Steel Shoring Erector</td>
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<td>$8.85</td>
<td>$4.10</td>
<td>$0.68</td>
<td>$2.44</td>
<td>7.5</td>
<td>$61.19</td>
<td>$75.18</td>
<td>$91.31</td>
<td>$91.31</td>
</tr>
</tbody>
</table>

### Determination:
NC-23-31-1-2014-1A

**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.

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(Continued on page 34C)

(Recognized Holidays and Subsistence Payment footnotes also listed on page 34C)
**CLASSIFICATION (Journeyman/person) | Basic Hourly Rate | Health and Welfare | Pension | Vacation/ Holiday | Training | Other Payments | Straight - Time | Total Hourly Rate | Daily Hourly Rate | Overtime Hourly Rate
--- | --- | --- | --- | --- | --- | --- | --- | --- | --- | ---
Area 1 Millwright | $42.08 | $10.70 | $8.85 | $4.19 | $0.68 | $3.95 | 7.5 | $70.45 | $87.55 | $107.27
Area 2 Millwright | $38.37 | $10.70 | $8.85 | $4.19 | $0.68 | $3.95 | 7.5 | $66.74 | $82.33 | $100.31
Area 3 Millwright | $38.37 | $10.70 | $8.85 | $4.19 | $0.68 | $3.95 | 7.5 | $66.74 | $82.33 | $100.31
Area 4 Millwright | $36.93 | $10.70 | $8.85 | $4.19 | $0.68 | $3.95 | 7.5 | $65.30 | $80.30 | $97.61

**DETERMINATION:** NC-23-31-1-2014-1B

**ISSUE DATE:** February 22, 2014

**EXPIRATION DATE OF DETERMINATION:** June 30, 2014** 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.

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**DETERMINATION:** NC-23-31-1-2014-1, NC-23-31-1-2014-1A and NC-23-31-1-2014-1B (FOR SECOND AND THIRD SHIFTS)

In the event that work cannot be performed Monday through Friday because of inclement weather or major mechanical breakdown, employees may voluntarily make up such day on Saturday and shall be paid at the applicable straight time rates.

---


**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.

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http://www.dir.ca.gov/das/das.html

# Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet at http://www.dir.ca.gov/OPRL/PW/AppWage/PWAppWageStart.asp. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards’ website at http://www.dir.ca.gov/das/das.html.

* Does not apply to tenant improvement or renovation projects in occupied buildings with a total contract value of $5 million or less.

a The overtime rates for shift work are based on the non-shift overtime rates on page 74.

b In the event that work cannot be performed Monday through Friday because of inclement weather or major mechanical breakdown, employees may voluntarily make up such day on Saturday and shall be paid at the applicable straight time rates.

---

**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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**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.
**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-23-31-1-2014-1

**ISSUE DATE:** February 22, 2014

**EXPIRATION DATE OF DETERMINATION:** June 30, 2014** 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.

<table>
<thead>
<tr>
<th>CLASSIFICATION (Journeyman)</th>
<th>Basic Hourly Rate</th>
<th>Health and Welfare</th>
<th>Pension</th>
<th>Vacation/ Holiday</th>
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Footnotes listed on page 34C

(Recognized Holidays and Subsistence Payment footnotes also listed on page 34C)
**DETERMINATION:** NC-23-31-1-2014-1A  
**ISSUE DATE:** February 22, 2014

**EXPIRATION DATE OF DETERMINATION:** June 30, 2014**  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.

<table>
<thead>
<tr>
<th>CLASSIFICATION (Journeyperson)</th>
<th>Basic Hourly Rate</th>
<th>Health and Welfare</th>
<th>Pension</th>
<th>Vacation/Holiday</th>
<th>Training</th>
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<th>Employer Payments</th>
<th>Straight - Time</th>
<th>Overtime Hourly Rate</th>
<th>Sunday and Holiday</th>
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**DETERMINATION:** NC-23-31-1-2014-1B  
**ISSUE DATE:** February 22, 2014

**EXPIRATION DATE OF DETERMINATION:** June 30, 2014**  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.

<table>
<thead>
<tr>
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<th>Basic Hourly Rate</th>
<th>Health and Welfare</th>
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<th>Vacation/Holiday</th>
<th>Training</th>
<th>Other Payments</th>
<th>Employer Payments</th>
<th>Straight - Time</th>
<th>Overtime Hourly Rate</th>
<th>Sunday and Holiday</th>
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<td>Hours/Total</td>
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Footnotes listed on page 34C

(Recognized Holidays and Subsistence Payment footnotes also listed on page 34C)
**NC-23-31-15-2013-1**

**ISSUE DATE:** August 22, 2013

**EXPIRATION DATE OF DETERMINATION:** June 30, 2014**

**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.

<table>
<thead>
<tr>
<th>Classification (Journeyperson)</th>
<th>Basic Rate</th>
<th>Health and Welfare</th>
<th>Pension</th>
<th>Vacation/Holiday</th>
<th>Training</th>
<th>Other Payments</th>
<th>Hours</th>
<th>Total Hourly Rate</th>
<th>Daily Rate</th>
<th>Saturday Rate</th>
<th>Sunday/ Holiday Rate</th>
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<td>Installer II</td>
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<td>-</td>
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<td>41.52</td>
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<td>43.78</td>
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**RATIO:** The ratio of employees shall be based on the increments of ten (10) employees. It is understood that the employee ratio shall apply on a company-wide basis. For every ten (10) employees, the employer shall employ one (1) Master Installer, three (3) Lead Installer, three (3) Installer I, and three (3) Installer II. For crew size of less than 10 employees, the employer shall employ a Master Installer, followed by a Lead Installer, then an Installer I, and lastly an Installer II. For crew size of over 10 employees, please contact the Office of the Director – Research Unit at 415-703-4774.

**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](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](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.
**CRAFT: #DRYWALL INSTALLER/LATHER (CARPENTER)**

**CLASSIFICATION: #DRYWALL INSTALLER/LATHER (CARPENTER)**

**ISSUE DATE:** August 22, 2013

**EXPIRATION DATE OF DETERMINATION:** June 30, 2014

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.

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**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](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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**Employer Payments**

<table>
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<th>Basic Hourly Rate</th>
<th>Health and Welfare</th>
<th>Vacation/Pension</th>
<th>Vacation/Holiday</th>
<th>Training</th>
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<th>Total Hours</th>
<th>Daily Overtime Rate</th>
<th>Saturday Overtime Rate</th>
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<tr>
<td>Stocker, Scraper/</td>
<td>16.31</td>
<td>10.55</td>
<td>5.25</td>
<td>4.10</td>
<td>-</td>
<td>-</td>
<td>8</td>
<td>36.21</td>
<td>44.365</td>
<td>44.365</td>
</tr>
<tr>
<td>Stocker, Scraper/</td>
<td>16.31</td>
<td>10.55</td>
<td>1.00</td>
<td>4.10</td>
<td>-</td>
<td>-</td>
<td>8</td>
<td>31.96</td>
<td>40.115</td>
<td>40.115</td>
</tr>
</tbody>
</table>

#Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet @ [http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp](http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp). To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at [http://www.dir.ca.gov/das/das.html](http://www.dir.ca.gov/das/das.html).
CRAFT: # PILE DRIVER (CARPENTER)

**DETERMINATION:** NC-23-31-11-2013-I  
**ISSUE DATE:** August 22, 2013  
**EXPIRATION DATE OF DETERMINATION:** June 30, 2014**  
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.

<table>
<thead>
<tr>
<th>Classification (Journeyperson)</th>
<th>Employer Payments</th>
<th>Straight-Time</th>
<th>Overtime Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Basic Hourly Rate</td>
<td>Health &amp; Welfare</td>
<td>Pension</td>
</tr>
<tr>
<td>Pile Driver, Wharf, and Dock Builder</td>
<td>$38.60g</td>
<td>$10.70</td>
<td>$13.05</td>
</tr>
<tr>
<td>Diver (wet) up to 50 ft depth e, f</td>
<td>86.92</td>
<td>$10.70</td>
<td>$13.05</td>
</tr>
<tr>
<td>Diver’s Tender e</td>
<td>42.46</td>
<td>$10.70</td>
<td>$13.05</td>
</tr>
<tr>
<td>Assistant Tender</td>
<td>38.60</td>
<td>$10.70</td>
<td>$13.05</td>
</tr>
<tr>
<td>Diver (stand-by)</td>
<td>43.46</td>
<td>$10.70</td>
<td>$13.05</td>
</tr>
</tbody>
</table>

FOR "PILE DRIVER-BRIDGE BUILDER" - SEE NORTHERN CALIFORNIA CARPENTER PAGE 34.

**PLEASE NOTE:** To obtain wage rate information for Saturation Diver, Manned Submersible, Manifold Operator/Life Support Technician, Remote Controlled/Operated Vehicle (RCV/ROV) Pilot/Technician, Navigator Surveyor, Bell Winch Operator & Diving Equipment Technician, please contact the Office of the Director - Research Unit at (415) 703-4774.

# Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet @ http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at http://www.dir.ca.gov/das/das.html.

a Includes UBC Health & Safety Fund.
b Includes an amount per hour for Annuity Trust Fund. Pursuant to Labor Code Sections 1773.1 and 1773.8, the amount paid for this employer payment may vary resulting in a lower taxable basic hourly wage rate, but the total hourly rates for straight time and overtime may not be less than the general prevailing rate of per diem wages.
c Includes an amount per hour for work fees.
d Rate applies to the first 2 daily overtime hours and the first 8 hours worked on Saturdays. All other time is paid at the Sunday/Holiday overtime rate.
e Shall receive a minimum of 8 hours pay for any day or part thereof.
f For specific rates over 50 ft depth, contact the Office of the Director – Research Unit.
g On bridges, powerhouses and dams, men working from bosun’s chairs or swinging scaffolds or suspended from rope, cable, safety belts, or any device used as a substitute for or in lieu thereof (excluding piledriving rigs) shall receive $0.15 per hour above this rate.

**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.
CRAFT: #ELEVATOR CONSTRUCTOR

**Determination:** NC-62-X-1-2014-1  
**Issue Date:** February 22, 2014  
**Expiration Date of Determination:** December 31, 2014

The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

**Locality:** All localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Inyo, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Mono, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo and Yuba Counties. Portions of Kern, San Bernardino and San Luis Obispo are detailed below.

<table>
<thead>
<tr>
<th>Classification (Journeyperson)</th>
<th>Basic Hourly Rate</th>
<th>Employer Payments</th>
<th>Straight-Time Hours</th>
<th>Overtime Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Health and Pension</td>
<td>Training Holiday</td>
<td>Total Hourly Rate</td>
</tr>
<tr>
<td>Mechanics</td>
<td>$59.19</td>
<td>12.725</td>
<td>13.46</td>
<td>3.55</td>
</tr>
<tr>
<td>Mechanics (Employed in industry more than 5 years)</td>
<td>59.19</td>
<td>12.725</td>
<td>13.46</td>
<td>4.74</td>
</tr>
<tr>
<td>Helper</td>
<td>41.43</td>
<td>12.725</td>
<td>13.46</td>
<td>2.49</td>
</tr>
<tr>
<td>Helper (Employed in industry more than 5 years)</td>
<td>41.43</td>
<td>12.725</td>
<td>13.46</td>
<td>3.31</td>
</tr>
</tbody>
</table>

#Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet @ http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at http://www.dir.ca.gov/das/das.html.

a Applies to that portion of these counties north of the Tehachapi Line. For more information contact the Office of the Director - Research Unit.

b For paid holidays recognized in the collective bargaining agreement employees are paid for 8 hours at straight time in addition to the Holiday rate for all hours worked.

c Ratio: The total number of Helpers employed shall not exceed the number of Mechanics on any one job. For more information on the use of Helpers contact the Office of the Director - Research Unit.

d For Contract Service work only. All other overtime is paid at the Sunday/Holiday rate.

e Includes an amount for Annuity Trust Fund.

**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.

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State Wage Rates - 11
## 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-23-63-1-2013-2  
**Issue Date:** August 22, 2013  
**Expiration Date of Determination:** June 29, 2014

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:


### Hourly Rates

<table>
<thead>
<tr>
<th>Classification Group</th>
<th>Basic Rate</th>
<th>Health and Welfare</th>
<th>Vacation</th>
<th>Training</th>
<th>Other Hours</th>
<th>Total Holiday</th>
<th>Saturday</th>
<th>Holiday</th>
</tr>
</thead>
<tbody>
<tr>
<td>Group 1</td>
<td>$39.02</td>
<td>$41.02</td>
<td>$12.63</td>
<td>$9.52</td>
<td>$3.72</td>
<td>$0.62</td>
<td>$8</td>
<td>$68.18</td>
</tr>
<tr>
<td>Group 2</td>
<td>$37.49</td>
<td>$39.49</td>
<td>$12.63</td>
<td>$9.52</td>
<td>$3.72</td>
<td>$0.62</td>
<td>$8</td>
<td>$64.65</td>
</tr>
<tr>
<td>Group 3</td>
<td>$36.01</td>
<td>$38.01</td>
<td>$12.63</td>
<td>$9.52</td>
<td>$3.72</td>
<td>$0.62</td>
<td>$8</td>
<td>$63.17</td>
</tr>
<tr>
<td>Group 4</td>
<td>$34.63</td>
<td>$36.63</td>
<td>$12.63</td>
<td>$9.52</td>
<td>$3.72</td>
<td>$0.62</td>
<td>$8</td>
<td>$61.79</td>
</tr>
<tr>
<td>Group 5</td>
<td>$33.36</td>
<td>$35.36</td>
<td>$12.63</td>
<td>$9.52</td>
<td>$3.72</td>
<td>$0.62</td>
<td>$8</td>
<td>$60.52</td>
</tr>
<tr>
<td>Group 6</td>
<td>$32.04</td>
<td>$34.04</td>
<td>$12.63</td>
<td>$9.52</td>
<td>$3.72</td>
<td>$0.62</td>
<td>$8</td>
<td>$59.20</td>
</tr>
<tr>
<td>Group 7</td>
<td>$30.90</td>
<td>$32.90</td>
<td>$12.63</td>
<td>$9.52</td>
<td>$3.72</td>
<td>$0.62</td>
<td>$8</td>
<td>$58.06</td>
</tr>
<tr>
<td>Group 8</td>
<td>$29.76</td>
<td>$31.76</td>
<td>$12.63</td>
<td>$9.52</td>
<td>$3.72</td>
<td>$0.62</td>
<td>$8</td>
<td>$56.92</td>
</tr>
<tr>
<td>Group 8-A</td>
<td>$27.55</td>
<td>$29.55</td>
<td>$12.63</td>
<td>$9.52</td>
<td>$3.72</td>
<td>$0.62</td>
<td>$8</td>
<td>$54.71</td>
</tr>
<tr>
<td>Group 1-A</td>
<td>$39.90</td>
<td>$41.90</td>
<td>$12.63</td>
<td>$9.52</td>
<td>$3.72</td>
<td>$0.62</td>
<td>$8</td>
<td>$67.06</td>
</tr>
</tbody>
</table>

### 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.

**Note:** For Special Single and Second Shift rates, please see page 39A.
**CLASSIFICATIONS**

**GROUP 1**
- Drill Equipment, over 200,000 lbs
- Operator of Helicopter (when used in erection work)
- Hydraulic Excavator 7 cu yds and over
- Power Shovels, over 7 cu yds

**GROUP 2**
- Highline Cableway
- Hydraulic Excavator 3 1/2 cu yds to 7 cu yds
- Licensed Construction Work Boat Operator, On Site
- Microtunneling Machine
- Power Blade Operator (finish)
- Power Shovels, (over 1 cu yd and up to and including 7 cu yds m.r.c.)

**GROUP 3**
- Asphalt Milling Machine
- Cable Backhoe
- Combination Backhoe and Loader over ¾ cu yds
- Continuous Flight Tie Back Machine
- Crane Mounted Continuous Flight Tie Back Machine, tonnage to apply
- Crane Mounted Drill Attachments, Tonnage to apply
- Dozer, Slope Board
- Drill Equipment, over 100,000 lbs to and including 200,000 lbs
- Gradall
- Hydraulic Excavator up to 3 1/2 cu yds
- Loader 4 cu yds and over
- Long Reach Excavator
- Multiple Engine Scrapers (when used as push pull)
- Power Shovels, up to and including 1 cu yd
- Pre-Stress Wire Wrapping machine
- Side Boom Cat, 572 or larger
- Track Loader 4 cu yds and over
- Wheel Excavator (up to and including 750 cu yds per hour)

**GROUP 4**
- Asphalt Plant Engineer/Boxman
- Chicago Boom
- Combination Backhoe and Loader up to and including ¾ cu yds
- Concrete Batch Plants (wet or dry)
- Dozer and/or Push Cat
- Drill Equipment, over 50,000 lbs to and including 100,000 lbs
- Pull-Type Elevating Loader
- Graderseeder, Grade Checker (GPS, mechanical or otherwise)
- Grooving and Grindng Machine
- Heading Shield Operator
- Heavy Duty Drilling Equipment, Hughes, LDH, Watson 3000 or similar
- Heavy Duty Repairman and/or Welder
- Lime Spreader
- Loader under 4 cu yds
- Lubrication and Service Engineer (mobile and grease rack)
- Mechanical Finishers or Spreader Machine (asphalt, Barber-Greene and similar)
- Miller Formless M-9000 Slope Paver or similar
- Portable Crushing and Screening plants
- Power Blade Support
- Roller Operator, Asphalt
- Rubber-Tired Scraper, Self-Loading (paddle-wheels, etc)
-橡胶-Tired Earthmoving Equipment (Scrapers)
- Slip Form Paver (concrete)
- Small Tractor with Drag
- Soil Stabilizer (PAH or equal)
- Spider Plow and Spider Puller
- Timber Skidder
- Track Loader up to 4 yards
- Tractor Drawn Scraper
- Tractor, Compessor Drill Combination
- Tubex Pile Rig
- Unlicensed Construction Work Boat Operator, On Site
- Welder
- Wood-Mixer (and other similar Pugmill equipment)

**GROUP 5**
- Cast-In Place Pipe Laying Machine
- Combination Slusher and Motor Operator
- Concrete Conveyor or Concrete Pump, Truck or Equipment Mounted
- Concrete Conveyor, Building Site
- Concrete Pump or Pumpcrete Guns
- Drilling Equipment, Watson 2000, Texoma 700 or similar
- Drilling and Boring Machinery, Horizontal (not to apply to waterlines, wagon-drills or jackhammers)
- Concrete Mixers/all
- Man and/or Material Hoist
- Mechanical Finishers (concrete) (Clary, Johnson, Bidwell)
- Mechanical Burm, Curb and/or Curb and Gutter Machine, Concrete or Asphalt
- Mine or Shaft Hoist
- Portable Crushers
- Power Jumbo Operator (setting slip-forms, etc., in tunnels)
- Screedman (automatic or manual)
- Self Propelled Compactor with Dozer
- Tractor with boom, D6 or smaller
- Trenching Machine, maximum digging capacity over 5 ft. deep
- Vermeer T-600 Rock Cutter or similar

**GROUP 6**
- Armor-Coater (or similar)
- Ballast Jack Tamper
- Boom-Type Backfilling Machine
- Ass't Plant Engineer
- Bridge and/or Gaantry Crane
- Chemical Grouting Machine, truck mounted
- Chip Spreading Machine Operator
- Concrete Barrier Moving Machine
- Concrete Saws (self-propelled unit on streets, highways, airports, and canals)
- Deck Engineer
- Drill Doctor
- Drill Equipment, over 25,000 lbs up to and including 50,000 lbs
- Drilling Equipment Texasoma 600, Hughes 200 series or similar up to and including 30 ft. m.r.c.
- Drill Equipment, over 100,000 lbs up to and including 200,000 lbs
- Drill Equipment, over 100,000 lbs up to and including 25,000 lbs
- Drill Equipment, over 25,000 lbs up to and including 50,000 lbs
- 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)
- Mechanical Burm, Curb and/or Curb and Gutter Machine, Concrete or Asphalt
- Mine or Shaft Hoist
- Portable Crushers
- Power Jumbo Operator (setting slip-forms, etc., in tunnels)
- Screedman (automatic or manual)
- Self Propelled Compactor with Dozer
- Tractor with boom, D6 or smaller
- Trenching Machine, maximum digging capacity over 5 ft. deep
- Vermeer T-600 Rock Cutter or similar

**GROUP 7**
- Ballast Regulator
- Color Lift or similar
- Combination Slurry Mixer and/or Cleaner
- Coolant/Slurry Tanker Operator
- (hooked to Grooving/Grindng Machine)
- Drill Equipment, 20 ft and under m.r.c.
- Drill Equipment, over 1,000 lbs up to and including 25,000 lbs
- Fireman Hot Plant

**GROUP 8**
- Bit Sharpener
- Boiler Tender
- Box Operator
- Brakeman
- Combination Mixer and Compressor (shotcrete/gunitie)
- Compressor Operator
- Deckhand
- Fireman
- Generators
- Gunite/Shotcrete Equipment Operator
- Heavy Duty Repairman Helper
- Hydraulic Monitor
- Ken Seal Machine (or similar)
- Mast Type Forklift
- Mixermobile
- Assistant to Engineer
- Asphalt Plant Engineer/Boxman
- Concrete Paving Machine (includes Pump, Operator
- Refrgerator Plant
- Reservoir-Debris Tug (Self-Propelled Floating)
- Ross Carrier (Construction site)
- Rotomist Operator
- Self Propelled Tape Machine
- Shuttlecar
- Self Propelled Power Sweeper Operator (includes Vacuum Sweeper)
- Slusher Operator
- Surface Heater
- Switchman
- Tar Pot Fireman
- Tugger Hoist, Single Drum
- Vacuum Cooling Plant
- Welding Machine (powered other than by electricity)
<table>
<thead>
<tr>
<th>GROUP 8-A</th>
<th>GROUP 2-A</th>
<th>GROUP 4-A</th>
</tr>
</thead>
<tbody>
<tr>
<td>Articulated Dump Truck Operator&lt;br/&gt;Elevator Operator&lt;br/&gt;Mini Excavator under 25 H.P. (Backhoe-Trencher)&lt;br/&gt;Skidsteer Loader, Bobcat 743 series or smaller and similar (without attachments)</td>
<td>Clamshells and Draglines over 1 cu yds up to and including 7 cu yds&lt;br/&gt;Cranes over 45 tons up to and including 100 tons&lt;br/&gt;Derrick Barge 100 tons and under&lt;br/&gt;Mobile Self-Erecting Tower Crane (Potain) over 3 stories&lt;br/&gt;Self Propelled Boom Type Lifting Device over 45 tons&lt;br/&gt;Tower Cranes</td>
<td>Boom Truck or dual-purpose A-Frame Truck, Non-Rotating over 15 tons.&lt;br/&gt;Truck Mounted Rotating Telescopic Boom Type Lifting Device, Manitex or similar (Boom Truck - over 15 tons)&lt;br/&gt;Truck-Mounted Rotating Telescopic Boom Type Lifting Device, Manitex or Similar (Boom Truck), under 15 tons</td>
</tr>
<tr>
<td>GROUP 1-A</td>
<td>GROUP 3-A</td>
<td></td>
</tr>
<tr>
<td>Clamshells and Draglines over 7 cu yds&lt;br/&gt;Cranes over 100 tons&lt;br/&gt;Derrick, over 100 tons&lt;br/&gt;Derrick Barge Pedestal mounted over 100 tons&lt;br/&gt;Self Propelled Boom Type Lifting Device Over 100 tons</td>
<td>Clamshells and Draglines up to and including 1 cu yd&lt;br/&gt;Cranes 45 tons and under&lt;br/&gt;Mobile Self-Erecting Tower Crane (Potain), 3 stories and under&lt;br/&gt;Self Propelled Boom Type Lifting Device 45 tons and under</td>
<td></td>
</tr>
</tbody>
</table>

State Wage Rates - 14
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 Easterly to the Northwest corner of Township 21S, Range 7E Thence
Southerly to the Southwest corner of Township 21S, Range 7E
Thence Easterly to the Northwest corner of Township 22S, Range 7E,
Thence Southerly to the Northwest corner of Township 22S, Range 9E,
Thence Easterly to the Northeast corner of Township 20S, Range 31E
Thence Westerly to the Southeast corner of Township 19S, Range 29E,
Thence Northernly to the Northeast corner of Township 17S, Range 29E,
Thence Westerly to the Southeast corner of Township 16S, Range 26E,
Thence Northernly to the Northeast corner of Township 13S, Range 26E,
Thence Westerly to the Southeast corner of Township 1N, Range 26E,
Thence Northernly to the Northeast corner of Township 1N, Range 19E,
Thence Westerly to the Southeast corner of Township 1N, Range 19E,
Thence Northernly to the Northeast corner of Township 3N, Range 18E,
Thence Westerly to the Southeast corner of Township 3N, Range 18E,
Thence Northernly to the Northeast corner of Township 5N, Range 15E,
Thence Westerly to the Southeast corner of Township 5N, Range 15E,
Thence Northernly to the Northeast corner of Township 10N, Range 14E,
Thence Easterly along the Southern line of Township 11N, to the
California / Nevada State Border,
Thence Northerly along the California / Nevada State Border to the
Northerly line of Township 17N,
Thence Westerly to the Southeast corner of Township 18N, Range 10E,
Thence Northernly to the Northeast corner of Township 20N, Range 10E,
Thence Westerly to the Southeast corner of Township 20N, Range 9E,
Thence Northernly to the Northeast corner of Township 21N, Range 9E,
Thence Westerly to the Southeast corner of Township 22N, Range 8E,
Thence Northernly to the Northeast corner of Township 22N, Range 8E,
Thence Westerly to the Southeast corner of Township 27N, Range 8E,
Thence Easterly to the Southeast corner of Township 27N, Range 8E,
Thence Northernly to the Northeast corner of Township 28N, Range 8E,
Thence Westerly to the Southeast corner of Township 28N, Range 6E,
Thence Northernly to the Northeast corner of Township 32N, Range 6E,
Thence Westerly to the Northwest corner of Township 32 N, Range 6E,
Thence Northernly to the Northeast corner of Township 35N, Range 6E,
Thence Westerly to the Southeast corner of Township 36N, Range 3E,
Thence Northernly to the Northeast corner of township 36N, Range 3E,
Thence Westerly to the Southeast corner of Township 37N, Range 1W,
Thence Northernly to the Northeast corner of Township 38N, Range 1W,
Thence Westerly to the Southeast corner of Township 39N, Range 2W,
Thence Northernly to the Northeast corner of Township 40N, Range 2W,
Thence Westerly to the Southeast corner of Township 41N, Range 4W,
Thence Northernly to the Northeast corner of Township 43N, Range 4W,
Thence Westerly to the Southeast corner of Township 43N, Range 5W,
Thence Northernly to the California / Oregon State Border,

Thence Westerly along the California / Oregon State Border to the
Westerly Boundary of Township Range 8W,
Thence Southernly to the Southwest corner of Township 43N, Range 8W,
Thence Easterly to the Southeast corner of Township 43N, Range 8W,
Thence Southernly to the Southwest corner of Township 42N, Range 7W,
Thence Easterly to the Southeast corner of Township 42N, Range 7W,
Thence Southernly to the Southwest corner of Township 41N, Range 6W,
Thence Easterly to the Northwest corner of Township 40N, Range 5W,
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Thence Southernly to the Southwest corner of Township 35N, Range 6W,
Thence Easterly to the Northwest corner of Township 34N, Range 5W,
Thence Southernly to the Southwest corner of Township 31N, Range 10W,
Thence Easterly to the Northwest corner of Township 30N, Range 9W,
Thence Southernly to the Southwest corner of Township 30N, Range 9W,
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Thence Southernly to the Southwest corner of Township 23N, Range 8W,
Thence Easterly to the Northwest corner of Township 22N, Range 6W,
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Thence Southernly to the Southwest corner of Township 12N, Range 13W,
Thence Easterly to the Northwest corner of Township 11N, Range 12W,
Thence Southernly to the Southwest corner of Township 11N, Range 12W,

and Commencing in the Pacific Ocean on the extension of the Humboldt
Base Line,
Thence Easterly to the Northwest corner of Township 1S, Range 2E,
Thence Southernly to the Southwest corner of Township 2S, Range 2E,
Thence Easterly to the Northwest corner of Township 3S, Range 3E,
Thence Southernly to the Southwest corner of Township 5S, Range 3E,
Thence Easterly to the Southeast corner of Township 5S, Range 4E,
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Thence Northernly to the Northeast corner of Township 3N, Range 1E,
Thence Westerly to the Southeast corner of Township 3N, Range 1E,
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Thence Westerly to the Southeast corner of Township 5N, Range 1E,
Thence Northernly to the Northeast corner of Township 10N, Range 1E,
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Thence Northernly to the Northeast corner of Township 3N, Range 1E,
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Thence Northernly to the Northeast corner of Township 3N, Range 1E,
Thence Westerly to the Southeast corner of Township 3N, Range 1E,
Thence Northernly to the Northeast corner of Township 5N, Range 1E,
Thence Westerly to the Southeast corner of Township 5N, Range 1E,
Thence Northernly to the Northeast corner of Township 10N, Range 1E,
## State Wage Rates - 16

### CRAFT: # OPERATING ENGINEER (HEAVY AND HIGHWAY WORK)
(SPECIAL SINGLE AND SECOND SHIFT)

**Determination:** NC-23-63-1-2013-2  
**Issue Date:** August 22, 2013

**Expiration Date of Determination:** June 29, 2014** 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.

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<tr>
<th>Classification Group</th>
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<th>Health and Welfare</th>
<th>Pension and Vacation</th>
<th>Training and Other Payments</th>
<th>Hours</th>
<th>Total Hourly Rate</th>
<th>Employer Payments</th>
<th>Holiday Rate</th>
<th>Straight-Time Rate</th>
<th>Overtime Hourly Rate</th>
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<th>Area 1b</th>
<th>Area 1c</th>
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<td>$81.84</td>
<td>$78.84</td>
<td>$80.84</td>
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</table>

**Notes:**
- Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet at http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards’ website at http://www.dir.ca.gov/das/das.html.
- # Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet at http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards’ website at http://www.dir.ca.gov/das/das.html.
- **A** For classifications within each group, see pages 39B-40.
- **B** For classifications within each group, see pages 39B-40.
- **C** Areas 1 - Alameda, Butte, Contra Costa, Kings, Marin, Merced, Napa, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Solano, Stanislaus, Sutter, Yolo and Yuba counties; and portions of Alpine, Amador, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Lake, Lassen, Madera, Mariposa, Mendocino, Monterey, Nevada, Placer, Plumas, Shasta, Sierra, Siskiyou, Sonoma, Tehama, Tulare, Tuolumne and Trinity counties.
- **D** Areas 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.
- **E** 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.
- **F** Includes an amount for supplemental dues.

**Recognized Holidays:** Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at http://www.dir.ca.gov/OPRL/PWPD. 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/PWPD. 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:  # OPERATING ENGINEER (BUILDING CONSTRUCTION)

DETERMINATION:  NC-23-63-1-2013-2A

EXPIRATION DATE OF DETERMINATION:  June 29, 2014** 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 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, Stanislaus, Sutter, Yolo, and Yuba counties.

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/PWApp/Wage/PWApp/WageStart.asp. To obtain any apprentice wage rates, which are currently available on the Internet at http://www.dir.ca.gov/OPRL/PWApp/Wage/PWAppStart.asp, please contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.

NOTE:  For Special Single and Second Shift rates, please see page 40C.

RECOGNIZED HOLIDAYS:  Holidays upon which the general prevailing 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/PWApp/Wage/PWApp/WageStart.asp. To obtain any apprentice wage rates, which are currently available on the Internet at http://www.dir.ca.gov/OPRL/PWApp/Wage/PWAppStart.asp, please contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.

EXPIRATION DATE OF DETERMINATION:  June 29, 2014** 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 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, Stanislaus, Sutter, Yolo, and Yuba counties.
### General Prevailing Wage Determination

**Classification Group**

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**Area Group**

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<td>Group 9</td>
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**Holiday Provisions**

- **Area 1**
  - Butte, Kings, Madera, Napa, Sacramento, San Benito, San Joaquin, Santa Cruz, Stanislaus, Sutter, Yolo, and Yuba counties.
- **Area 2**

**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, Nevada, Placer, Plumas, Sacramento, San Benito, San Joaquin, Santa Cruz, Shasta, Sierra, Siskiyou, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, and Yuba counties.

**Superseded Determinations:**

- The current apprentice wage rates are available on the Internet at [http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp](http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp). To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards’ website at [http://www.dir.ca.gov/das/das.html](http://www.dir.ca.gov/das/das.html).

**Recognized Holidays:**

- Holidays upon which the 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](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](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.
CRAFT: "STEEL ERECTOR AND FABRICATOR (OPERATING ENGINEER-BUILDING CONSTRUCTION)"

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<td>$33.11</td>
<td>$12.63</td>
<td>$9.52</td>
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# Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet at http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards’ website at http://www.dir.ca.gov/das/das.html.

a  Saturday in the same work week may be worked at straight-time rates if a job is shut down during the normal work week due to inclement weather.

b  For classifications within each group, see page 45.

c  Includes an amount for supplemental dues.

d  When three shifts are employed for five (5) or more consecutive days, seven and one-half (7 1/2) consecutive hours (exclusive of meal period), shall constitute a day of work, for which eight (8) times the straight time hourly rate shall be paid at the non-shift wage rate for the second shift. The third shift shall be seven (7) hours of work for eight (8) hours of pay at the non-shift wage rate.

NOTE: For Special Single and Second Shift rates, please see page 40D.

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

EXPIRATION DATE OF DETERMINATION: June 29, 2014** 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.
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: STEEL ERECTOR AND FABRICATOR (OPERATING ENGINEER-BUILDING CONSTRUCTION)
(SPECIAL SINGLE AND SECOND SHIFT)

DETERMINATION: NC-23-63-1-2013-2D1
ISSUE DATE: August 22, 2013
EXPIRATION DATE OF DETERMINATION: June 29, 2014** 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 Alpine, Amador, Butte, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Joaquin, Santa Cruz, Shasta, Sierra, Siskiyou, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba counties.

<table>
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<tr>
<th>Classification (Journeyperson)</th>
<th>Basic Hourly Rate</th>
<th>Health and Welfare</th>
<th>Pension and Vacation Holiday</th>
<th>Training and Other Payments</th>
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a  Saturday in the same work week may be worked at straight-time rates if a job is shut down during the normal work week due to inclement weather.

b  For classifications within each group, see page 45.

c Includes an amount for supplemental dues.

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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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 LANDSCAPE CONSTRUCTION PROJECTS

CRAFT: # OPERATING ENGINEER

DETERMINATION: NC-63-3-75-2014-1

ISSUE DATE: February 22, 2014

EXPIRATION DATE OF DETERMINATION: June 29, 2014** 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.


EXPIRATION DATE OF DETERMINATION: June 29, 2014** 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.


Area b 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/das/das.html.

For classifications within each group, see below.

a For classifications within each group, see below.
b AREA 1 - Alameda, Butte, Contra Costa, Kings, Marin, Merced, Napa, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Solano, Stanislaus, Sutter, Yolo and Yuba Counties; and portions of Alpine, Amador, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Lake, Lassen, Madera, Mariposa, Mendocino, Monterey, Nevada, Placer, Plumas, Shasta, Sierra, Siskiyou, Sonoma, Tehama, Tulare, Tuolumne and Trinity Counties. (Portions of counties falling in each area detailed on page 41).
c AREA 2 - Modoc, and portions of Alpine, Amador, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Lake, Lassen, Madera, Mariposa, Mendocino, Monterey, Nevada, Placer, Plumas, Shasta, Sierra, Siskiyou, Sonoma, Tehama, Tulare, Tuolumne and Trinity Counties. (Portions of counties falling in each area detailed on page 41).
d Includes an amount for Supplemental Dues.
e Saturdays in the same work week may be worked at straight-time if a job is shut down during the normal work week due to inclement weather, major mechanical breakdown or shortage of materials beyond the control of the Individual Employer.

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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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)

Group III
Landscape Utility Operator
Small Rubber-Tired Tractor
Trencher - Under 35 Horsepower

Group IV
Assistant Landscape Utility Operator

# Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet at http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at http://www.dir.ca.gov/das/das.html.

For classifications within each group, see below.

a For classifications within each group, see below.
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d Includes an amount for Supplemental Dues.
e Saturdays in the same work week may be worked at straight-time if a job is shut down during the normal work week due to inclement weather, major mechanical breakdown or shortage of materials beyond the control of the Individual Employer.
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 LANDSCAPE CONSTRUCTION PROJECTS

CRAFT: # OPERATING ENGINEER (SPECIAL SINGLE AND SECOND SHIFT)

DETERMINATION: NC-63-3-75-2014-1

ISSUE DATE: February 22, 2014

EXPIRATION DATE OF DETERMINATION: June 29, 2014** 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.


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CLASSIFICATIONS

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<th>CRAFT</th>
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</table>

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** Includes an amount for Supplemental Dues.

## SATURDAYS IN THE SAME WORK WEEK MAY BE WORKED AT STRAIGHT-TIME IF A JOB IS SHUT DOWN DURING THE NORMAL WORK WEEK DUE TO INCLEMENT WEATHER, MAJOR MECHANICAL BREAKDOWN OR SHORTAGE OF MATERIALS BEYOND THE CONTROL OF THE INDIVIDUAL EMPLOYER.

# For classifications within each group, see below.

** For classifications within each group, see below.

## SATURDAYS IN THE SAME WORK WEEK MAY BE WORKED AT STRAIGHT-TIME IF A JOB IS SHUT DOWN DURING THE NORMAL WORK WEEK DUE TO INCLEMENT WEATHER, MAJOR MECHANICAL BREAKDOWN OR SHORTAGE OF MATERIALS BEYOND THE CONTROL OF THE INDIVIDUAL EMPLOYER.

## SATURDAYS IN THE SAME WORK WEEK MAY BE WORKED AT STRAIGHT-TIME IF A JOB IS SHUT DOWN DURING THE NORMAL WORK WEEK DUE TO INCLEMENT WEATHER, MAJOR MECHANICAL BREAKDOWN OR SHORTAGE OF MATERIALS BEYOND THE CONTROL OF THE INDIVIDUAL EMPLOYER.

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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

Assistant Landscape Utility Operator

GROUP IV

Landscape Utility Operator
Small Rubber-Tired Tractor
Trencher - Under 35 Horsepower
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: # DREDGER OPERATING ENGINEER

(CLAMSHELL AND DIPPER DREDGING AND HYDRAULIC SUCTION DREDGING)

DETERMINATION: NC-63-3-12-2013-1

ISSUE DATE: August 22, 2013

DECLARATION OF PREVAILING WAGE: The prevailing hourly wage rate applicable to the craft, classification, or type of worker employed on the project, is as follows:


HOLIDAYS: The employee shall be paid the regular rate for 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 cumulative 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.

EXPIRATION DATE OF DETERMINATION: June 30, 2014

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.

State Wage Rates - 23
IMPORTANT NOTICE TO AWARDING BODIES & ALL INTERESTED PARTIES REGARDING CHANGES TO THE DIRECTOR’S GENERAL PREVAILING WAGE DETERMINATIONS

INTERIM DETERMINATION FOR THE CRAFT OF
CRAFT: TRAFFIC CONTROL/LANE CLOSURE (LABORER) &
# PARKING AND HIGHWAY IMPROVEMENT PAINTER (LABORER)

DETERMINATION: NC-23-102-13-2014-1
ISSUE DATE: March 11, 2014
EXPIRATION DATE OF DETERMINATION: June 29, 2014** 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.


This determination applies to projects advertised for bids on or after March 21, 2014. This determination supersedes General Prevailing Wage Determination NC-23-102-13-2014-1A.

Traffic Control Trainee
Stage 1 (2000 hours only) 17.32 6.64 9.47 2.63 0.39 0.15 8 36.60 45.26 45.26 53.92

Footnotes listed on page 44A.
This determination applies to projects advertised for bids on or after March 21, 2014. This determination supersedes General Prevailing Wage Determination NC-23-102-13-2013-3B.

### STRIPER AND RELATED CLASSIFICATIONS

<table>
<thead>
<tr>
<th>Classification (Journeyperson)</th>
<th>Basic Hourly Rate</th>
<th>Health and Welfare</th>
<th>Pension</th>
<th>Vacation and Holiday</th>
<th>Training</th>
<th>Other Payments</th>
<th>Employer Payments</th>
<th>Straight-Time</th>
<th>Overtime Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Daily</td>
</tr>
<tr>
<td>Group 1</td>
<td>31.35</td>
<td>6.54</td>
<td>8.64</td>
<td>2.48</td>
<td>0.34</td>
<td>0.13</td>
<td>8</td>
<td>49.48</td>
<td>65.155</td>
</tr>
<tr>
<td>Group 2</td>
<td>29.85</td>
<td>6.54</td>
<td>8.64</td>
<td>2.48</td>
<td>0.34</td>
<td>0.13</td>
<td>8</td>
<td>47.98</td>
<td>62.905</td>
</tr>
<tr>
<td>Group 3</td>
<td>28.10</td>
<td>6.54</td>
<td>8.64</td>
<td>2.48</td>
<td>0.34</td>
<td>0.13</td>
<td>8</td>
<td>46.23</td>
<td>60.28</td>
</tr>
<tr>
<td>Group 4</td>
<td>26.00</td>
<td>6.54</td>
<td>8.64</td>
<td>2.48</td>
<td>0.34</td>
<td>0.13</td>
<td>8</td>
<td>44.13</td>
<td>57.13</td>
</tr>
</tbody>
</table>

# Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet at http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at http://www.dir.ca.gov/das/das.html.

a Includes an amount for the Annuity Trust Fund.
b Includes an amount for Supplemental Dues
c Saturdays 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 Includes an amount for Retiree Health & Welfare
e The rates of the Laborer classifications for the craft of Traffic Control/Lane Closure (Laborer) do not apply to traffic control work associated with parking and highway improvement projects in San Joaquin, Tuolumne, and Yolo Counties. For traffic control work associated with parking and highway improvement projects in these three counties, the minimum rate of pay is that of the Painter classifications for the craft of Parking and Highway Improvement Painter (Painter).

### STRIPER AND RELATED CLASSIFICATIONS:

<table>
<thead>
<tr>
<th>Group 1</th>
<th>Group 2</th>
<th>Group 3</th>
<th>Group 4</th>
</tr>
</thead>
<tbody>
<tr>
<td>Traffic Striping Applicator</td>
<td>Traffic Delineating Device Applicator</td>
<td>Traffic Surface Abrasive Blaster</td>
<td>Parking Lots, Game Courts &amp; Playground</td>
</tr>
<tr>
<td></td>
<td>Traffic Protective System Installer</td>
<td>Pot Tender</td>
<td>Striping Applicator</td>
</tr>
<tr>
<td></td>
<td>Pavement Markings Applicator</td>
<td>Decorative Asphalt Surfacing Applicator</td>
<td>Decorative Asphalt Surfacing Laborer</td>
</tr>
</tbody>
</table>

### RECOGNIZED HOLIDAYS:

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

### 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 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: TRAFFIC CONTROL/LANE CLOSURE (LABORER) #**

**AND**

**# PARKING AND HIGHWAY IMPROVEMENT PAINTER (LABORER)**

**DETERMINATION:** NC-23-102-13-2013-3

**ISSUE DATE:** August 22, 2013

**EXPIRATION DATE OF DETERMINATION:** June 29, 2014** 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.

<table>
<thead>
<tr>
<th>Classification (Journeyperson)</th>
<th>Basic Hourly Rate</th>
<th>Health and Welfare</th>
<th>Pension a</th>
<th>Vacation and Holiday b</th>
<th>Training</th>
<th>Other Payments</th>
<th>Straight-Time Hours</th>
<th>Total Daily Overtime Hourly Rate</th>
<th>Overtime Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>TRAFFIC CONTROL AND RELATED CLASSIFICATIONS</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>AREA 1</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Traffic Control Person I</td>
<td>27.94</td>
<td>6.64</td>
<td>9.47</td>
<td>2.63</td>
<td>0.39</td>
<td>0.15</td>
<td>8</td>
<td>47.22</td>
<td>61.19</td>
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<tr>
<td>Traffic Control Person II</td>
<td>25.44</td>
<td>6.64</td>
<td>9.47</td>
<td>2.63</td>
<td>0.39</td>
<td>0.15</td>
<td>8</td>
<td>44.72</td>
<td>57.44</td>
</tr>
<tr>
<td>Flag Person</td>
<td>27.64</td>
<td>6.64</td>
<td>9.47</td>
<td>2.63</td>
<td>0.39</td>
<td>0.15</td>
<td>8</td>
<td>46.92</td>
<td>60.74</td>
</tr>
<tr>
<td><strong>AREA 2</strong></td>
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<td></td>
<td></td>
<td></td>
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<td></td>
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<tr>
<td>Traffic Control Person I</td>
<td>26.94</td>
<td>6.64</td>
<td>9.47</td>
<td>2.63</td>
<td>0.39</td>
<td>0.15</td>
<td>8</td>
<td>46.22</td>
<td>59.69</td>
</tr>
<tr>
<td>Traffic Control Person II</td>
<td>24.44</td>
<td>6.64</td>
<td>9.47</td>
<td>2.63</td>
<td>0.39</td>
<td>0.15</td>
<td>8</td>
<td>43.72</td>
<td>55.94</td>
</tr>
<tr>
<td>Flag Person</td>
<td>26.64</td>
<td>6.64</td>
<td>9.47</td>
<td>2.63</td>
<td>0.39</td>
<td>0.15</td>
<td>8</td>
<td>45.92</td>
<td>59.24</td>
</tr>
</tbody>
</table>

**DETERMINATION:** NC-23-102-13-2014-1A

**ISSUE DATE:** February 22, 2014

**EXPIRATION DATE OF DETERMINATION:** June 29, 2014** 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.

<table>
<thead>
<tr>
<th>Classification (Trainee)</th>
<th>Basic Hourly Rate</th>
<th>Health and Welfare</th>
<th>Pension a</th>
<th>Vacation and Holiday b</th>
<th>Training</th>
<th>Other Payments</th>
<th>Straight-Time Hours</th>
<th>Total Daily Overtime Hourly Rate</th>
<th>Overtime Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Traffic Control Trainee</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Stage 1 (2000 hours only)</td>
<td>17.32</td>
<td>6.64</td>
<td>9.47</td>
<td>2.63</td>
<td>0.39</td>
<td>0.15</td>
<td>8</td>
<td>36.60</td>
<td>45.26</td>
</tr>
</tbody>
</table>

Footnotes listed on page 44A.
**DETERMINATION:** NC-23-102-13-2013-3B  
**ISSUE DATE:** August 22, 2013  
**EXPIRATION DATE OF DETERMINATION:** September 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.*


<table>
<thead>
<tr>
<th>Classification (Journeyperson)</th>
<th>Basic Hourly Rate</th>
<th>Health and Welfare</th>
<th>Pension a</th>
<th>Vacation and Holiday b</th>
<th>Training</th>
<th>Other Payments</th>
<th>Straight-Time Hours</th>
<th>Total Daily Hourly Rate</th>
<th>Overtime Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Striper and Related Classifications</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Striper</td>
<td>29.44</td>
<td>6.54</td>
<td>7.55</td>
<td>2.48</td>
<td>0.34</td>
<td>0.13</td>
<td>8</td>
<td>46.48</td>
<td>61.20</td>
</tr>
<tr>
<td>Traffic Delineiting Device Application (Traffic Delineating Device Applicator, Pavement Markings Applicator, Traffic Protective System Installer, Traffic Surface Abrasive Blaster)</td>
<td>28.00</td>
<td>6.54</td>
<td>7.55</td>
<td>2.48</td>
<td>0.34</td>
<td>0.13</td>
<td>8</td>
<td>45.04</td>
<td>59.04</td>
</tr>
<tr>
<td>Parking Lots, Game Courts, &amp; Playgrounds Striper</td>
<td>24.23</td>
<td>6.54</td>
<td>7.55</td>
<td>2.48</td>
<td>0.34</td>
<td>0.13</td>
<td>8</td>
<td>41.27</td>
<td>53.385</td>
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<tr>
<td>Striper Trainee Stage 1 (1st 2,000 hrs)</td>
<td>16.57</td>
<td>6.54</td>
<td>7.55</td>
<td>2.48</td>
<td>0.34</td>
<td>0.13</td>
<td>8</td>
<td>33.61</td>
<td>41.895</td>
</tr>
<tr>
<td>Stage 2 (2nd 2,000 hrs)</td>
<td>17.57</td>
<td>6.54</td>
<td>7.55</td>
<td>2.48</td>
<td>0.34</td>
<td>0.13</td>
<td>8</td>
<td>34.61</td>
<td>43.395</td>
</tr>
<tr>
<td>Stage 3 (3rd 2,000 hrs)</td>
<td>18.57</td>
<td>6.54</td>
<td>7.55</td>
<td>2.48</td>
<td>0.34</td>
<td>0.13</td>
<td>8</td>
<td>35.61</td>
<td>44.895</td>
</tr>
</tbody>
</table>

# Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet at [http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp](http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp). To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at [http://www.dir.ca.gov/das/das.html](http://www.dir.ca.gov/das/das.html).

- Includes an amount for the Annuity Trust Fund.
- Includes an amount for Supplemental Dues.
- 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.
- An individual employer may employ one (1) Traffic Control Trainee for every one (1) journeyman Traffic Control Person I.
- Includes an amount for Retiree Health & Welfare.
- The rates of the Laborer classifications for the craft of Traffic Control/Lane Closure (Laborer) do not apply to traffic control work associated with parking and highway improvement projects in San Joaquin, Tuolumne, and Yolo Counties. For traffic control work associated with parking and highway improvement projects in these three counties, the minimum rate of pay is that of the Painter classifications for the craft of Parking and Highway Improvement Painter (Painter).

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

**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](http://www.dir.ca.gov/OPRL/PWD). Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

State Wage Rates - 27
**CRAFT: LIGHT FIXTURE MAINTENANCE**

**Determination:** NC-61-X-6-2014-1  
**Issue Date:** February 22, 2014  
**Expiration Date of Determination:** June 30, 2015* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director – Research Unit at (415) 703-4774 for the new rates after ten days after the expiration date if no subsequent determination is issued.

**Locality:** All localities within 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.

<table>
<thead>
<tr>
<th>Classification (Journeyperson)</th>
<th>Basic Hourly Rate</th>
<th>Health and Welfare</th>
<th>Pension and Vacation</th>
<th>Training Hours</th>
<th>Total Straight-Time Hourly Rate</th>
<th>6th &amp; 7th Holiday Workday</th>
<th>6th &amp; 7th Holiday Workday</th>
<th>6th &amp; 7th Holiday Workday</th>
<th>6th &amp; 7th Holiday Workday</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fixture Washer: Start</td>
<td>$18.58</td>
<td>$9.25</td>
<td>$.56</td>
<td>.64</td>
<td>8 $29.03</td>
<td>$38.600</td>
<td>$38.600</td>
<td>$38.600</td>
<td>$38.600</td>
</tr>
<tr>
<td>3 – 6 Months</td>
<td>20.45</td>
<td>9.25</td>
<td>.61</td>
<td>.71</td>
<td>8 31.02</td>
<td>41.550</td>
<td>41.550</td>
<td>41.550</td>
<td>41.550</td>
</tr>
<tr>
<td>6 Months or More</td>
<td>21.66</td>
<td>9.25</td>
<td>.65</td>
<td>.75</td>
<td>8 32.31</td>
<td>43.465</td>
<td>43.465</td>
<td>43.465</td>
<td>43.465</td>
</tr>
<tr>
<td>Serviceman</td>
<td>0 – 12 Months</td>
<td>23.79</td>
<td>.71</td>
<td>.82</td>
<td>8 34.57</td>
<td>46.820</td>
<td>46.820</td>
<td>46.820</td>
<td>46.820</td>
</tr>
<tr>
<td>12 Months or More</td>
<td>25.19</td>
<td>9.25</td>
<td>.76</td>
<td>.87</td>
<td>8 36.07</td>
<td>49.045</td>
<td>49.045</td>
<td>49.045</td>
<td>49.045</td>
</tr>
</tbody>
</table>

*a 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 [http://www.dir.ca.gov/OPRL/PWD](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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### Employer Payments

<table>
<thead>
<tr>
<th>Classification</th>
<th>Basic Hourly Rate</th>
<th>Health and Welfare</th>
<th>Pension</th>
<th>Vacation and Training</th>
<th>Other Payments</th>
<th>Hours</th>
<th>Total Straight-Time Daily Rate</th>
<th>Saturday</th>
<th>Sunday and Holiday Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Group 1</td>
<td>$40.87</td>
<td>$12.63</td>
<td>$9.52</td>
<td>$3.72</td>
<td>$0.62</td>
<td>8</td>
<td>$68.03</td>
<td>$88.47</td>
<td>$88.47</td>
</tr>
<tr>
<td>Truck Crane Assistant to Engineer</td>
<td>$33.55</td>
<td>$12.63</td>
<td>$9.52</td>
<td>$3.72</td>
<td>$0.62</td>
<td>8</td>
<td>$60.71</td>
<td>$77.49</td>
<td>$77.49</td>
</tr>
<tr>
<td>Assistant to Engineer</td>
<td>$31.32</td>
<td>$12.63</td>
<td>$9.52</td>
<td>$3.72</td>
<td>$0.62</td>
<td>8</td>
<td>$58.48</td>
<td>$74.14</td>
<td>$74.14</td>
</tr>
<tr>
<td>Group 2</td>
<td>$39.10</td>
<td>$12.63</td>
<td>$9.52</td>
<td>$3.72</td>
<td>$0.62</td>
<td>8</td>
<td>$66.26</td>
<td>$85.81</td>
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<tr>
<td>Truck Crane Assistant to Engineer</td>
<td>$33.33</td>
<td>$12.63</td>
<td>$9.52</td>
<td>$3.72</td>
<td>$0.62</td>
<td>8</td>
<td>$60.49</td>
<td>$77.16</td>
<td>$77.16</td>
</tr>
<tr>
<td>Assistant to Engineer</td>
<td>$31.05</td>
<td>$12.63</td>
<td>$9.52</td>
<td>$3.72</td>
<td>$0.62</td>
<td>8</td>
<td>$58.21</td>
<td>$73.74</td>
<td>$73.74</td>
</tr>
<tr>
<td>Group 3</td>
<td>$37.62</td>
<td>$12.63</td>
<td>$9.52</td>
<td>$3.72</td>
<td>$0.62</td>
<td>8</td>
<td>$64.78</td>
<td>$83.59</td>
<td>$83.59</td>
</tr>
<tr>
<td>Truck Crane Assistant to Engineer</td>
<td>$33.06</td>
<td>$12.63</td>
<td>$9.52</td>
<td>$3.72</td>
<td>$0.62</td>
<td>8</td>
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<tr>
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<td>$0.62</td>
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<td>$57.99</td>
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<td>8</td>
<td>$61.46</td>
<td>$78.61</td>
<td>$78.61</td>
</tr>
</tbody>
</table>

# Indicates an apprenticeable craft. The current apprentice wage rates are available online at [http://www.dir.ca.gov/OPRL/PWApp/Wage](http://www.dir.ca.gov/OPRL/PWApp/Wage). To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards’ website at [http://www.dir.ca.gov/das/das.html](http://www.dir.ca.gov/das/das.html).

a Saturday in the same work week may be worked at straight-time rates if a job is shut down during the normal work week due to inclement weather.

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

c For Building Construction, see page 40B

d Includes an amount for supplemental dues.

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.

### GROUP 1
- Cranes over 100 tons
- Derrick over 100 tons
- Self Propelled Boom Type Lifting Device over 100 tons

### GROUP 2
- Cranes over 45 tons up to and including 100 tons
- Derrick, 100 tons and under
- Self Propelled Boom Type Lifting Device, over 45 tons
- Tower Crane

### GROUP 3
- Cranes, 45 tons and under
- Self Propelled Boom Type Lifting Device, 45 tons and under

### GROUP 4
- Chicago Boom
- Forklift, 10 tons and over
- Heavy Duty Repairman/Welder

### GROUP 5
- Boom Cat

**NOTE:** For Special Single and Second Shift rates, please see page 45A.

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

<table>
<thead>
<tr>
<th>Classification (Journeyperson)</th>
<th>Basic Hourly Rate</th>
<th>Health and Welfare</th>
<th>Pension</th>
<th>Vacation and Training</th>
<th>Other Payments</th>
<th>Hours</th>
<th>Total Hourly Rate</th>
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<tbody>
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<td>$45.42</td>
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<td>$3.72</td>
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<td>$3.72</td>
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</tbody>
</table>

**Note:**
- 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.

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#### 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](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](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.
CRAFT:  LIGHT FIXTURE MAINTENANCE

**Determination:** NC-61-X-6-2014-1  
**Issue Date:** February 22, 2014  
**Expiration Date of Determination:** June 30, 2015* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director – Research Unit at (415) 703-4774 for the new rates after ten days after the expiration date if no subsequent determination is issued.

**Locality:** All localities within 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.

<table>
<thead>
<tr>
<th>Classification (Journeyperson)</th>
<th>Basic Hourly Rate</th>
<th>Health and Welfare</th>
<th>Pensiona</th>
<th>Vacation and Holiday</th>
<th>Training Hours</th>
<th>Total Hourly Rate</th>
<th>Daily Workday 1 1/2X</th>
<th>6th &amp; 7th Workday 1 1/2X</th>
<th>Holiday 2X</th>
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<td>8</td>
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<td>6 Months or More</td>
<td>21.66</td>
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<td>0.65</td>
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<td>--</td>
<td>8</td>
<td>32.31</td>
<td>43.465</td>
<td>54.620</td>
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</tbody>
</table>

| Serviceman                     |                   |                    |          |                      |                |                    |                        |                        |           |
| 0 – 12 Months                  | 23.79             | 9.25               | 0.71     | 0.82                 | --             | 8                  | 34.57                  | 46.820                 | 59.070    |
| 12 Months or More              | 25.19             | 9.25               | 0.76     | 0.87                 | --             | 8                  | 36.07                  | 49.045                 | 62.020    |

*a 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 [http://www.dir.ca.gov/OPRL/PWD](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](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.
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: #PILE DRIVER (OPERATING ENGINEER-HEAVY AND HIGHWAY WORK)

DETERMINATION: NC-23-63-1-2013-2B
ISSUE DATE: August 22, 2013
EXPIRATION DATE OF DETERMINATION: June 29, 2014**


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.

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.

# Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet at http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp.

To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at http://www.dir.ca.gov/das/das.html.

** A rate applies to the first 2 daily overtime hours only. All other time is paid at the double time rate.

# Includes an amount for supplemental dues.

c 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.

GROUP 1
Clamshells Over 7 Cu Yds
Derrick Barge Pedestal Mounted Over 100 Tons
Self Propelled Boom Type Lifting Device Over 100 Tons
Truck Crane Or Crawler, Land Or Barge Mounted Over 100 Tons

GROUP 2
Clamshells Up To And Including 7 Cu Yds
Derrick Barge Pedestal Mounted 45 Tons Up To And Including 100 Tons
Fundex F-12 Hydraulic Pile Rig
Self Propelled Boom Type Lifting Device Over 45 Tons
Truck Crane Or Crawler, Land Or Barge Mounted, Over 45 Tons
Up To And Including 100 Tons

GROUP 3
Derrick Barge Pedestal Mounted Under 45 Tons
Self Propelled Boom Type Lifting Device 45 Tons And Under
Shid/Scow Piledriver, Any Tonnage
Truck Crane Or Crawler, Land Or Barge Mounted 45 Tons And Under

GROUP 4
Assistant Operator
Forklift, 10 Tons And Over
Heavy Duty Repairman/Welder

GROUP 5
Deck Engineer

GROUP 6
Assistant Operator
Forklift, 10 Tons And Over
Heavy Duty Repairman/Welder

GROUP 7
Deckhand
Fireman
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: #PILE DRIVER (OPERATING ENGINEER-HEAVY AND HIGHWAY WORK)
(SPECIAL SINGLE AND SECOND SHIFT)

DETERMINATION: NC-23-63-1-2013-2B
ISSUE DATE: August 22, 2013
EXPIRATION DATE OF DETERMINATION: June 29, 2014** 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.


To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at http://www.dir.ca.gov/das/das.html.

# Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet at http://www.dir.ca.gov/OPRL/PWApp/Wage/PWAppWageStart.asp.

** Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet at http://www.dir.ca.gov/OPRL/PWApp/Wage/PWAppWageStart.asp.

EXPIRATION DATE OF DETERMINATION:
ISSUE DATE:
August 22, 2013
June 29, 2014** 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.

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.

State Wage Rates - 33
**DETERMINATION:** NC-23-63-1-2013-2B1  
**ISSUE DATE:** August 22, 2013  
**LOCALITY:** All localities within Alpine, Amador, Butte, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Joaquin, Santa Cruz, Shasta, Sierra, Siskiyou, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba counties.

### Employer Payments

<table>
<thead>
<tr>
<th>Classification² (Journeyperson)</th>
<th>Basic Hourly Rate</th>
<th>Health and Welfare</th>
<th>Pension</th>
<th>Vacation and Holiday²</th>
<th>Training</th>
<th>Other Payments</th>
<th>Hours³</th>
<th>Total Hourly Rate</th>
<th>Daily</th>
<th>Saturday²</th>
<th>Sunday and Holiday²</th>
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<tr>
<td>Truck Crane Assistant to Engineer</td>
<td>$38.76</td>
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</tr>
<tr>
<td>Truck Crane Assistant to Engineer</td>
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**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/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.

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*Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet at http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards’ website at http://www.dir.ca.gov/das/das.html.*

*a* Saturday in the same work week may be worked at straight-time rates if a job is shut down during the normal work week due to inclement weather.

*b* For classifications within each group, see page 47.

*c* Includes an amount for supplemental dues.

*d* When three shifts are employed for five (5) or more consecutive days, seven and one-half (7 1/2) consecutive hours (exclusive of meal period), shall constitute a day of work, for which eight (8) times the straight time hourly rate shall be paid at the non-shift wage rate for the second shift. The third shift shall be seven (7) hours of work for eight (8) hours of pay at the non-shift wage rate.
### General Prevailing Wage Determination

**Determination:** NC-23-63-1-2013-2B1  
**Issue Date:** August 22, 2013  
**Expiration Date of Determination:** June 29, 2014

**Locality:** All localities within Alpine, Amador, Butte, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Joaquin, Santa Cruz, Shasta, Sierra, Siskiyou, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba counties.

#### Employer Payments

<table>
<thead>
<tr>
<th>Classification (Journeyman)</th>
<th>Basic Hourly Rate</th>
<th>Health and Welfare</th>
<th>Pension</th>
<th>Vacation and Training</th>
<th>Other Payments</th>
<th>Hours</th>
<th>Total Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$43.05</td>
<td>$12.63</td>
<td>$9.52</td>
<td>$3.72</td>
<td>$0.67</td>
<td>8</td>
<td>$70.21</td>
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<tr>
<td>Truck Crane Assistant to Engineer</td>
<td>$35.57</td>
<td>$12.63</td>
<td>$9.52</td>
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<td>$0.67</td>
<td>8</td>
<td>$62.73</td>
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<tr>
<td></td>
<td>$33.13</td>
<td>$12.63</td>
<td>$9.52</td>
<td>$3.72</td>
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<td>8</td>
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<tr>
<td>Group 1</td>
<td>$41.11</td>
<td>$12.63</td>
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<td>$68.27</td>
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<td>Truck Crane Assistant to Engineer</td>
<td>$35.32</td>
<td>$12.63</td>
<td>$9.52</td>
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<td>$0.67</td>
<td>8</td>
<td>$62.48</td>
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<tr>
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<td>$32.85</td>
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<td>$60.01</td>
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<tr>
<td>Group 2</td>
<td>$39.32</td>
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<td>$9.52</td>
<td>$3.72</td>
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<td>8</td>
<td>$66.48</td>
</tr>
<tr>
<td>Truck Crane Assistant to Engineer</td>
<td>$35.01</td>
<td>$12.63</td>
<td>$9.52</td>
<td>$3.72</td>
<td>$0.67</td>
<td>8</td>
<td>$62.17</td>
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<tr>
<td></td>
<td>$32.58</td>
<td>$12.63</td>
<td>$9.52</td>
<td>$3.72</td>
<td>$0.67</td>
<td>8</td>
<td>$59.74</td>
</tr>
<tr>
<td>Group 3</td>
<td>$37.39</td>
<td>$12.63</td>
<td>$9.52</td>
<td>$3.72</td>
<td>$0.67</td>
<td>8</td>
<td>$64.55</td>
</tr>
<tr>
<td>Truck Crane Assistant to Engineer</td>
<td>$34.58</td>
<td>$12.63</td>
<td>$9.52</td>
<td>$3.72</td>
<td>$0.67</td>
<td>8</td>
<td>$61.74</td>
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<tr>
<td></td>
<td>$32.19</td>
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<td>$9.52</td>
<td>$3.72</td>
<td>$0.67</td>
<td>8</td>
<td>$59.35</td>
</tr>
</tbody>
</table>

**Explanation:**  
- **a**: Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet at [http://www.dir.ca.gov/OPRL/PWApp/Wage/PWAppWageStart.asp](http://www.dir.ca.gov/OPRL/PWApp/Wage/PWAppWageStart.asp). To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at [http://www.dir.ca.gov/das/das.html](http://www.dir.ca.gov/das/das.html).
- **b**: 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.
- **c**: Includes an amount for supplemental dues.

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**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](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.
IMPORTANT NOTICES TO AWARDING BODIES AND ALL INTERESTED PARTIES
REGARDING CHANGES TO THE DIRECTOR’S GENERAL PREVAILING WAGE DETERMINATIONS
INTERIM DETERMINATION FOR THE CRAFT: #LABORER AND RELATED CLASSIFICATIONS

DETERMINATION: NC-23-102-1-2014-2
ISSUE DATE: April 1, 2014
EXPIRATION DATE OF DETERMINATION: JUNE 29, 2014** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be
incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.
LOCALITY: ALL LOCALITIES WITHIN ALAMEDA, ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, CONTRA COSTA, DEL NORTE, EL DORADO, FRESNO, GLENN, HUMBOLDT, KINGS, LAKE,
LASSEN, MADERA, MARIPOSA, MARIN, MENDOCINO, MERCED, MODOC, MONTEREY, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN
MATEO, SANTA CLARA, SANTA CRUZ, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA, STANISLAUS, SUTTER, TEHAMA, TRINITY, TULARE, TUOLUMNE, YOLO, AND YUBA COUNTIES.
APPLIES ONLY TO PROJECTS ADVERTISED FOR BIDS ON/AFTER APRIL 11, 2014
a

Classification
(Journeyperson)
AREA 1 c
Construction Specialist
e
Group 1; Group 1(B)
Group 1 (A)
Group 1 (C)
Group 1 (E)
Group 1 (F-1)
Group 1 (F-2)
Group 1 (G)
Group 2
Group 3; Group 3(A)
Group 4; Group 6(B)
Group 6
Group 6 (A)
Group 6 (C)
Group 7 – Stage 1 (1st 6 months)
Stage 2 (2nd 6 months)
Stage 3 (3rd 6 months)
AREA 2 c
Construction Specialist
e
Group 1; Group 1(B)
Group 1 (A)
Group 1 (C)
Group 1 (E)
Group 1 (F-1)
Group 1 (F-2)
Group 2
Group 3; Group 3(A)
Group 4; Group 6(B)
Group 6
Group 6 (A)
Group 6 (C)
Group 7 – Stage 1 (1st 6 months)
Stage 2 (2nd 6 months)
Stage 3 (3rd 6 months)

Basic
Hourly
g
Rate

Health
and
Welfare

Employer Payments
Pension
Vacation
Training
and
Holiday

1 1/2X

1 1/2X

28.59
27.89
28.11
27.94
28.44
28.47
27.49
28.09
27.74
27.64
21.33
28.85
28.35
27.76
19.35
22.11
24.88

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47.22
47.72
47.75
46.77
47.37
47.02
46.92
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48.13
47.63
47.04
38.63
41.39
44.16

62.165
61.115
61.445
61.19
61.94
61.985
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61.415
60.89
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61.985
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75.06
75.50
75.16
76.16
76.22
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75.46
74.76
74.56
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61.94
76.98
75.98
74.80
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63.50
69.04

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45.77
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45.92
39.61
47.13
46.63
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38.05
40.67
43.35

60.665
59.615
59.945
59.69
60.44
60.485
59.015
59.39
59.24
d
49.775
61.055
60.305
59.42
47.435
51.365
55.385

60.665
59.615
59.945
59.69
60.44
60.485
59.015
59.39
59.24
d
49.775
61.055
60.305
59.42
47.435
51.365
55.385

74.46
73.06
73.50
73.16
74.16
74.22
72.26
72.76
72.56
d
59.94
74.98
73.98
72.80
56.82
62.06
67.42

__________________________________

Other
Payments

Straight-Time
f
Hours
Total
Hourly
Rate

PLEASE GO TO PAGE 50 FOR CLASSIFICATIONS WITHIN EACH GROUP

Overtime Hourly Rate
b
Daily
Saturday

Sunday/
Holiday
2X

# INDICATES AN APPRENTICEABLE CRAFT. THE CURRENT APPRENTICE WAGE RATES ARE AVAILABLE ON THE INTERNET AT HTTP://WWW.DIR.CA.GOV/OPRL/PWAPPWAGE/PWAPPWAGESTART.ASP. TO
OBTAIN ANY APPRENTICE WAGE RATES AS OF JULY 1, 2008 AND PRIOR TO SEPTEMBER 27, 2012, PLEASE CONTACT THE DIVISION OF APPRENTICESHIP STANDARDS OR REFER TO THE DIVISION OF
APPRENTICESHIP STANDARDS' WEBSITE AT HTTP://WWW.DIR.CA.GOV/DAS/DAS.HTML.
a GROUP 1(D) - MAINTENANCE OR REPAIR TRACKMEN AND ROAD BEDS AND ALL EMPLOYEES PERFORMING WORK COVERED BY THIS CLASSIFICATION SHALL RECEIVE $0.25 PER
PER HOUR ABOVE THEIR REGULAR RATE FOR ALL WORK PERFORMED ON UNDERGROUND STRUCTURES NOT SPECIFICALLY COVERED HEREIN. THIS SHALL NOT
APPLY TO WORK BELOW GROUND LEVEL IN OPEN CUT. THIS SHALL APPLY TO CUT AND COVER WORK OF SUBWAY CONSTRUCTION AFTER TEMPORARY COVER HAS
BEEN PLACED.
GROUP 1(H) - ALL LABORERS WORKING OFF OR WITH OR FROM BOS’N CHAIRS, SWINGING SCAFFOLDS, BELTS RECEIVE $0.25 PER HOUR ABOVE THEIR APPLICABLE WAGE RATE.
THIS SHALL NOT APPLY TO LABORERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH IN GROUP 1(A).
b SATURDAYS IN THE SAME WORK WEEK MAY BE WORKED AT STRAIGHT-TIME IF JOB IS SHUT DOWN DURING THE NORMAL WORK WEEK DUE TO INCLEMENT WEATHER,
MAJOR MECHANICAL BREAKDOWN OR LACK OF MATERIALS BEYOND THE CONTROL OF THE EMPLOYER.
c AREA 1 - ALAMEDA, CONTRA COSTA, MARIN, SAN FRANCISCO, SAN MATEO, AND SANTA CLARA COUNTIES.
AREA 2 - ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, DEL NORTE, EL DORADO, FRESNO, GLENN, HUMBOLDT, KINGS, LAKE, LASSEN, MADERA, MARIPOSA, MENDOCINO,
MERCED, MODOC, MONTEREY, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA,
STANISLAUS, SUTTER, TEHAMA, TRINITY, TULARE, TUOLUMNE, YOLO AND YUBA COUNTIES.
d SERVICE LANDSCAPE LABORER ON NEW CONSTRUCTION MAY WORK ANY FIVE (5) DAYS WITHIN A WEEK.
e GROUP 1(B) RECEIVES AN ADDITIONAL AMOUNT EACH DAY. SEE PAGE 50 FOR DETAILS.
f WHEN THREE SHIFTS ARE EMPLOYED FOR FIVE (5) OR MORE CONSECUTIVE DAYS, SEVEN AND ONE-HALF (7 ½) CONSECUTIVE HOURS (EXCLUSIVE OF MEAL PERIOD), SHALL
CONSTITUTE A DAY OF WORK, FOR WHICH EIGHT (8) TIMES THE STRAIGHT TIME HOURLY RATE SHALL BE PAID AT THE NON-SHIFT WAGE RATE FOR THE SECOND SHIFT. THE THIRD
SHIFT SHALL BE SEVEN (7) HOURS OF WORK FOR EIGHT (8) HOURS PAY AT THE NON-SHIFT WAGE RATE.
g ZONE PAY AT THREE DOLLARS ($3.00) PER HOUR, FACTORED AT THE APPLICABLE OVERTIME MULTIPLE, WILL BE ADDED TO THE BASE RATE FOR WORK PERFORMED OUTSIDE THE FREE ZONE
DESCRIBED BY THE BOUNDARIES ALONG TOWNSHIP AND RANGE LINES. PLEASE SEE TRAVEL AND SUBSISTENCE PROVISION FOR MAP DESCRIPTION AND EXCEPTIONS.
RECOGNIZED HOLIDAYS: HOLIDAYS UPON WHICH THE GENERAL PREVAILING HOURLY WAGE RATE FOR HOLIDAY WORK SHALL BE PAID, SHALL BE ALL HOLIDAYS IN THE COLLECTIVE BARGAINING
AGREEMENT, APPLICABLE TO THE PARTICULAR CRAFT, CLASSIFICATION, OR TYPE OF WORKER EMPLOYED ON THE PROJECT, WHICH IS ON FILE WITH THE DIRECTOR OF INDUSTRIAL RELATIONS. IF
THE PREVAILING RATE IS NOT BASED ON A COLLECTIVELY BARGAINED RATE, THE HOLIDAYS UPON WHICH THE PREVAILING RATE SHALL BE PAID SHALL BE AS PROVIDED IN SECTION 6700 OF THE
GOVERNMENT CODE. YOU MAY OBTAIN THE HOLIDAY PROVISIONS FOR THE CURRENT DETERMINATIONS ON THE INTERNET AT HTTP://WWW.DIR.CA.GOV/OPRL/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
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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.

State Wage Rates - 36


<table>
<thead>
<tr>
<th>Classification</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>PRECAST-MANHOLE SETTERS</td>
<td></td>
</tr>
<tr>
<td>WAGON DRILLERS</td>
<td></td>
</tr>
<tr>
<td>JACK LEG DRILLERS</td>
<td></td>
</tr>
<tr>
<td>DIAMOND DRILLER</td>
<td></td>
</tr>
<tr>
<td>MULTIPLE UNIT DRILLS</td>
<td>High scalers (including drilling of same)</td>
</tr>
<tr>
<td>HYDRAULIC DRILLS</td>
<td>Certified welder</td>
</tr>
<tr>
<td><strong>GROUP 1</strong> (FOR CONTRA COSTA COUNTY ONLY)</td>
<td>Use GROUP 1 (G) for some of the following classifications</td>
</tr>
<tr>
<td>ASPHALT SPREADER BOXES (ALL TYPES)</td>
<td></td>
</tr>
<tr>
<td>BARRIO, WACKER AND SIMILAR TYPE TAMPER</td>
<td></td>
</tr>
<tr>
<td>BULLGDOMO</td>
<td></td>
</tr>
<tr>
<td>CAULKERS, BANDERS, PIPEWRAPPERS, CONDUIT LAYERS, PLASTIC PIPE LAYERS</td>
<td></td>
</tr>
<tr>
<td>CERTIFIED ASBESTOS AND MOLD REMOVAL WORKER</td>
<td></td>
</tr>
<tr>
<td>CERTIFIED HAZARDOUS WASTE WORKER</td>
<td>(including lead abatement)</td>
</tr>
<tr>
<td>COMPACTORS</td>
<td>All types</td>
</tr>
<tr>
<td>CONCRETE AND MAGNESITE MIXER AND ½ YARD</td>
<td></td>
</tr>
<tr>
<td>CONCRETE PANS</td>
<td></td>
</tr>
<tr>
<td>CONCRETE SANDERS, CONCRETE SAW</td>
<td></td>
</tr>
<tr>
<td>CRIBBERS AND/OR SHORING</td>
<td></td>
</tr>
<tr>
<td>CUT GRANITE CURB SITTER</td>
<td></td>
</tr>
<tr>
<td>DRI-PAK IT MACHINE</td>
<td></td>
</tr>
<tr>
<td>FALLER, LOG-OADER AND BUCKER</td>
<td></td>
</tr>
<tr>
<td>FORM RAISERS, SLIP FORMS</td>
<td></td>
</tr>
<tr>
<td>GREEN CUTTERS</td>
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</tr>
<tr>
<td>HEADERBOARD MEN, HUSBITTERS, ALIGNERS BY ANY METHOD</td>
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</tr>
<tr>
<td>HIGH PRESSURE BLOW PIPE (1-1/2&quot; OR OVER, 100 LBS. PRESSURE OVER)</td>
<td></td>
</tr>
<tr>
<td>HYDRO SEEDER</td>
<td></td>
</tr>
<tr>
<td>JACKHAMMER OPERATORS</td>
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<tr>
<td>JACKING OF PIPE OVER 12 INCHES</td>
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</tr>
<tr>
<td>JACKHAMMER AND SIMILAR TYPE COMPACTORS</td>
<td></td>
</tr>
<tr>
<td>KETTLEMAN</td>
<td></td>
</tr>
<tr>
<td>POTMEN</td>
<td></td>
</tr>
<tr>
<td>MEN APPLYING ASPHALT, LAY-KOLD, CREOSOTE, LIME, CAUSTIC AND</td>
<td></td>
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<tr>
<td>JACKSON AND SIMILAR TYPE COMPACTORS</td>
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<tr>
<td>LAGGING</td>
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<td>SHEETING</td>
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<tr>
<td>WHALE</td>
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<tr>
<td>BROOM SWEEPERS</td>
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<tr>
<td>GARDENER-DENVER MODEL DH 143 AND SIMILAR TYPE DRILLS</td>
<td></td>
</tr>
<tr>
<td>JOY DRILL MODEL TWM-2A</td>
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</tr>
<tr>
<td>OF WHATEVER TYPE, REGARDLESS OF METHOD USED FOR LOADING AND PLACING</td>
<td></td>
</tr>
<tr>
<td>NO JOINT PIPE AND STRIPPING OF SAME, INCLUDING REPAIR OF VOIDS</td>
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</tr>
<tr>
<td>PRESSURE PIPE TESTER, NO JOINT PIPE AND STRIPPING OF SAME, INCLUDING REPAIR OF VOIDS, PRECAST</td>
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</tr>
<tr>
<td>MANHOLE SETTERS, CAST IN PLACE MANHOLE FORM SETTERS</td>
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</tr>
<tr>
<td>TOOL Room ATTENDANT (JOBSITE ONLY)</td>
<td></td>
</tr>
<tr>
<td>TEMPORARY AIR AND WATER LINES, VICTAULIC OR SIMILAR</td>
<td></td>
</tr>
<tr>
<td>STREETCAR AND RAILROAD CONSTRUCTION TRACK LABORERS</td>
<td></td>
</tr>
<tr>
<td>HIGH PRESSURE BLOW PIPE</td>
<td></td>
</tr>
<tr>
<td>(OVER 1½&quot; TO 12&quot; INCHES, 50 LBS. OVER)</td>
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</tr>
<tr>
<td>JUMPING</td>
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</tr>
<tr>
<td>LEMNERS, BRUSH LOADERS, AND PILLERS</td>
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<tr>
<td>PAVEMENT SPREADERS AND SPADERS, INCLUDING TOOL GRINDER</td>
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<tr>
<td>PERMA CURBS</td>
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<td>PRECAST-MANHOLE SETTERS</td>
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<td>STRAIGHT-WALL TUNNEL</td>
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<td>TUNNEL</td>
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<tr>
<td>TURBO BLASTER</td>
<td></td>
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<tr>
<td>VIBRA-SCREED</td>
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<tr>
<td>BURNING AND WELDING IN CONNECTION WITH LABORER'S WORK</td>
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<tr>
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<td>ALL WORK OF LOADING, PLACING AND BLASTING OF ALL POWDER &amp; EXPLOSIVES</td>
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<td>KNEE CLEANERS</td>
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<tr>
<td>TREE CLIMBERS</td>
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<tr>
<td>TRENCHELESS TECHNOLOGY LABORER</td>
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<td>ROTO DITCH WITCH</td>
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<td>SLOPER</td>
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<td>SINGLEFOOT</td>
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<tr>
<td>DEMOLITION WORKER</td>
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</tr>
<tr>
<td>DUMPMASTER</td>
<td></td>
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<td>DUMPMASTER</td>
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<td>AND HANDLING DRY CEMENT OR GYPSUM</td>
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<td>DEMOLITION</td>
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<td>NOTE</td>
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<td>RECENTLY ACTIVE SEWER MANHOLES</td>
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<td>SEWER CLEANERS</td>
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IMPORTANT NOTICES TO AWARDING BODIES AND ALL INTERESTED PARTIES

REGARDING CHANGES TO THE DIRECTOR'S GENERAL PREVAILING WAGE DETERMINATIONS

INTERIM DETERMINATION FOR THE CRAFT: #LABORER AND RELATED CLASSIFICATIONS (Special Single and Second Shift)

DETERMINATION: NC-23-102-1-2014-2A
ISSUE DATE: April 1, 2014
EXPIRATION DATE OF DETERMINATION: JUNE 29, 2014** 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 into new, or revised, contracts entered into now. Contact the Office of the Director-Research Unit for specific rates at (415) 703-3774.

LOCALITY: ALL LOCALITIES WITHIN ALAMEDA, ALPINE, AMADOR, BUTTE, CALAVERSA, COLUSA, CONTRA COSTA, DEL NORTE, EL DORADO, FREMONT, 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.

APPLIES ONLY TO PROJECTS ADVERTISED FOR BIDS ON/AFTER APRIL 11, 2014

GROUP 1 (F)

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<tr>
<th>Classification</th>
<th>Basic Hourly Rate</th>
<th>Health and Welfare</th>
<th>Pension</th>
<th>Vacation</th>
<th>Training and Holiday</th>
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<tbody>
<tr>
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GROUP 2 (F)

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<th>Pension</th>
<th>Vacation</th>
<th>Training and Holiday</th>
</tr>
</thead>
<tbody>
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<tr>
<td>Group 2 (A)</td>
<td>30.94</td>
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GROUP 3 (F)

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<th>Training and Holiday</th>
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<td>Group 1 (B)</td>
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GROUP 4 (B)

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<th>Training and Holiday</th>
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<tr>
<td>Group 1 (C)</td>
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<tr>
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<td>6.64</td>
<td>9.47</td>
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GROUP 5 (B)

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<th>Pension</th>
<th>Vacation</th>
<th>Training and Holiday</th>
</tr>
</thead>
<tbody>
<tr>
<td>Group 1 (D)</td>
<td>29.59</td>
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<tr>
<td>Group 2 (D)</td>
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<td>9.47</td>
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<td>Group 3 (D)</td>
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GROUP 6 (B)

<table>
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<tr>
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<th>Basic Hourly Rate</th>
<th>Health and Welfare</th>
<th>Pension</th>
<th>Vacation</th>
<th>Training and Holiday</th>
</tr>
</thead>
<tbody>
<tr>
<td>Group 1 (E)</td>
<td>28.98</td>
<td>6.64</td>
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<td>0.39 0.15</td>
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<td>Group 2 (E)</td>
<td>28.81</td>
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<td>28.64</td>
<td>6.64</td>
<td>9.47</td>
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GROUP 7 (B)

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<th>Pension</th>
<th>Vacation</th>
<th>Training and Holiday</th>
</tr>
</thead>
<tbody>
<tr>
<td>Group 1 (F)</td>
<td>28.27</td>
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GROUP 8 (B)

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<th>Pension</th>
<th>Vacation</th>
<th>Training and Holiday</th>
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<tbody>
<tr>
<td>Group 1 (G)</td>
<td>27.88</td>
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<td>9.47</td>
<td>2.63</td>
<td>0.39 0.15</td>
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<tr>
<td>Group 2 (G)</td>
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<td>2.63</td>
<td>0.39 0.15</td>
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</tbody>
</table>

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/OPR/PWAPPWAGE/PWAPPWAGESTART.ASP. TO OBTAIN ANY APPRENTICE WAGE RATES AS OF JULY 1, 2008 AND PRIOR TO SEPTEMBER 27, 2012, PLEASE CONTACT THE DIVISION OF APPRENTICESHIP STANDARDS OR REFER TO THE DIVISION OF APPRENTICESHIP STANDARDS’ WEBSITE AT HTTP://WWW.DIR.CA.GOV/AS/AS.HTML.

a GROUP 1 (D) - MAINTENANCE OR REPAIR TRACKMEN AND ROAD BEDS AND ALL EMPLOYEES PERFORMING WORK COVERED BY THIS CLASSIFICATION SHALL RECEIVE $0.25 PER 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.

b GROUP 1 (E) - ALL LABORERS WORKING OFF OR WITHIN 50 FEET OF RAILROAD TRACKS, BELTS RECEIVE $0.25 PER HOUR ABOVE THEIR APPROPRIATE WAGE RATE. THIS SHALL NOT APPLY TO LABORERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH IN GROUP 1 (A).

c 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.

da AREA 1 - ALAMEDA, CONTRA COSTA, MARIN, SAN FRANCISCO, SAN MATEO, AND SANTA CLARA COUNTIES.

da AREA 2 - ALPINE, AMADOR, BUTTE, CALAVERSA, COLUSA, DEL NORTE, EL DORADO, FREMONT, GLENN, HUMBOLDT, KINGS, LAKE, LASSEN, MADERA, MARIPOSA, MENDOCINO, MERCED, MODOC, MONTEREY, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SANTA CRUZ, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA, STANISLAUS, SUTTER, TEHAMA, TRINITY, TULARE, TUOLUMNE, YOLO, AND YUBA COUNTIES.

d SERVICE LANDSCAPE LABORER ON NEW CONSTRUCTION MAY WORK ANY FIVE (5) DAYS WITHIN A WEEK.

e GROUP 1 (F) RECEIVES AN ADDITIONAL AMOUNT EACH DAY. SEE PAGE 50 FOR DETAILS.

f ZONE PAY AT THREE DOLLARS ($3.00) PER HOUR, FACTORED AT THE APPLICABLE OVERTIME MULTIPLE, WILL BE ADDED TO THE BASE RATE FOR WORK PERFORMED OUTSIDE THE FREE ZONE DESCRIBED BY THE BOUNDARIES ALONG TOWNSHIP AND RANGE LINES. PLEASE SEE TRAVEL AND SUBSISTENCE PROVISIONS FOR MAP DESCRIPTION AND EXCEPTIONS.


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/OPR/PW/TRADE/HOLPRTW.D. TRAVEL AND/or SUBSISTENCE REQUIREMENTS FOR CURRENT OR SUPERSEDED DETERMINATIONS MAY BE OBTAINED BY CONTACTING THE OFFICE OF THE DIRECTOR – RESEARCH UNIT AT (415) 703-4774.

State Wage Rates - 38
GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: LABORER AND RELATED CLASSIFICATIONS

DETERMINATION: NC-23-102-1-2014-1
ISSUE DATE: February 22, 2014
EXPIRATION DATE OF DETERMINATION: JUNE 29, 2014** 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, 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, SIERRA, SISKIYOU, SOLANO, SONOMA, STANISLAUS, SUTTER, TEHAMA, TRINITY, TULARE, TUOLUMNE, YOLO, and YOBA COUNTIES.

### Employer Payments

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<th>Basic Hourly Rate</th>
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<th>Pension</th>
<th>Vacation and Holiday</th>
<th>Training and Other Payments</th>
<th>Straight-Time Hours</th>
<th>Total Hours</th>
<th>Overtime Hourly Rate</th>
<th>Overtime Hourly Rate 1/2X</th>
<th>Overtime Hourly Rate 1/2X 2X</th>
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<td>6.64</td>
<td>9.47</td>
<td>2.63</td>
<td>0.39</td>
<td>0.15</td>
<td>8</td>
<td>48.13</td>
<td>62.555</td>
<td>62.555</td>
</tr>
<tr>
<td></td>
<td>Group 6 (A)</td>
<td>28.43</td>
<td>6.64</td>
<td>9.47</td>
<td>2.63</td>
<td>0.39</td>
<td>0.15</td>
<td>8</td>
<td>47.63</td>
<td>61.805</td>
<td>61.805</td>
</tr>
<tr>
<td></td>
<td>Group 6 (C)</td>
<td>27.76</td>
<td>6.64</td>
<td>9.47</td>
<td>2.63</td>
<td>0.39</td>
<td>0.15</td>
<td>8</td>
<td>47.76</td>
<td>60.92</td>
<td>60.92</td>
</tr>
<tr>
<td></td>
<td>Group 7 Stage 1 (1-6 months)</td>
<td>19.35</td>
<td>6.64</td>
<td>9.47</td>
<td>2.63</td>
<td>0.39</td>
<td>0.15</td>
<td>8</td>
<td>38.63</td>
<td>48.305</td>
<td>48.305</td>
</tr>
<tr>
<td></td>
<td>Stage 2 (2-6 months)</td>
<td>22.11</td>
<td>6.64</td>
<td>9.47</td>
<td>2.63</td>
<td>0.39</td>
<td>0.15</td>
<td>8</td>
<td>41.39</td>
<td>52.445</td>
<td>52.445</td>
</tr>
<tr>
<td></td>
<td>Stage 3 (3-6 months)</td>
<td>24.88</td>
<td>6.64</td>
<td>9.47</td>
<td>2.63</td>
<td>0.39</td>
<td>0.15</td>
<td>8</td>
<td>44.16</td>
<td>56.60</td>
<td>56.60</td>
</tr>
</tbody>
</table>

**PLEASE GO TO PAGE 50 FOR CLASSIFICATIONS WITHIN EACH GROUP**

---


- **GROUP ID** – MAINTENANCE, REPAIR, RECONSTRUCTION OR ROAD REPAIR AND REMOVAL OF ROAD MATERIALS AND WORK COVERED BY THIS CLASSIFICATION SHALL RECEIVE 1/2X PER HOUR ABOVE THEIR REGULAR RATE FOR ALL WORK PERFORMED ON URBAN SUBURBAN AND OTHER CONTRACTS COVERED BY THIS CLASSIFICATION SHALL RECEIVE 1/2X 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 IH** – ALL LABORERS WORKING OFF OR WITH OR FROM BOON’ CHAIRS, SWINGING SCAFFOLDS, BELTS RECEIVE 0.25 PER HOUR ABOVE THEIR APPLICATION WAGE RATE. THIS SHALL NOT APPLY TO LABORERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH IN GROUP IA.

- **AREA 2** – ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, 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 JOAQUIN, SAN MATEO, SANTA CRUZ, SIERRA, SISKIYOU, SOLANO, SONOMA, STANISLAUS, SUTTER, TEHAMA, TRINITY, TULARE, TUOLUMNE, YOLO, and YOBA COUNTIES.

- **SERVICE LANDSCAPE LABORER ON NEW CONSTRUCTION MAY WORK ANY TIME BETWEEN 7 A.M. AND 6 P.M.**


CERTIFIED WELDER

HIGH SCALERS (INCLUDING DRILLING OF SAME)

DIAMOND CORE DRILLER

STATE LICENSED BLASTERS AS DESIGNATED

BIT GRINDER

BUGGYMOBILE

BARKO, WACKER AND SIMILAR TYPE TAMPER

DAVIS TRENCHER – 300 OR SIMILAR TYPE (AND ALL SMALL TRENCHERS)

PRESSURE PIPELAYERS

CAST IN PLACE MANHOLE FORM SETTERS

LASER BEAM IN CONNECTION WITH LABORER’S WORK

CHAINSAW

GROUP 1 (E)

SEE FOOTNOTE A ON PAGE 49

BURNING AND WELDING IN CONNECTION WITH LABORER’S WORK

GROUP 1 (C)

SEWER CLEANERS (ANY WORKMEN WHO HANDLE OR COME IN CONTACT WITH RAW

ASPHALT SPREADER BOXES (ALL TYPES)

GROUP 1

ASPHALT IRONERS AND RAKERS

CONSTRUCTION SPECIALIST

DETERMINATION

SHAFT IS AN EXCAVATION OVER FIFTEEN (15) FEET DEEP OF ANY TYPE
**GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS**  
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1  
FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

**CRAFT: LABORER AND RELATED CLASSIFICATIONS** (Special Single and Second Shift)

**EXPIRATION DATE OF DETERMINATION:** JUNE 29, 2014  
**ISSUE DATE:** February 22, 2014

**STATE WAGE RATES - 41**

**AT HTTP://WWW.DIR.CA.GOV/OPRL/PWD**

**EXPIRATION DATE OF DETERMINATION:** JUNE 29, 2014  
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 after the date of the determination described herein.

**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.

**EMPLLOYER PAYMENTS**

<table>
<thead>
<tr>
<th>Classification</th>
<th>Health / Welfare</th>
<th>Pension</th>
<th>Vacation</th>
<th>Training</th>
<th>Other</th>
<th>Hours</th>
<th>Total Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hourly Rate</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**HOURS**

<table>
<thead>
<tr>
<th>Hours</th>
<th>Daily</th>
<th>Saturday</th>
<th>Sunday</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>1 1/2X</td>
<td>1 1/2X</td>
<td>2X</td>
</tr>
</tbody>
</table>

**OVERTIME HOURS**

<table>
<thead>
<tr>
<th>Overtime Hourly Rate</th>
<th>1 1/2X</th>
<th>1 1/2X</th>
<th>2X</th>
</tr>
</thead>
</table>

**PLEASE GO TO PAGE 50 FOR CLASSIFICATIONS WITHIN EACH GROUP**


**GROUP 1 (D) - MAINTENANCE OR REPAIR TRACKMEN AND ROAD BEDS AND ALL EMPLOYEES PERFORMING WORK COVERED BY THIS CLASSIFICATION SHALL RECEIVE $0.25 PER HOUR ABOVE THEIR REGULAR RATE FOR ALL WORK PERFORMED ON UNDERGROUND STRUCTURES NOT SPECIFICALLY COVERED HEREIN. THIS SHALL NOT APPLY TO WORK BELOW GROUND LEVEL IN OPEN CUT. THIS SHALL APPLY TO CUT AND COVER WORK OF SUBWAY CONSTRUCTION AFTER TEMPORARY COVER HAS BEEN PLACED.**

**GROUP 1 (E) - ALL LABORERS WORKING OFF OR WITH OR FROM BOS’N CHAIRS, SWINGING SCAFFOLDS, BELTS RECEIVE $0.25 PER HOUR ABOVE THEIR APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO LABORERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH IN GROUP 1 (A).**

**GROUP 1 (F) - SATURDAYS IN THE SAME WORK WEEK MAY BE WORKED AT STRAIGHT-TIME IF JOB IS SHUT DOWN DURING THE NORMAL WORK WEEK DUE TO INCREMENTS WEATHER, MAJOR MECHANICAL BROWNOUT 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 NORTÉ, EL DORADO, FRESNO, GLENN, HUMBOLDT, KINGS, LAKE, LASSEN, MADERA, MARIPOSA, MARIN, MENDOCINO, MERCEDE, 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.**


**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.
GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1
FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: #TUNNEL WORKER (LABORER)

DETERMINATION: NC-23-102-11-2013-1
ISSUE DATE: August 22, 2013
EXPIRATION DATE OF DETERMINATION: June 29, 2014** 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.


<table>
<thead>
<tr>
<th>Classification (Journeyman)</th>
<th>Employer Payments</th>
<th>Straight-Time Hours</th>
<th>Overtime Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Basic Hourly Rate</td>
<td>Health and Pension</td>
<td>Vacation/ Holiday</td>
<td>Training</td>
</tr>
<tr>
<td>Diamond driller, groundman, gunite or shotcrete nozzleman</td>
<td>$34.10</td>
<td>6.64</td>
<td>9.47</td>
</tr>
<tr>
<td>Rodman, shaft work and raise (below actual or excavated ground level)</td>
<td>$33.87</td>
<td>6.64</td>
<td>9.47</td>
</tr>
<tr>
<td>Bit grinder, blaster, driller, powderman-heading, cherry pickerman-where car is lifted, concrete finisher in tunnel, concrete/screed man, grout pumpman and potman, gunite and shotcrete gunman and potman, headerman, high pressure nozzleman, miner-tunnel, including top and bottom man on shaft and raise work, nipper, nozzleman on slick line, sandblaster-potman (work assignment interchangeable)</td>
<td>$33.62</td>
<td>6.64</td>
<td>9.47</td>
</tr>
<tr>
<td>Steel form raiser and setter, timberman, retimberman (wood or steel or substitute materials), tugger, cabletender, chucktender, powderman-primer house</td>
<td>$33.62</td>
<td>6.64</td>
<td>9.47</td>
</tr>
<tr>
<td>Vibratorman, pavement breaker, bull gang-mucker, trackman, concrete crew-including rodding and spreading</td>
<td>$33.17</td>
<td>6.64</td>
<td>9.47</td>
</tr>
<tr>
<td>Dumpman (any method), grout crew, reboundman, swamper/brakeman, watchman</td>
<td>$32.63</td>
<td>6.64</td>
<td>9.47</td>
</tr>
</tbody>
</table>

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.

# Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet @ http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards’ website at http://www.dir.ca.gov/das/das.html.

a Includes an amount for supplemental dues.
b Amount is for Contract Administration Fund $0.08 and Industry Stabilization Fund $0.07.
c Saturdays in the same work week may be worked at straight-time if job is shut down during the normal workweek due to inclement weather. 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.

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.

State Wage Rates - 42
**Determination**: NC-23-102-11-2013-1A  
**Issue Date**: August 22, 2013  
**Expiration Date of Determination**: June 29, 2014**  
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.


<table>
<thead>
<tr>
<th>Classification (Journeyworker)</th>
<th>Basic Hourly Rate</th>
<th>Employer Payments</th>
<th>Straight-Time Hours</th>
<th>Total Hourly Rate</th>
<th>Overtime Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Health and Pension</td>
<td>Vacation/Holidaya</td>
<td>Training</td>
<td>Other Paymentsb</td>
<td>Daily</td>
</tr>
<tr>
<td>Diamond driller, groundman, gunite or shotcrete nozzleman</td>
<td>$37.10</td>
<td>6.64</td>
<td>9.47</td>
<td>2.63</td>
<td>0.85</td>
</tr>
<tr>
<td>Rodman, shaft work and raise (below actual or excavated ground level)</td>
<td>$36.87</td>
<td>6.64</td>
<td>9.47</td>
<td>2.63</td>
<td>0.85</td>
</tr>
<tr>
<td>Bit grinder, blaster, driller, powderman-heading, cherry pickerman-where car is lifted, concrete finisher in tunnel, concrete/screed man, grout pumpman and potman, gunite and shotcrete gunman and potman, headerman, high pressure nozzleman, miner-tunnel, including top and bottom man on shaft and raise work, nipper, nozzleman on slick line, sandblaster-potman (work assignment interchangeable)</td>
<td>$36.62</td>
<td>6.64</td>
<td>9.47</td>
<td>2.63</td>
<td>0.85</td>
</tr>
<tr>
<td>Steel form raiser and setter, timberman, retimberman (wood or steel or substitute materials), tugger, cablerender, chucktender, powderman-primer house</td>
<td>$36.62</td>
<td>6.64</td>
<td>9.47</td>
<td>2.63</td>
<td>0.85</td>
</tr>
<tr>
<td>Vibratorman, pavement breaker, bull gang-mucker, trackman, concrete crew-including rodding and spreading</td>
<td>$36.17</td>
<td>6.64</td>
<td>9.47</td>
<td>2.63</td>
<td>0.85</td>
</tr>
<tr>
<td>Dumpman (any method), grout crew, reboundman, swamper/brakeman, watchman</td>
<td>$35.63</td>
<td>6.64</td>
<td>9.47</td>
<td>2.63</td>
<td>0.85</td>
</tr>
</tbody>
</table>

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.

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# Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet @ [http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp](http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp).

To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards’ website at [http://www.dir.ca.gov/das/das.html](http://www.dir.ca.gov/das/das.html).

---

a Includes an amount for supplemental dues.  
b Amount is for Contract Administration Fund $0.08 and Industry Stabilization Fund $0.07.  
c Saturdays in the same work week may be worked at straight-time if job is shut down during the normal workweek due to inclement weather. 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.

**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](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](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.
GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1
FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: # PARKING AND HIGHWAY IMPROVEMENT PAINTER (PAINTER) ^

DETERMINATION: NC-200-X-17-2014-1
ISSUE DATE: February 22, 2014
EXPIRATION DATE OF DETERMINATION: June 30, 2014 ^ Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director – Research Unit at (415) 703-4774 for the new rates after ten days after the expiration date if no subsequent determination is issued.

LOCALITY: All localities within San Joaquin, Tuolumne, and Yolo counties.

<table>
<thead>
<tr>
<th>CLASSIFICATION</th>
<th>Basic Hourly Rate</th>
<th>Health and Welfare</th>
<th>Pension</th>
<th>Vacation/Holiday</th>
<th>Training</th>
<th>Other</th>
<th>Hours</th>
<th>Total Hourly Rate</th>
<th>Daily</th>
<th>Holiday</th>
</tr>
</thead>
<tbody>
<tr>
<td>Striper; Layout and application of painted traffic stripes; hot thermo plastic; tape traffic stripes</td>
<td>33.26</td>
<td>7.50</td>
<td>4.05</td>
<td>-</td>
<td>0.10</td>
<td>-</td>
<td>8</td>
<td>44.91</td>
<td>61.54</td>
<td>78.17</td>
</tr>
<tr>
<td>Parking Lots, Gamecourts, Playgrounds</td>
<td>28.27</td>
<td>7.50</td>
<td>4.05</td>
<td>-</td>
<td>0.10</td>
<td>-</td>
<td>8</td>
<td>39.92</td>
<td>54.05</td>
<td>68.19</td>
</tr>
<tr>
<td>Protective Coating, Resurfacing, Pavement Sealing, Including Repair When Done in Conjunction With Pavement Sealing</td>
<td>28.60</td>
<td>7.50</td>
<td>4.05</td>
<td>-</td>
<td>0.10</td>
<td>-</td>
<td>8</td>
<td>40.25</td>
<td>54.55</td>
<td>68.85</td>
</tr>
</tbody>
</table>

^ Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet at http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at http://www.dir.ca.gov/das/das.html.

^ Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet at http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at http://www.dir.ca.gov/das/das.html.

The minimum rate of pay for traffic control work associated with parking and highway improvement projects is that of the Painter classifications for the craft of Parking and Highway Improvement Painter (Painter) in San Joaquin, Tuolumne, and Yolo Counties.

b Includes an amount withheld for Dues Check-Off.

c Included in Basic Hourly Rate ($1.91). Rate applies to the first 9 years of employment only; $2.30 per hour worked for 10 years or more.

d Rate applies to first 4 overtime hours in any one day and for work in excess of 40 hours in any one designated work week. All other overtime is paid at the double time rate.

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.
**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: 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.


<table>
<thead>
<tr>
<th>Classification (Journeyperson)</th>
<th>Employer Payments</th>
<th>Straight-Time</th>
<th>Overtime Hourly Rates</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Basic Rate</td>
<td>Health and Pension</td>
<td>Vacation/Holiday</td>
</tr>
<tr>
<td>Sealer/Mixer</td>
<td>$14.89</td>
<td>1.72</td>
<td>.90</td>
</tr>
<tr>
<td>Shuttleperson, Applicator</td>
<td>13.18</td>
<td>1.72</td>
<td>.90</td>
</tr>
<tr>
<td>Traffic Surface Protective</td>
<td>15.51</td>
<td>1.72</td>
<td>.90</td>
</tr>
<tr>
<td>Coating Applicator</td>
<td>8.62</td>
<td>1.72</td>
<td>.90</td>
</tr>
</tbody>
</table>

*a  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.

*b  Rate applies to first 4 overtime hours in any one day and for work in excess of 40 hours in any one designated work week. All other overtime is paid at the double time rate.

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

**DETERMINATION:** NC-102-67-1-2014-1  
**ISSUE DATE:** February 22, 2014  
**EXPIRATION DATE OF DETERMINATION:** November 30, 2014**  

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.

<table>
<thead>
<tr>
<th>Classification (Journeyman)</th>
<th>Employer Payments</th>
<th>Straight-Time</th>
<th>Overtime Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Asbestos Removal Specialist II</td>
<td>25.71</td>
<td>5.74</td>
<td>4.64</td>
</tr>
<tr>
<td>Asbestos Removal Specialist I</td>
<td>22.77</td>
<td>5.74</td>
<td>0.71</td>
</tr>
<tr>
<td>Asbestos Removal Worker</td>
<td>19.66</td>
<td>5.74</td>
<td>0.20</td>
</tr>
</tbody>
</table>

**DETERMINATION:** NC-102-67-1-2014-1A  
**ISSUE DATE:** February 22, 2014  
**EXPIRATION DATE OF DETERMINATION:** June 29, 2014**

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.

<table>
<thead>
<tr>
<th>Classification (Journeyman)</th>
<th>Employer Payments</th>
<th>Straight-Time</th>
<th>Overtime Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lead Removal Worker<strong>d</strong></td>
<td>27.89</td>
<td>5.99</td>
<td>10.16</td>
</tr>
<tr>
<td>Lead Removal Worker<strong>e</strong></td>
<td>26.89</td>
<td>5.99</td>
<td>10.16</td>
</tr>
</tbody>
</table>

---

*Includes an amount for Supplemental Dues.  
*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.  
*Rate applies to Holidays and to all hours worked in excess of 12 hours in any workday and for all hours worked in excess of 8 hours on the 7th consecutive day of work in a workweek.  
*Rate applies to all localities within Alameda, Contra Costa, Marin, Napa, San Francisco, San Mateo and Santa Clara Counties.  
*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.

(Recognized Holidays and Subsistence Payment footnotes listed on page 52C)
NOTE: Asbestos Removal Workers must be trained and the work conducted according to the Code of Federal Regulations 29 CFR 1926.58, the California Labor Code 6501.5 and the California Code of Regulations, Title 8, Section 5208. Contractors must be certified by the Contractors' State License Board and registered with the Division of Occupational Safety and Health (DOSH). For further information, contact the Asbestos Contractors Abatement Registration Unit, DOSH at (510) 286-7362.

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

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at http://www.dir.ca.gov/OPRL/PWD. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.
GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1
FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: # CEMENT MASON

DETERMINATION: NC-23-203-1-2014-1
ISSUE DATE: February 22, 2014
EXPIRATION DATE OF DETERMINATION: June 29, 2014**

The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.


### Employer Payments

<table>
<thead>
<tr>
<th>CLASSIFICATION</th>
<th>Basic Health Pension Vacation Training Hours Total Daily Saturdaya Sundayb</th>
<th>Straight-Time</th>
<th>Overtime Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>(JOURNEYPERSON)</td>
<td>Rate and Welfare Holiday Rate 1 1/2X 1 1/2X Holiday</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cement Mason</td>
<td>$29.07 8.05 9.30 5.22b 0.47 8 52.11 6 6.645 6 6.645c 81.18</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mastic Magnesite Gypsum, Epoxy, Polyester, Resin and all composition masons, swing or slip form scaffolds</td>
<td>$29.82 8.05 9.30 5.22b 0.47 8 52.86 6 7.77 6 7.77 c 82.68</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

# Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet @ [http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp](http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp). To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at [http://www.dir.ca.gov/das/das.html](http://www.dir.ca.gov/das/das.html).

a Saturdays in the same work week may be worked at straight time if a job is shut down during the normal work week due to inclement weather or major mechanical breakdown (limited to curb and gutter machine, concrete pump, and concrete plant).
b 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.
d Where multiple shifts are worked, the day shift shall work eight (8) hours and for such work they shall be paid the regular straight time rate for eight (8) hours; the second (2nd) shift shall work seven and one-half (7 ½) hours, and for such work they shall be paid the regular straight time rate for eight (8) hours; if a third (3rd) shift is worked, they shall work seven (7) hours and for such work they shall be paid eight (8) hours regular straight time pay. No multiple shift shall be started for less than five (5) consecutive days.

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](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](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.
### Determination: NC-23-203-1A-2014-1

**Issue Date:** February 22, 2014  
**Expiration Date of Determination:** June 29, 2014

The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now.

**Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.**

**Locality:** All localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba counties.

**Employer Payments**

<table>
<thead>
<tr>
<th>Classification (Journeyperson)</th>
<th>Basic Hourly Rate</th>
<th>Health and Welfare</th>
<th>Pension</th>
<th>Vacation and Training</th>
<th>Hours</th>
<th>Total Daily Hourly Rate</th>
<th>Saturdaya</th>
<th>Sundayb</th>
<th>Holiday</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cement Mason</td>
<td>$32.07</td>
<td>8.05</td>
<td>9.30</td>
<td>5.22b</td>
<td>0.47</td>
<td>8</td>
<td>55.11</td>
<td>69.645c</td>
<td>84.18</td>
</tr>
<tr>
<td>Mastic Magnesite Gypsum, Epoxy, Polyester, Resin and all composition masons, swing or slip form scaffolds</td>
<td>$32.82</td>
<td>8.05</td>
<td>9.30</td>
<td>5.22b</td>
<td>0.47</td>
<td>8</td>
<td>55.86</td>
<td>70.77</td>
<td>70.77c</td>
</tr>
</tbody>
</table>

# Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet @ [http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp](http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp). To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at [http://www.dir.ca.gov/das/das.html](http://www.dir.ca.gov/das/das.html).

a Saturdays in the same work week may be worked at straight time if a job is shut down during the normal work week due to inclement weather or major mechanical breakdown (limited to curb and gutter machine, concrete pump, and concrete plant).

b 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.

**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](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](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.

State Wage Rates - 49
GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS
Pursuant to California Labor Code Part 7, Chapter 1, Article 2, Sections 1770, 1773 and 1773.1
For Commercial Building, Highway, Heavy Construction and Dredging Projects

CRAFT: #BUILDING/CONSTRUCTION INSPECTOR AND FIELD SOILS AND MATERIAL TESTER

DETERMINATION: NC-63-3-9-2013-1
ISSUE DATE: August 22, 2013
EXPIRATION DATE OF DETERMINATION: June 30, 2014
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.


<table>
<thead>
<tr>
<th>CLASSIFICATION (JOURNEYPERSON)</th>
<th>Employer Payments</th>
<th>Straight-Time Hours</th>
<th>Overtime Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Basic Hourly Rate</td>
<td>Health and Pension Welfarea</td>
<td>Vacation and Holiday</td>
</tr>
<tr>
<td>Group 1</td>
<td>$41.06</td>
<td>12.63</td>
<td>8.24</td>
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<tr>
<td>Group 2</td>
<td>39.06</td>
<td>12.63</td>
<td>8.24</td>
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<tr>
<td>Group 3</td>
<td>32.92</td>
<td>12.63</td>
<td>8.24</td>
</tr>
<tr>
<td>Group 4</td>
<td>27.69</td>
<td>12.63</td>
<td>8.24</td>
</tr>
</tbody>
</table>

a Amount shall be paid for all hours worked up to 173 hours per month.
b Rate applies to the first 4 daily overtime hours, Monday through Friday, and the first 8 hours on Saturday. All other overtime is paid at the Sunday/Holiday overtime rate.

CLASSIFICATIONS:

- Group 1
- Group 2
- Group 3
- Group 4

ASNT Level II-III
DSA Masonry
DSA Shotcrete
Lead Inspector
NICET Level IV
NDT Level Two

ACI
AWS-CWI
ICF Certified Structural Inspector
NICET Level III
NDT Level Two

Soils/Asphalt
Earthwork Grading
Excavation and Backfill

Geotechnical Driller
Drillers Helper

Geotechnical Driller
Drillers Helper

Geotechnical Driller
Drillers Helper

Geotechnical Driller
Drillers Helper

Geotechnical Driller
Drillers Helper

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.
CRAFT: #BUILDING/CONSTRUCTION INSPECTOR AND FIELD SOILS AND MATERIAL TESTER (SECOND SHIFT)

DETERMINATION: NC-63-3-9-2013-1
ISSUE DATE: August 22, 2013
EXPIRATION DATE OF DETERMINATION: June 30, 2014** 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.


<table>
<thead>
<tr>
<th>CLASSIFICATION (JOURNEYPERSON)</th>
<th>Basic Hourly Rate</th>
<th>Health and Welfare</th>
<th>Pension</th>
<th>Vacation</th>
<th>Training and Holiday</th>
<th>Other Payment</th>
<th>Straight-Time Total Daily Hourly Rate</th>
<th>Overtime Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Group 1</td>
<td>$46.17</td>
<td>12.63</td>
<td>8.24</td>
<td>5.27</td>
<td>0.33</td>
<td>0.19</td>
<td>8</td>
<td>72.83</td>
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<tr>
<td>Group 2</td>
<td>43.92</td>
<td>12.63</td>
<td>8.24</td>
<td>5.27</td>
<td>0.33</td>
<td>0.19</td>
<td>8</td>
<td>70.58</td>
</tr>
<tr>
<td>Group 3</td>
<td>37.01</td>
<td>12.63</td>
<td>8.24</td>
<td>5.27</td>
<td>0.33</td>
<td>0.19</td>
<td>8</td>
<td>63.67</td>
</tr>
<tr>
<td>Group 4</td>
<td>31.13</td>
<td>12.63</td>
<td>8.24</td>
<td>5.27</td>
<td>0.33</td>
<td>0.19</td>
<td>8</td>
<td>57.79</td>
</tr>
</tbody>
</table>

# Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet @ http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at http://www.dir.ca.gov/das/das.html.

a 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.

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.
GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: TEAMSTER (APPLIES ONLY TO WORK ON THE CONSTRUCTION SITE)

DETERMINATION: NC-23-261-1-2013-1
ISSUE DATE: August 22, 2013
EXPIRATION DATE OF DETERMINATION: June 29, 2014** 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.


<table>
<thead>
<tr>
<th>Classification (Journeyman)</th>
<th>Basic Hourly Rate</th>
<th>Health and Pension Welfare</th>
<th>Vacation/ Holiday</th>
<th>Training Payment</th>
<th>Other Payments</th>
<th>Straight-Time Hours Total Hourly Rate</th>
<th>Overtime Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Group 1</td>
<td>$27.44</td>
<td>$14.74</td>
<td>$5.50</td>
<td>$2.15</td>
<td>$0.85</td>
<td>8 $51.21</td>
<td>$64.93 $64.93 $78.65</td>
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<tr>
<td>Group 2</td>
<td>27.74</td>
<td>14.74</td>
<td>5.50</td>
<td>2.15</td>
<td>0.85</td>
<td>8 51.51</td>
<td>65.38 65.38 79.25</td>
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<tr>
<td>Group 3</td>
<td>28.04</td>
<td>14.74</td>
<td>5.50</td>
<td>2.15</td>
<td>0.85</td>
<td>8 51.81</td>
<td>65.83 65.83 79.85</td>
</tr>
<tr>
<td>Group 4</td>
<td>28.39</td>
<td>14.74</td>
<td>5.50</td>
<td>2.15</td>
<td>0.85</td>
<td>8 52.16</td>
<td>66.355 66.355 80.55</td>
</tr>
<tr>
<td>Group 5</td>
<td>28.74</td>
<td>14.74</td>
<td>5.50</td>
<td>2.15</td>
<td>0.85</td>
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<td>66.88 66.88 81.25</td>
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<td></td>
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</tbody>
</table>

a Supplemental Dues and Contract Administration.
b Saturday in the same work week may be worked at straight-time hourly rate if a job is shut down during the normal work week due to inclement weather or major mechanical breakdown, or lack of materials beyond the control of the Employer.
c An individual employer may employ one (1) trainee for every four (4) journey level Teamsters actively employed. Individual employers with less than four (4) journey level Teamsters may utilize one (1) trainee; thereafter, one (1) for every four (4) journey level Teamsters.
d Sixty-five percent (65%) of the Journey level wage for the type of equipment operated, plus full fringes without Vacation/Holiday.
e Seventy-five percent (75%) of the Journey level wage for the type of equipment operated, plus full fringes without Vacation/Holiday.
f Eighty-five percent (85%) of the Journey level wage for the type of equipment operated, plus full fringes without Vacation/Holiday.
g For classifications within each group, see page 56.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at http://www.dir.ca.gov/OPRL/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.
DETERMINATION: NC-23-261-1-2013-1 and NC-23-261-1-2013-1A

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.
- Highbed Heavy Duty Transport
- Scissor Truck
- Rubber Tired Muck Car (not self-loaded)
- Rubber Tired Truck Jumbo
- Winch Truck and “A” Frame Drivers
- Combination Winch Truck With Hoist
- Road Oil Truck or Bootman
- Buggymobile
- Ross, Hyster and similar Straddle Carrier
- Small Rubber Tired Tractor
- Truck Dispatcher

**GROUP 3**
- Dump Trucks 8 yards and including 24 yards
- Transit Mixers Over 10 yards
- Water Trucks 7000 gals and over
- Jetting Trucks 7000 gals and over
- Vacuum Trucks under 7500 gals
- Trucks Towing Tilt Bed or Flat Bed Pull Trailers
- Heavy Duty Transport Tiller Man
- Tire Repairman

**GROUP 3 (continued)**
- Truck Mounted Self Propelled Street Sweeper with or without Self-Contained Refuse Bin and or Vacuum Unit
- Boom Truck - Hydro-Lift or Swedish Type Extension or Retracting Crane
- P.B. or Similar Type Self Loading Truck
- Combination Bootman and Road Oiler
- Dry Distribution Truck (A Bootman when employed on such equipment, shall receive the rate specified for the classification of Road Oil Trucks or Bootman)
- Ammonia Nitrate Distributor, Driver and Mixer
- Snow Go and/or Plow

**GROUP 4**
- Dump Trucks over 25 yards and under 65 yards
- Vacuum Trucks 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

State Wage Rates - 53
GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS 
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: TEAMSTER (SPECIAL SINGLE SHIFT RATE)
(APPLIES ONLY TO WORK ON THE CONSTRUCTION SITE)

DETERMINATION: NC-23-261-1-2013-1A
ISSUE DATE: August 22, 2013
EXPIRATION DATE OF DETERMINATION: June 29, 2014** 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.


<table>
<thead>
<tr>
<th>Classification (Journeyperson)</th>
<th>Basic Hourly Rate</th>
<th>Health and Welfare</th>
<th>Pension</th>
<th>Vacation/ Holiday</th>
<th>Training</th>
<th>Other Payments</th>
<th>Straight-Time Hours</th>
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<tr>
<td>Group 7</td>
<td>USE APPROPRIATE RATE FOR THE POWER UNIT OR THE EQUIPMENT UTILIZED</td>
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</tbody>
</table>

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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.
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# CRAFT: ## LANDSCAPE MAINTENANCE LABORER

**Determination:** NC-LML-2013-1  
**Issue Date:** August 22, 2013  
**Expiration Date of Determination:** September 30, 2013

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

### Table: Employer Payments and Straight-Time Overtime Rates

<table>
<thead>
<tr>
<th>Locality</th>
<th>Basic Hourly Rate</th>
<th>Health Rate</th>
<th>Pension Rate</th>
<th>Vacation Rate</th>
<th>Holiday Rate</th>
<th>Training Rate</th>
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</tr>
</tbody>
</table>

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## Craft is not apprenticeable

**Note:** If there are two rates, the first rate is for routine work, the second rate is for complex work.
DETERMINATION: NC-LML-2013-1

a. $0.20 after 3 years of service; $0.27 after 5 years of service.
b. Computation is based on first years of employment. This rate should be increased by any applicable vacation increase as stated in other footnotes.
c. $0.25 after 7 years of service.
d. $0.38 after 3 years of service.
e. $0.37 after 5 years of service; $0.49 after 15 years of service.
f. $0.19 after 1 year of service; $0.25 after 2 years of service.
g. $0.22 after 1 year of service; $0.29 after 2 years of service.
h. $0.31 after 5 years of service.
i. $0.24 after 5 years of service.
j. $0.23 after 2 years of service; $0.35 after 6 years of service.
k. $0.26 after 1 year of service; $0.39 after 5 years of service.
l. $0.27 after 1 year of service; $0.40 after 5 years of service.
m. $0.26 after 7 years of service.
n. $0.31 after 3 years of service; $0.46 after 7 years of service.
o. $0.27 after 3 years of service; $0.40 after 5 years of service.
p. $0.23 after 2 years of service.
q. $0.23 after 7 years of service.
r. $0.23 after 7 years of service.

1 This determination does not apply to work of a landscape laborer employed on landscape construction (work incidental to construction or post-construction maintenance during the plant installation and establishment period). The following is a description of the landscape work covered under this determination:

ROUTINE – mowing, watering, pruning, trimming, weeding, spraying, occasional planting and replacement of plants and janitorial work incidental to such landscape maintenance.

COMPLEX – servicing of irrigation and sprinkler systems, repairing of equipment use in such landscape maintenance.

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### State Wage Rates - 57

**CRAFT: # TUNNEL/UNDERGROUND (OPERATING ENGINEER-HEAVY AND HIGHWAY WORK)**

**DETERMINATION:** NC-23-63-1-2013-2C

**ISSUE DATE:** August 22, 2013

**EXPIRATION DATE OF DETERMINATION:** June 29, 2014

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, Tuolomne, Yolo, and Yuba counties.

**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

<table>
<thead>
<tr>
<th>Classification (Journeyperson)</th>
<th>Basic Hourly Rate</th>
<th>Health and Welfare</th>
<th>Vacation and Training</th>
<th>Other Payments</th>
<th>Hours a</th>
<th>Total Daily/ Saturday Holiday Overtime Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Underground Rate</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Group 1-A</td>
<td>$37.49</td>
<td>$39.49</td>
<td>$12.63</td>
<td>$9.52</td>
<td>$3.72</td>
<td>$0.62</td>
</tr>
<tr>
<td>Group 1</td>
<td>$35.02</td>
<td>$37.02</td>
<td>$9.52</td>
<td>$3.72</td>
<td>$0.62</td>
<td>$0.67</td>
</tr>
<tr>
<td>Group 2</td>
<td>$33.76</td>
<td>$35.76</td>
<td>$9.52</td>
<td>$3.72</td>
<td>$0.62</td>
<td>$0.67</td>
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<tr>
<td>Group 3</td>
<td>$32.43</td>
<td>$34.43</td>
<td>$9.52</td>
<td>$3.72</td>
<td>$0.62</td>
<td>$0.67</td>
</tr>
<tr>
<td>Group 4</td>
<td>$31.29</td>
<td>$33.29</td>
<td>$9.52</td>
<td>$3.72</td>
<td>$0.62</td>
<td>$0.67</td>
</tr>
<tr>
<td>Group 5</td>
<td>$30.15</td>
<td>$32.15</td>
<td>$9.52</td>
<td>$3.72</td>
<td>$0.62</td>
<td>$0.67</td>
</tr>
</tbody>
</table>

**Shafts Stops & Raises**

<table>
<thead>
<tr>
<th>Classification Group</th>
<th>Rate</th>
<th>Area 1a</th>
<th>Area 2b</th>
<th>Area 1a</th>
<th>Area 2b</th>
<th>Area 1a</th>
<th>Area 2b</th>
</tr>
</thead>
<tbody>
<tr>
<td>Group 1-A</td>
<td>$37.59</td>
<td>$39.59</td>
<td>$12.63</td>
<td>$9.52</td>
<td>$3.72</td>
<td>$0.62</td>
<td>$0.67</td>
</tr>
<tr>
<td>Group 1</td>
<td>$35.12</td>
<td>$37.12</td>
<td>$9.52</td>
<td>$3.72</td>
<td>$0.62</td>
<td>$0.67</td>
<td>8</td>
</tr>
<tr>
<td>Group 2</td>
<td>$33.86</td>
<td>$35.86</td>
<td>$9.52</td>
<td>$3.72</td>
<td>$0.62</td>
<td>$0.67</td>
<td>8</td>
</tr>
<tr>
<td>Group 3</td>
<td>$32.53</td>
<td>$34.53</td>
<td>$9.52</td>
<td>$3.72</td>
<td>$0.62</td>
<td>$0.67</td>
<td>8</td>
</tr>
<tr>
<td>Group 4</td>
<td>$31.29</td>
<td>$33.29</td>
<td>$9.52</td>
<td>$3.72</td>
<td>$0.62</td>
<td>$0.67</td>
<td>8</td>
</tr>
<tr>
<td>Group 5</td>
<td>$30.15</td>
<td>$32.15</td>
<td>$9.52</td>
<td>$3.72</td>
<td>$0.62</td>
<td>$0.67</td>
<td>8</td>
</tr>
</tbody>
</table>

**CLASSIFICATIONS:**

**GROUP 1**

<table>
<thead>
<tr>
<th>Classification</th>
<th>Rate</th>
<th>Area 1a</th>
<th>Area 2b</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tunnel Boring Machine Operator - 20 feet in diameter or more</td>
<td>$37.59</td>
<td>$39.59</td>
<td>$12.63</td>
</tr>
</tbody>
</table>

**GROUP 1-A**

<table>
<thead>
<tr>
<th>Classification</th>
<th>Rate</th>
<th>Area 1a</th>
<th>Area 2b</th>
</tr>
</thead>
<tbody>
<tr>
<td>Heading Shield Operator</td>
<td>$35.12</td>
<td>$37.12</td>
<td>$9.52</td>
</tr>
<tr>
<td>Mucking Machine</td>
<td>$33.86</td>
<td>$35.86</td>
<td>$9.52</td>
</tr>
<tr>
<td>Tunnel Mole Bore Operator</td>
<td>$32.53</td>
<td>$34.53</td>
<td>$9.52</td>
</tr>
<tr>
<td>Tunnel Boring Machine Operator 10 ft up to 20 ft</td>
<td>$31.29</td>
<td>$33.29</td>
<td>$9.52</td>
</tr>
</tbody>
</table>

**GROUP 2**

<table>
<thead>
<tr>
<th>Classification</th>
<th>Rate</th>
<th>Area 1a</th>
<th>Area 2b</th>
</tr>
</thead>
<tbody>
<tr>
<td>Combination Slusher and Motor Operator</td>
<td>$37.59</td>
<td>$39.59</td>
<td>$12.63</td>
</tr>
</tbody>
</table>

**GROUP 3**

<table>
<thead>
<tr>
<th>Classification</th>
<th>Rate</th>
<th>Area 1a</th>
<th>Area 2b</th>
</tr>
</thead>
<tbody>
<tr>
<td>Concrete Pump or Pumpcrete Gun</td>
<td>$35.12</td>
<td>$37.12</td>
<td>$9.52</td>
</tr>
<tr>
<td>Drill Doctor</td>
<td>$33.86</td>
<td>$35.86</td>
<td>$9.52</td>
</tr>
<tr>
<td>Mine or Shaft Hoist</td>
<td>$32.53</td>
<td>$34.53</td>
<td>$9.52</td>
</tr>
</tbody>
</table>

**GROUP 4**

<table>
<thead>
<tr>
<th>Classification</th>
<th>Rate</th>
<th>Area 1a</th>
<th>Area 2b</th>
</tr>
</thead>
<tbody>
<tr>
<td>Combination Slurry Mixer Cleaner</td>
<td>$37.59</td>
<td>$39.59</td>
<td>$12.63</td>
</tr>
<tr>
<td>Power Jumbo Operator</td>
<td>$35.12</td>
<td>$37.12</td>
<td>$9.52</td>
</tr>
<tr>
<td>Billet Sharpener</td>
<td>$33.86</td>
<td>$35.86</td>
<td>$9.52</td>
</tr>
<tr>
<td>Combination Mixer and Compressor (Gunite)</td>
<td>$32.53</td>
<td>$34.53</td>
<td>$9.52</td>
</tr>
</tbody>
</table>

**GROUP 5**

<table>
<thead>
<tr>
<th>Classification</th>
<th>Rate</th>
<th>Area 1a</th>
<th>Area 2b</th>
</tr>
</thead>
<tbody>
<tr>
<td>Grouting Machine Operator</td>
<td>$37.59</td>
<td>$39.59</td>
<td>$12.63</td>
</tr>
<tr>
<td>Motorman</td>
<td>$35.12</td>
<td>$37.12</td>
<td>$9.52</td>
</tr>
<tr>
<td>Brakeman</td>
<td>$33.86</td>
<td>$35.86</td>
<td>$9.52</td>
</tr>
<tr>
<td>Assistant to Engineer</td>
<td>$32.53</td>
<td>$34.53</td>
<td>$9.52</td>
</tr>
</tbody>
</table>

**NOTE:** For Special Single and Second Shift rates, please see page 58A.

**RECOGNIZED HOLIDAYS:** Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of work performed 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.
## General Prevailing Wage Determination

**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-23-63-1-2013-2C**

**Issue Date:** August 22, 2013

**Expiration Date of Determination:** June 29, 2014

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:


### Employer Payments

- **Basic Hourly Rate**
- **Welfare**
- **Health**
- **Pension**
- **Vacation**
- **Training**
- **Other Payments**
- **Holiday Payment**

### Straight-Time

- **1X**
- **2X**

### Overtime Hourly Rate

- **1 1/2X**
- **2X**

### Classification

#### Group 1

- **Tunnel Bore Machine Operator - 20 feet in diameter or more**
- **Heading Shield Operator**
- **Heavy Duty Repairman/Welder**
- **Mucking Machine**
- **Raised Bore Operator**
- **Tunnel Mole Bore Operator**
- **Tunnel Boring Machine Operator 10 ft up to 20 ft**

#### Group 2

- **Concrete Pump or Pumpcrete Guns**
- **Compressor Operator**
- **Bit Sharpener**
- **Dirt Doctor**
- **Mine or Shaft Hoist**

#### Group 3

- **Slusher Operator**
- **Pump Operator**
- **Assistant to Engineer**

#### Group 4

- **Combination Slusher and Motor Operator**
- **Grouting Machine Operator**
- **Combination Mixer and Compressor (Gunite)**
- **Power Jumbo Operator**

#### Group 5

- **Brakeman**
- **Assistant to Engineer**
- **Slusher Operator**

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# Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet at http://www.dir.ca.gov/OPR/PWAppWage/PWAppWageStart.asp. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards’ website at http://www.dir.ca.gov/das/das.html.

\[c\] Includes an amount for supplemental dues.

\[b\] Superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

\[a\] 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/OPR/PWWD. 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 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/OPR/PWWD. 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/OPR/PWWD. Travel and/or subsistence requirements for current and superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.
Section 80 Prosecution and Progress

80-01 SUBLETTING OF CONTRACT. The Owner will not recognize any subcontractor on the work. The Contractor shall at all times when work is in progress be represented either in person, by a qualified superintendent, or by other designated, qualified representative who is duly authorized to receive and execute orders of the Engineer.

All Subcontractors shall be approved by the Owner prior to being utilized on the project. The Subcontractor shall submit a Subcontractor Approval Request to the Engineer fourteen (14) days prior to beginning work on the project. As a minimum, the information shall include the following:

- Subcontractor's legal company name.
- Subcontractor's legal company address, including County name.
- Principal contact person's name, telephone and fax number.
- Complete narrative description, and dollar value of the work to be performed by the subcontractor.
- Copies of required insurance certificates in accordance with the specifications.
- Minority/ non-minority status.

Should the Contractor elect to assign his/her contract, said assignment shall be concurred in by the surety, shall be presented for the consideration and approval of the Owner, and shall be consummated only on the written approval of the Owner. In case of approval, the Contractor shall file copies of all subcontracts with the Engineer.

The Contractor shall perform, with his organization, an amount of work equal to at least 25 percent of the total contract cost.

80-02 NOTICE TO PROCEED. The notice to proceed will be issued by the Owner and shall state the date on which it is expected the Contractor will begin the construction and from which date contract time will be charged. The Contractor shall notify the Engineer at least 24 hours in advance of the time actual construction operations will begin.

80-03 PROSECUTION AND PROGRESS. Unless otherwise specified, the Contractor shall submit his/her coordinated construction schedule showing all work activities for the Engineer’s approval at least 10 days prior to the start of work. The Contractor’s progress schedule, when approved by the Engineer, may be used to establish major construction operations and to check on the progress of the work. The Contractor shall provide sufficient materials, equipment, and labor to guarantee the completion of the project in accordance with the plans and specifications within the time set forth in the proposal.

The schedule shall be prepared as a network diagram in Critical Path Method (CPM), PERT, or other format, or as otherwise specified in the contract for each work area. As a minimum, it shall provide information on the sequence of work activities, start and end dates for each work area, milestone dates, and activity duration. The schedule shall reflect time for delivery of equipment that will impact the schedule as it relates to contract time. The schedule should also include overall project start and end dates.

The Contractor shall maintain the work schedule and provide an update and analysis of the progress schedule on a bi-weekly basis, or as otherwise specified in the contract. Submission of the work schedule shall not relieve the Contractor of overall responsibility for scheduling, sequencing, and coordinating all work to comply with the requirements of the contract.

If the Contractor falls significantly behind the submitted schedule, the Contractor shall, upon the Engineer’s request, submit a revised schedule for completion of the work within the contract time and
modify his/her operations to provide such additional materials, equipment, and labor necessary to meet the revised schedule. Should the prosecution of the work be discontinued for any reason, the Contractor shall notify the Engineer at least 3 days in advance of resuming operations.

The Contractor shall not commence any construction activities prior to the date stated in the notice to proceed.

The Contractor shall maintain the work schedule and provide an update and analysis of the progress schedule on a bi-weekly basis, or as otherwise specified in the contract. Submission of the work schedule shall not relieve the Contractor of overall responsibility for scheduling, sequencing, and coordinating all work to comply with the requirements of the contract.

80-04 LIMITATION OF OPERATIONS. The Contractor shall control his/her operations and the operations of his/her subcontractors and all suppliers so as to provide for the free and unobstructed movement of aircraft in the AIR OPERATIONS AREAS (AOA) of the airport.

When the work requires the Contractor to conduct his/her operations within an AOA of the airport, the work shall be coordinated with airport operations (through the Engineer) at least 48 hours prior to commencement of such work. The Contractor shall not close an AOA until so authorized by the Engineer and until the necessary temporary marking and associated lighting is in place as provided in the subsection titled BARRICADES, WARNING SIGNS, AND HAZARD MARKINGS of Section 70.

When the contract work requires the Contractor to work within an AOA of the airport on an intermittent basis (intermittent opening and closing of the AOA), the Contractor shall maintain constant communications as hereinafter specified; immediately obey all instructions to vacate the AOA; immediately obey all instructions to resume work in such AOA. Failure to maintain the specified communications or to obey instructions shall be cause for suspension of the Contractor’s operations in the AOA until the satisfactory conditions are provided. The following AOA cannot be closed to operating aircraft to permit the Contractor’s operations on a continuous basis and will therefore be closed to aircraft operations intermittently as follows:

See Attachment “A” - Construction Safety Phasing Plan (CSPP) at the end of this section.

Contractor shall be required to conform to safety standards contained in AC 150/5370-2, Operational Safety on Airports During Construction.

80-04.1 OPERATIONAL SAFETY ON AIRPORT DURING CONSTRUCTION. All Contractors’ operations shall be conducted in accordance with the project Construction Safety and Phasing Plan (CSPP) and the provisions set forth within the current version of Advisory Circular 150/5370-2. The CSPP included within the contract documents conveys minimum requirements for operational safety on the airport during construction activities. The Contractor shall prepare and submit a Safety Plan Compliance Document (SPCD) that details how it proposes to comply with the requirements presented within the CSPP.

The Contractor shall implement all necessary CSPP measures prior to commencement of any work activity. The Contractor shall conduct routine checks of the work site to assure compliance with the CSPP.

The Contractor is responsible to the Owner for the conduct of all subcontractors it employs on the project. The Contractor shall assure that all subcontractors are made aware of the requirements of the CSPP and that they implement and maintain all necessary measures.
No deviation or modifications may be made to the approved CSPP unless approved in writing by the Owner or Engineer. If the requested changes are acceptable to all the aforementioned parties, the Engineer will request a modification to the CSPP from the FAA. The Contractor shall plan on a minimum of 90 days for this process to be completed. No deviation to the original CSPP shall be made without FAA approval.

**80-05 CHARACTER OF WORKERS, METHODS, AND EQUIPMENT.** The Contractor shall, at all times, employ sufficient labor and equipment for prosecuting the work to full completion in the manner and time required by the contract, plans, and specifications.

All workers shall have sufficient skill and experience to perform properly the work assigned to them. Workers engaged in special work or skilled work shall have sufficient experience in such work and in the operation of the equipment required to perform the work satisfactorily.

Any person employed by the Contractor or by any subcontractor who violates any operational regulations and, in the opinion of the Engineer, does not perform his work in a proper and skillful manner or is intemperate or disorderly shall, at the written request of the Engineer, be removed forthwith by the Contractor or subcontractor employing such person, and shall not be employed again in any portion of the work without approval of the Engineer.

Should the Contractor fail to remove such persons or person, or fail to furnish suitable and sufficient personnel for the proper prosecution of the work, the Engineer may suspend the work by written notice until compliance with such orders.

All equipment that is proposed to be used on the work shall be of sufficient size and in such mechanical condition as to meet requirements of the work and to produce a satisfactory quality of work. Equipment used on any portion of the work shall be such that no injury to previously completed work, adjacent property, or existing airport facilities will result from its use.

When the methods and equipment to be used by the Contractor in accomplishing the work are not prescribed in the contract, the Contractor is free to use any methods or equipment that will accomplish the work in conformity with the requirements of the contract, plans, and specifications.

When the contract specifies the use of certain methods and equipment, such methods and equipment shall be used unless others are authorized by the Engineer. If the Contractor desires to use a method or type of equipment other than specified in the contract, he may request authority from the Engineer to do so. The request shall be in writing and shall include a full description of the methods and equipment proposed and of the reasons for desiring to make the change. If approval is given, it will be on the condition that the Contractor will be fully responsible for producing work in conformity with contract requirements. If, after trial use of the substituted methods or equipment, the Engineer determines that the work produced does not meet contract requirements, the Contractor shall discontinue the use of the substitute method or equipment and shall complete the remaining work with the specified methods and equipment. The Contractor shall remove any deficient work and replace it with work of specified quality, or take such other corrective action as the Engineer may direct. No change will be made in basis of payment for the contract items involved nor in contract time as a result of authorizing a change in methods or equipment under this subsection.

**80-06 TEMPORARY SUSPENSION OF THE WORK.** The Owner shall have the authority to suspend the work wholly, or in part, for such period or periods as he may deem necessary, due to unsuitable weather, or such other conditions as are considered unfavorable for the prosecution of the work, or for such time as is necessary due to the failure on the part of the Contractor to carry out orders given or perform any or all provisions of the contract.
In the event that the Contractor is ordered by the Owner, in writing, to suspend work for some unforeseen cause not otherwise provided for in the contract and over which the Contractor has no control, the Contractor may be reimbursed for actual money expended on the work during the period of shutdown. No allowance will be made for anticipated profits. The period of shutdown shall be computed from the effective date of the Engineer’s order to suspend work to the effective date of the Engineer’s order to resume the work. Claims for such compensation shall be filed with the Engineer within the time period stated in the Engineer’s order to resume work. The Contractor shall submit with his/her claim information substantiating the amount shown on the claim. The Engineer will forward the Contractor’s claim to the Owner for consideration in accordance with local laws or ordinances. No provision of this article shall be construed as entitling the Contractor to compensation for delays due to inclement weather, for suspensions made at the request of the Owner, or for any other delay provided for in the contract, plans, or specifications.

If it should become necessary to suspend work for an indefinite period, the Contractor shall store all materials in such manner that they will not become an obstruction nor become damaged in any way. He shall take every precaution to prevent damage or deterioration of the work performed and provide for normal drainage of the work. The Contractor shall erect temporary structures where necessary to provide for traffic on, to, or from the airport.

80-07 DETERMINATION AND EXTENSION OF CONTRACT TIME. The number of calendar or working days allowed for completion of the work shall be stated in the proposal and contract and shall be known as the CONTRACT TIME.

Should the contract time require extension for reasons beyond the Contractor’s control, it shall be adjusted as follows:

a. CONTRACT TIME based on WORKING DAYS shall be calculated weekly by the Engineer. The Engineer will furnish the Contractor a copy of his/her weekly statement of the number of working days charged against the contract time during the week and the number of working days currently specified for completion of the contract (the original contract time plus the number of working days, if any, that have been included in approved CHANGE ORDERS or SUPPLEMENTAL AGREEMENTS covering EXTRA WORK).

The Engineer shall base his/her weekly statement of contract time charged on the following considerations:

(1) No time shall be charged for days on which the Contractor is unable to proceed with work on the items under construction at the time with the normal work force employed on such items. Such days on which the Contractor chooses to engage in work which require the presence of an inspector will be charged against contract time. Conditions beyond the Contractor’s control such as strikes, lockouts, unusual delays in transportation, and temporary suspension of the principal item of work under construction or temporary suspension of the entire work which have been ordered by the Owner for reasons not the fault of the Contractor, shall not be charged against the contract time.

(2) The Engineer will begin charges against the contract time on the date stated in the notice to proceed.

(3) The Engineer will begin charges against the contract time on the first working day after the effective date of the notice to proceed.
(4) The Engineer will not make charges against the contract time after the date of final acceptance as defined in the subsection titled FINAL ACCEPTANCE of Section 50.

(5) The Contractor will be allowed 1 week in which to file a written protest setting forth his/her objections to the Engineer’s weekly statement. If no objection is filed within such specified time, the weekly statement shall be considered as acceptable to the Contractor.

The contract time is based on the originally estimated quantities as described in the subsection titled INTERPRETATION OF ESTIMATED PROPOSAL QUANTITIES of Section 20. Should the satisfactory completion of the contract require performance of work in greater quantities than those estimated in the proposal, the contract time shall be increased in the same proportion as the cost of the actually completed quantities bears to the cost of the originally estimated quantities in the proposal. Such increase in contract time shall not consider either the cost of work or the extension of contract time that has been covered by change order or supplemental agreement and shall be made at the time of final payment.

b. CONTRACT TIME based on CALENDAR DAYS shall consist of the number of calendar days stated in the contract counting from the effective date of the notice to proceed and including all Saturdays, Sundays, holidays, and non-work days. All calendar days elapsing between the effective dates of the Owner’s orders to suspend and resume all work, due to causes not the fault of the Contractor, shall be excluded.

At the time of final payment, the contract time shall be increased in the same proportion as the cost of the actually completed quantities bears to the cost of the originally estimated quantities in the proposal. Such increase in the contract time shall not consider either cost of work or the extension of contract time that has been covered by a change order or supplemental agreement. Charges against the contract time will cease as of the date of final acceptance.

c. When the contract time is a specified completion date, it shall be the date on which all contract work shall be substantially completed.

If the Contractor finds it impossible for reasons beyond his/her control to complete the work within the contract time as specified, or as extended in accordance with the provisions of this subsection, he may, at any time prior to the expiration of the contract time as extended, make a written request to the Engineer for an extension of time setting forth the reasons which he believes will justify the granting of his/her request. Requests for extension of time on calendar day projects, caused by inclement weather, shall be supported with National Weather Bureau data showing the actual amount of inclement weather exceeded which could normally be expected during the contract period. The Contractor’s plea that insufficient time was specified is not a valid reason for extension of time. If the Engineer finds that the work was delayed because of conditions beyond the control and without the fault of the Contractor, he may extend the time for completion in such amount as the conditions justify. The extended time for completion shall then be in full force and effect, the same as though it were the original time for completion.

80-08 FAILURE TO COMPLETE ON TIME. For each partial calendar day or partial working day, as specified in the contract, that any work remains uncompleted after the contract time (including all extensions and adjustments as provided in the subsection titled DETERMINATION AND EXTENSION OF CONTRACT TIME of this Section) the sum of TWO THOUSAND DOLLARS ($2,000.00) will be deducted from any money due or to become due the Contractor or his/her surety. Such deducted sums shall not be deducted as a penalty but shall be considered as liquidation of a reasonable portion of damages including but not limited to additional engineering services that will be incurred by the Owner should the Contractor fail to complete the work in the time provided in his/her contract.
Permitting the Contractor to continue and finish the work or any part of it after the time fixed for its completion, or after the date to which the time for completion may have been extended, will in no way operate as a waiver on the part of the Owner of any of its rights under the contract.

80-09 DEFAULT AND TERMINATION OF CONTRACT.

1. The Contractor shall be considered in default of his/her contract and such default will be considered as cause for the Owner to terminate the contract for any of the following reasons if the Contractor:
   a. Fails to begin the work under the contract within the time specified in the “Notice to Proceed,” or
   b. Fails to perform the work or fails to provide sufficient workers, equipment or materials to assure completion of work in accordance with the terms of the contract, or
   c. Performs the work unsuitably or neglects or refuses to remove materials or to perform anew such work as may be rejected as unacceptable and unsuitable, or
   d. Discontinues the prosecution of the work, or
   e. Fails to resume work which has been discontinued within a reasonable time after notice to do so, or
   f. Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency, or
   g. Allows any final judgment to stand against him unsatisfied for a period of 10 days, or
   h. Makes an assignment for the benefit of creditors, or
   i. For any other cause whatsoever, fails to carry on the work in an acceptable manner.

2. Should the Engineer consider the Contractor in default of the contract for any reason hereinbefore, he shall immediately give written notice to the Contractor and the Contractor’s surety as to the reasons for considering the Contractor in default and the Owner’s intentions to terminate the contract.

3. If the Contractor or surety, within a period of 10 days after such notice, does not proceed in accordance therewith, then the Owner will, upon written notification from the Engineer of the facts of such delay, neglect, or default and the Contractor’s failure to comply with such notice, have full power and authority without violating the contract, to take the prosecution of the work out of the hands of the Contractor. The Owner may appropriate or use any or all materials and equipment that have been mobilized for use in the work and are acceptable and may enter into an agreement for the completion of said contract according to the terms and provisions thereof, or use such other methods as in the opinion of the Engineer will be required for the completion of said contract in an acceptable manner.

4. Termination of Contract:
   a. The Owner may, by written notice, terminate this contract in whole or in part at any time, either for the Owner's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services shall be immediately discontinued (unless the notice directs otherwise)
and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the Owner.

b. If the termination is for the convenience of the Owner, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services.

c. If the termination is due to failure to fulfill the contractor's obligations, the Owner may take over the work and prosecute the same to completion by contract or otherwise. In such case, the contractor shall be liable to the Owner for any additional cost occasioned to the Owner thereby.

d. If, after notice of termination for failure to fulfill contract obligations, it is determined that the contractor had not so failed, the termination shall be deemed to have been effected for the convenience of the Owner. In such event, adjustment in the contract price shall be made as provided in paragraph b of this clause.

e. The rights and remedies of the Owner provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

5. All costs and charges incurred by the Owner, together with the cost of completing the work under contract, will be deducted from any monies due or which may become due the Contractor. If such expense exceeds the sum which would have been payable under the contract, then the Contractor and the surety shall be liable and shall pay to the Owner the amount of such excess.

80-10 TERMINATION FOR NATIONAL EMERGENCIES. The Owner shall terminate the contract or portion thereof by written notice when the Contractor is prevented from proceeding with the construction contract as a direct result of an Executive Order of the President with respect to the prosecution of war or in the interest of national defense.

When the contract, or any portion thereof, is terminated before completion of all items of work in the contract, payment will be made for the actual number of units or items of work completed at the contract price or as mutually agreed for items of work partially completed or not started. No claims or loss of anticipated profits shall be considered.

Reimbursement for organization of the work, and other overhead expenses, (when not otherwise included in the contract) and moving equipment and materials to and from the job will be considered, the intent being that an equitable settlement will be made with the Contractor.

Acceptable materials, obtained or ordered by the Contractor for the work and that are not incorporated in the work shall, at the option of the Contractor, be purchased from the Contractor at actual cost as shown by receipted bills and actual cost records at such points of delivery as may be designated by the Engineer.

Termination of the contract or a portion thereof shall neither relieve the Contractor of his/her responsibilities for the completed work nor shall it relieve his/her surety of its obligation for and concerning any just claim arising out of the work performed.

80-11 WORK AREA, STORAGE AREA AND SEQUENCE OF OPERATIONS. The Contractor shall obtain approval from the Engineer prior to beginning any work in all areas of the airport. No operating runway, taxiway, or Air Operations Area (AOA) shall be crossed, entered, or obstructed while it is operational. The Contractor shall plan and coordinate his/her work in such a manner as to insure safety and a minimum of hindrance to flight operations. During the work of this Contract, the Owner will make such arrangements to coordinate aircraft movements and Airport operations as necessary to
conform to the construction procedures outlined in the Construction Safety and Phasing Plan, and as shown on the Contract Drawings. The Contractor shall give adequate notice to the Engineer, so as to afford time to coordinate construction with the Owner. All Contractor equipment and material stockpiles shall be stored at locations determined during construction such that they do not interfere with an active runway or taxiway. No equipment will be allowed to park within the approach area of an active runway at any time.

See Attachment “A”- Construction Safety Phasing Plan (CSPP) at the end of this section.

END OF SECTION 80
ATTACHMENT “A”

TO

SECTION 80

CONSTRUCTION SAFETY AND PHASING PLAN (CSPP)

FOR THE CONSTRUCTION OF

CONSTRUCT PERIMETER FENCE – PHASE I

AT

REEDLEY MUNICIPAL AIRPORT
CITY OF REEDLEY, CALIFORNIA

FAA AIP NO.: 3-06-0196-15-2013 (D)
FAA AIP NO.: 3-XX-XXXX-XX (C)
CALTRANS PROJECT NO.: ________

MAY 2014
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CONSTRUCTION AND SAFETY PHASING PLAN (CSPP)

1.0 PURPOSE.

Aviation safety is the primary consideration at airports, especially during construction. The airport owner’s Construction Safety and Phasing Plan (CSPP) and the contractor’s Safety Plan Compliance Document (SPCD) are the primary tools to ensure safety compliance when coordinating construction activities with airport operations. These documents identify all aspects of the construction project that pose a potential safety hazard to airport operations and outline respective mitigation procedures for each hazard.

The CSPP sets forth benchmarks and requirements for the project to help ensure the highest levels of safety, security and efficiency at the airport at the time of construction. Requirements for this CSPP were developed from FAA Advisory Circular (AC) 150/5370-2 Operational Safety on Airports During Construction, latest edition.

The CSPP is a standalone document, written to correspond with the safety and security requirements set forth in the AC, the airport safety and security requirements, and local codes and requirements. The CSPP is to be used by all personnel involved in the project. The CSPP covers the actions of not only the construction personnel and equipment, but also the action of inspection personnel and airport staff.

This document has been developed in order to minimize interruptions to airport operations, reduce construction costs, and maximize the performance and safety of construction activity. Strict adherence to the provisions of the CSPP by all personnel assigned to or visiting the construction site is mandatory.

The Contractor shall submit a Safety Plan Compliance Document (SPCD) to the airport owner describing how the Contractor will comply with the requirements set forth in this CSPP. The SPCD must be submitted to the airport owner with the Proposal.

In the event the Contractor’s activities are found in non-compliance with the provisions of the CSPP or the SPCD, the Airport Owner’s Representative will direct the Contractor, in writing, to immediately cease those operations in violation. In addition, a safety meeting will be conducted for the purpose of reviewing those provisions in the CSPP/SPCD which were violated. The Contractor will not be allowed to resume any construction operations until conclusion of the safety meeting and all corrective actions have been implemented.

2.0 SCOPE OF PROJECT AND CSPP.

The proposed project generally includes the removal and replacement of a portion of the existing perimeter fencing.

Safety, maintaining aircraft operations, and construction costs are all interrelated. Since safety must not be compromised, the airport owner must strike a balance between maintaining aircraft operations and construction costs. This balance will vary widely depending on the operational needs and resources of the airport and will require early coordination with airport users and the FAA. As the project design progresses, the necessary construction locations, activities and associated costs will be identified. As they
are identified, their impact to airport operations must be assessed. Adjustments are made to the proposed construction activities, often by phasing the project and/or to airport operations in order to maintain operational safety. This planning effort will ultimately result in a project CSPP. The development of the CSPP takes place through the following five steps:

1. Identify Affected Areas
2. Describe Current Operations
3. Allow for Temporary Changes to Operations
4. Take Required Measures to Revise Operations
5. Manage Safety Risk

3.0 PLAN REQUIREMENTS.

3.1 COORDINATION. The following items shall be coordinated as required:

a. Pre-construction Meeting. A preconstruction meeting will be conducted to discuss operational safety, testing, quality control, quality acceptance, security, safety, labor requirements, environmental factors, and other issues. All parties affected by the construction will be asked to attend including, but not limited to, the airport owner, tenants, contractor, subcontractors and Engineer.

At the preconstruction meeting, the Contractor shall submit a plan of operation and schedule of work to the Engineer for approval. The Contractor’s plan of operation shall indicate, in detail, the amount of construction planned and the number of shifts and/or overtime operations proposed for the project. The schedule of work shall clearly indicate the sequence of work to be performed. The Contractor shall conform, at all times, to the requirements of these provisions and with current safety practices, rules, regulations and security requirements of Airport Owner. The preconstruction meeting will be held prior to issuance of a Notice to Proceed.

b. Contractor Progress Meetings. A minimum of one progress meeting to discuss scheduling and coordination shall be held each week unless otherwise directed by the Airport Owner, throughout the duration of the Contract, between the Airport Owner, Contractor, Engineer and any other interested parties at a time and place to be designated by the Engineer. These meetings shall include a detailed discussion of construction phasing and safety with regard to the Contractor’s compliance with the requirements stipulated in the Contract Documents.

In attendance at these meetings shall be a Contractor's representative with the authority to make decisions concerning the scheduling and coordination of work. Progress meetings shall be facilitated by the Engineer. Operational safety shall be a standing agenda item during progress meetings throughout the construction project.

c. Scope or Schedule Changes. Changes in the Scope of Work or Project Schedule shall be governed by Section 40 and Section 80 of the Contract Documents. Any proposed change that results in a deviation from the established CSPP as expressed by the Contract Documents must be submitted to the FAA and Owner for review and approval. FAA review and approval can be expected to take sixty business days.
d. Payment. The cost of complying with the requirements of this section, including but not limited to scheduling and all security requirements shall be considered incidental to other bid items.

3.2 PHASING.

a. Phase Elements (Work Area(s))

**Work Area Descriptions:** The work of the project has one work area, which includes all the work associated with the replacement of the existing chain link fence along the western airport property line.

b. Construction Safety Drawings (Construction and Operating Requirements)

The Contractor shall obtain approval from the Engineer prior to beginning any work in all areas of the airport. No work is expected on runways or taxiways during this project. No active runway or taxiway shall be crossed, entered, or obstructed at any time. The Contractor shall plan and coordinate his/her work in such a manner as to insure safety and a minimum of hindrance to airport operations. All Contractor equipment and material stockpiles shall be stored at locations determined during construction or as shown on the Construction Safety Drawings (Appendix 1). No equipment will be allowed to park within the approach area of an active runway at any time.

During the work under this Contract, the Owner will make such arrangements to coordinate aircraft movements and Airport operations as necessary to conform to the construction procedures as outlined below and as shown on the Contract Drawings. The Contractor shall give adequate notice to the Engineer, so as to afford time to coordinate construction with the Owner. No work shall proceed in any area without prior approval.

The Contractor shall always confine construction operations to the contractor work area and designated haul routes. Contractor personnel, equipment, stored materials, subcontractors and suppliers will not be allowed on any other area within the Air Operations Area and within the Airport boundaries without prior approval of the Owner or Engineer.

The Engineer will perform a visual site assessment before the Contractor occupies the contractor work area. The Contractor shall be held responsible for all repairs and cleanup costs incurred as a result of the Contractor’s construction operations. Restoration shall be the complete return of all work areas to the original conditions.

Prior to the start of construction operations, the Contractor shall perform the following:

- Coordinate issuing Notices to Airmen (NOTAM) with the Airport Owner and Engineer for the construction activities involved at least 48 hours in advance of the work, if necessary.

At the conclusion of construction operations, the Contractor shall perform the following:
• Remove barricades as indicated on the Work Phasing Plans (Construction Safety Drawings).
• Clean all paved surfaces in accordance with Item M-100, Maintenance and Protection of Traffic.
• Coordinate cancellation of the NOTAMs with the Airport Owner and Engineer.

3.3 AREAS AND OPERATIONS AFFECTED BY THE CONSTRUCTION ACTIVITY.

Contractor, subcontractor, and supplier employees or any other unauthorized persons shall be restricted from entering an active airport operating area without previous permission from the Airport Owner and the Aircraft Control Tower.

In an emergency situation, the Owner or other designated airport representative may order the Contractor to suspend operations; move personnel, equipment, and materials to a safe location; and stand by until aircraft use is completed.

The Contractor shall cooperate with the airport users through the Engineer, in coordination with airport operations, in scheduling the operations to provide adequate clearance for safe aircraft parking, fueling, maintenance, loading or unloading, maneuvering, taxing operations, or other aircraft operations.

a. Identification of Affected Areas

The following is a summary of impacts to the Airport Operations Areas resulting from the proposed construction and work phasing:

Not Applicable

b. Mitigation of effects.

This CSPP has established specific requirements and operational procedures necessary to maintain the safety and efficiency of airport operations during the construction of this project.

All coordination pertaining to airport operations during construction will go through the Owner’s Representative and the Airport Operations Manager. Any required NOTAM’s to be issued will be sent through the Owner’s Representative and issued by Airport Operations.

i. Temporary Changes to runway and/or taxiway operations:

Any affected Airport Operations Areas identified in the previous section for reduced access or identified as being closed entirely to aircraft traffic, will be barricaded by the use of low profile, lighted barricades placed as shown in the exhibits provided in Appendix 1. In addition, required NOTAM’s shall be issued on the various temporary changes to aircraft access through the affected areas.

ii. Detours for emergency and other airport vehicles:

The project work site shall remain open to all emergency vehicles in emergency situations. The contractor is required to maintain access in and around the project.
work area for all emergency vehicles. Proper routing of this traffic will be effectively communicated to all supervisory personnel involved in the construction project.

iii. **Maintenance of essential utilities:**
Special attention shall be given to preventing unscheduled interruption of utility services and facilities. Where required due to construction purposes, the Owner and FAA shall locate all of their underground utilities. It is the Contractor's responsibility to have the locations of cabling and other underground utilities marked prior to beginning excavation or digging. Any locations provided by the Owner or FAA are approximate locations and the Contractor shall verify all locations prior to beginning excavations. When an underground cable or utility is damaged due to the Contractor’s negligence the Contractor shall immediately repair the affected cable or utility at his/her own expense. Full coordination between airport staff, field inspectors, and construction personnel will be exercised to ensure that all airport power and control cables are fully protected prior to any excavation.

### 3.4 PROTECTION OF NAVIGATIONAL AIDS (NAVAIDS).

Before commencing construction activity, parking vehicles, or storing construction equipment and materials near a NAVAID, coordination with the appropriate FAA ATO to evaluate the effects of construction activity and the required distances and direction from the NAVAID is required. Construction activities, materials/equipment storage, and vehicle parking near electronic NAVAIDs are not anticipated in this project.

### 3.5 CONTRACTOR ACCESS.

This section of the CSPP details the areas to which the contractor must have access, and how contractor personnel will access those project work areas.

a. **Location of stockpiled construction materials.**

The Contractor shall store material and equipment and schedule his operations for work to be done so that no unauthorized interference to normal Airport operations will result there from. Construction operations shall not be conducted in a manner to cause interference with Airport Operations. Stockpiled materials and equipment storage are not permitted within the Runway Safety Area/ Taxiway Safety Area (RSA/TSA), Obstacle Free Zone (OFZ) or Object Free Area (OFA) of an operational runway or taxiway. Stockpiled construction materials must be located inside the contractor staging area as shown on the Construction Safety Drawings (Appendix 1) unless otherwise approved by the Engineer.

Stockpiled material shall be constrained in a manner to prevent movement resulting from either aircraft jet blast or wind conditions in excess of ten miles per hour. In addition, stockpiled material shall have silt fence located around the material to prevent Foreign Object Debris (FOD) from moving onto the airfield pavements or polluting watercourses.

Open trenches exceeding 3 inches in depth and 5 inches in width or stockpiled material are not permitted within the limits of safety areas of operational runways or taxiways. Stockpiled
material shall not be permitted within the protected areas of the runways, or allowed to penetrate into any of the protected airspace.

Spoil and Disposal Areas: Spoil shall be disposed of offsite by the contractor unless otherwise shown or specified. The Contractor shall submit the "Spoils Deposition Release Form" for any spoils which are transported from the project site. A copy of the form can be found in Appendix 4. No direct payment will be made for spoiling and disposal operations. The cost of spoiling material on site, or of spoiling material off-site, shall be considered incidental to this Contract and the costs shall be included in the various pay items involved.

b. **Vehicle and pedestrian operations.** *Vehicle and pedestrian access routes for airport construction projects must be controlled to prevent inadvertent or unauthorized entry of persons, vehicles, or animals onto the Air Operations Area (AOA).*

The airport owner will coordinate requirements for vehicle operations with the affected airport tenants. Specific vehicle and pedestrian requirements for this project are as follows:

All construction vehicles and personnel shall be restricted to the immediate work areas specified by the contract for this project. These areas include the haul routes into the work area, the designated contractor staging area and the apron area under construction. Use of alternate haul routes or staging areas by the contractor shall not be permitted without prior notification and approval by the Owner’s Representative.

i. **Construction Site Parking:**

The Contractor’s personal vehicle parking area shall be in the contractor staging area, as shown on the Construction Safety Drawings (Appendix 1). Contractor personal vehicles will not be allowed inside the airport fence Air Operations Area (AOA) or secured area.

A staging area, as indicated on the Contract Drawings, will be provided where the Contractor may set up a field office and store equipment and materials. The Contractor shall make his own arrangements for, and bear all costs of required utilities. The Contractor shall use and maintain the site in accordance with requirements of the Owner. Upon completion of work, the Contractor's staging area shall be removed and the area cleaned and restored to original or better condition.

ii. **Construction Equipment Parking:**

The Contractor’s equipment storage area shall be in the contractor staging area as shown on the Construction Safety Drawings (Appendix 1). The Contractor’s equipment and construction vehicles shall be restricted to the construction site or storage areas during construction and parked in the equipment storage area during non-working periods. Maximum allowable equipment height in the staging area shall be 12 feet. Maximum allowable equipment height in the work areas shall be 12 feet. Contractor must service all construction vehicles within the limits of the project work area or the Contractor’s Staging Area. Parked construction vehicles must be outside the OFA and never in the safety area of an active runway or taxiway. Inactive
equipment must not be parked on closed taxiways or runways. If it is necessary to leave specialized equipment on a closed taxiway or runway at night, the equipment must be well lighted. Employees shall also park construction vehicles outside the OFA when not in use by construction personnel (for example, overnight, on weekends, or during other periods when construction is not active). Parking areas must not obstruct the clear line of sight by the ATCT, as applicable, to any taxiways or runways under air traffic control nor obstruct any runway visual aids, signs, or navigation aids.

iii. Access and Haul Roads:

The Contractor shall clear, construct and maintain haul routes as required for the prosecution of the work. The haul routes and access points shall only be in the locations approved by the Engineer and the Owner or as shown on the Construction Safety Drawings (Appendix 1).

Access or haul routes used by contractor vehicles must be clearly marked to prevent inadvertent entry to areas open to airport operations. Construction traffic must remain on the designated haul routes, never straying from the approved paths. Haul and access routes shall be clearly delineated with temporary marking and signage by the Contractor. Signage and marking placement shall be reviewed and approved by the Engineer and Owner prior to being put into service. The Contractor shall fully describe the appropriate access routes to all his/her employees, subcontractors and material delivery personnel.

The Contractor shall be responsible for maintaining existing haul routes. At the completion of the project, these areas shall be returned to their original lines and grades and shall be restored to a condition equal to or better than original. All non-paved areas that are disturbed by Contractor’s haul roads, staging area, etc., located outside of the seeding limits shown on the plans shall be re-seeded and restored to their original or better condition by the Contractor at no additional cost to the Owner.

The Contractor shall coordinate haul routes, closures and schedules with other projects which may be underway during the same time period as this contract.

The Contractor shall control and coordinate the material (supplies) that are hauled to and from the work area. Delivery of equipment and materials to the area of work shall be by way of the access route shown on the Construction Safety Drawings (Appendix 1) or designated by the Owner or Engineer.

The Contractor shall maintain all haul routes and work areas in a dust free condition at all times. The Contractor shall control dust from the construction operations by vacuum type sweeping, watering or other methods as approved by the Engineer. Contractor shall have equipment (in operating condition) on site, at all times, to control dust. If the Contractor fails to comply with this requirement, construction will be suspended until a plan for controlling the dust is approved by the Engineer. Landside haul routes, boulevards and drives shall be kept clean by use of a vacuum sweeper on a daily basis as required. Application of water on dirt or gravel haul
routes must be provided as often as necessary. Haul roads in any airport traffic areas must be especially monitored for dust and debris to prevent any potential Foreign Object Debris (FOD) situations.

Controlled access to the airfield must be maintained at all times. During work on the security access gate, traffic should be rerouted through the proposed emergency vehicle access gate.

The locations of any barricaded project limits, haul routes, Contractor Staging Areas, and associated safety and security details are provided graphically in the attached exhibits.

iv. Marking and Lighting of Vehicles:

When any vehicle or piece of equipment, other than one that has prior approval from the Owner, must operate on an airport, it shall be escorted and properly identified.

The Contractor shall limit access within the airport security fence to authorized vehicles. All authorized vehicles shall have a vehicle dash board placard permit issued by the Owner or an identification sign on both sides of the vehicle containing the Contractor’s company name. Private vehicles of the Contractor’s personnel must be parked outside the airport security fence and will not be allowed within the airport security fence at any time.

All vehicles operating on the airport and in the general vicinity of the safety area or in aircraft movement areas must be marked with flashing yellow/amber beacons or orange and white flags during daylight hours. During hours of darkness or low visibility they shall be marked with at least flashing yellow/amber beacons.

Beacons and flags must be maintained to standards and in good working and operational condition. Beacons must be located on the uppermost part of the vehicle structure, visible from any direction, and flash 75 +/− 15 flashes per minute. Flags shall be 3’ by 3’ with alternating 1’ by 1’ international orange and white squares, and shall be replaced by the contractor if they become faded, discolored, or ragged as determined by Airport Operations or the Owner’s Representative.

v. Description of Proper Vehicle Operations:

The Contractor shall be required to follow guidance on the additional identification and control of construction equipment per the Airport’s Security Plan. No Contractor’s vehicle or pedestrian crossing of active runways or taxiways will be allowed at any time during the work of this Contract, unless otherwise specified. No deviation from the pedestrian and vehicle routes to and from the Project Areas will be allowed unless specific permission has been granted by the Owner.

The ground movement of aircraft shall have the right-of-way at all times, and the Contractor’s vehicles and equipment shall yield to aircraft at all times.
vi. Required Escorts:

Airport escorts are not required for this project.

vii. Training Requirements for Vehicle Drivers:

Not applicable

viii. Situational Awareness:

Aircraft traffic will continue to use existing runways, aprons, and taxiways of the Airport during the time that work under a contract is being performed. The Contractor shall, at all time, conduct the work as to create no hindrance, hazard, or obstacle to aircraft using the Airport.

Vehicle drivers must confirm by personnel observation that no aircraft is approaching their position (either in the air or on the ground) when given clearance to cross a runway, taxiway, or any other area open to airport operations. In addition, it is the responsibility of the escort vehicle driver to verify the movement/position of all escorted vehicles at any given time.

ix. Two-way Radio Communication Procedures:

Two-way radio communications are not required between Contractors and the UNICOM frequency. Vehicular traffic shall not be allowed in or on an active movement area. Construction personnel may operate in movement areas provided a NOTAM is issued closing the area, and provided that the area is properly marked to prevent incursions.

x. Maintenance of the Secured Area of the Airport.

Airport owner and contractors must also maintain a high level of security during construction when access points are created in the security fencing to permit construction vehicle access. Temporary gates shall be equipped and/or manned by construction personnel to prevent unauthorized access by vehicles, animals or people. Procedures conforming to Airport security protocols should be in place to ensure that only authorized persons and vehicles have access to the AOA and to prohibit “piggybacking” behind another person or vehicle. Access shall be made available at all times to all airport emergency vehicles traveling to operations areas within the proximity of the construction work zone.

c. Security.

The Contractor shall be responsible for maintaining security at all access gates used during the project and will be held liable by the Owner for any breach of security. The Contractor shall be required to post a guard at the gate to open and close the gate for personnel and equipment. No gate shall be left open. Guard shall be responsible for ensuring that no
unauthorized persons or vehicles enter the secure area. Airport owner and contractors must take care to maintain security during construction when access points are created in the security fencing to permit the passage of construction vehicles or personnel. Temporary gates shall be equipped so they can be securely closed and locked to prevent access by animals and unauthorized people. Procedures should be in place to ensure that only authorized persons and vehicles have access to the AOA and to prohibit “piggybacking” behind another person or vehicle.

The Contractor shall be required to maintain security and comply with the Transportation Security Administration Security Rules and Regulations throughout the duration of the project. The Contractor and the Surety shall indemnify and save harmless the Owner, Engineer and third party or political subdivision from any and all breaches of security and shall indemnify the Owner for any fines, expenses and damages which it may be obliged to pay by reason of any breach of security resulting from the Contractor's actions at any time during the prosecution of the work. Such breaches of security are subject to fines by the Transportation Security Administration of up to ten thousand dollars ($10,000) per incident.

3.6 WILDLIFE MANAGEMENT.

Construction contractors must carefully control and continuously remove waste or loose materials that might attract wildlife. Contractor personnel must be aware of and avoid construction activities that can create wildlife hazards on airports.

a. **Trash.** Food scraps from construction personnel activity must be collected and disposed of at a proper facility.

b. **Standing water.** Water shall not be allowed to collect and pool for more than any single 24-hour period. Temporary grading may be required to promote drainage during daily operations as well as between work phases.

c. **Tall grass and seeds.** The use of millet seed in turfing and seeding operations shall not be permitted.

d. **Poorly maintained fencing and gates.** The Contractor shall maintain a constant secure perimeter to the airfield, including continuous security perimeter fencing and gates (if applicable).

e. **Disruption of existing wildlife habitat.** Not applicable to this project.

Contractor shall take immediate remedial action to remove wildlife attractants should any occurrence be noted. Contractor shall immediately report to the Engineer and Owner should any wildlife congregation be noted, and in particular if mammals enter the airport through the construction gate.

3.7 FOREIGN OBJECT DEBRIS (FOD) MANAGEMENT.
Special care and measures shall be taken to prevent Foreign Object Debris (FOD) damage when working in an airport environment. Waste and loose materials, commonly referred to as FOD, are capable of causing damage to aircraft landing gears, propellers, and jet engines. The Contractor shall be responsible for implementing an approved FOD Management Plan prior to the start of construction activities. The FOD Management Plan will have procedures for prevention, regular cleanup, and containment of construction material and debris. The Contractor will ensure all vehicles related to the construction project using paved surfaces in the AOA shall be free of any debris that could create a FOD hazard. Special attention will be given to the cleaning of cracks and pavement joints. All taxiways, aprons, and runways must remain clean. Waste containers with attached lids shall be required on construction sites.

Special attention should be given to securing lightweight construction material (concrete insulating blankets, tarps, insulation, etc.). Specific securing procedures and/or chainlink enclosures may be required.

Contractors will provide their own equipment for vehicle and equipment washing and clean up.

Immediate access to a power sweeper is required when construction occurs on any pavement area inside the AOA, unless an appropriate alternative has been approved by the Owner’s Representative and Airport Operations Manager.

3.8 HAZARDOUS MATERIALS (HAZMAT) MANAGEMENT.

Contractors operating construction vehicles and equipment on the airport must be prepared to expeditiously contain and clean-up spills resulting from fuel, hydraulic fluid, or other chemical fluid leaks. Transport and handling of other hazardous materials on an airport also requires special procedures. To that end, the Contractor is required to develop a spill prevention plan and response procedures for vehicle operations prior to the start of construction activities. This includes maintenance of appropriate MSDS data and appropriate prevention and response equipment on-site.

Fueling Procedures and Spill Recovery Procedures shall be in accordance with Fire Code, latest edition, and the National Fire Protection Association standard procedures for spill response, latest edition. If fueling is to take place in the staging area, it must be away from catch basins. Contractor must have spill containment kits on site.

In the event of a fuel spill or the spill of other hazardous materials, the Contractor shall immediately notify the Owner and the Engineer, the Environmental Protection Agency, the Owner and the Engineer.

Contractor shall abide by the specific requirements contained in the Technical Specifications of this contract.

3.9 NOTIFICATION OF CONSTRUCTION ACTIVITY.

The following is information and procedures for immediate notification of airport users and the FAA of any conditions adversely affecting the operational safety of the airport.
a. **Maintenance of a list of Responsible Representatives/ Point of contact.** A list of responsible representatives and points of contact shall be created by the Engineer, the Airport and the Contractor prior to the start of construction. This list shall be compiled as part of the project pre-construction meeting agenda. Procedures will be established to contact all parties, including after regular work hours. Updates will be made to the list throughout the project duration by the Engineer. Contractor points of contact shall be incorporated into the contractor’s SPCD.

b. **Notices to Airman (NOTAM).** Only the airport owner may initiate or cancel NOTAMs on airport conditions, and is the only entity that can close or open a runway or taxiway. The airport owner must coordinate the issuance, maintenance, and cancellation of NOTAMs about airport conditions resulting from construction activities with tenants and the local air traffic facility (control tower, approach control, or air traffic control center), and must provide information on closed or hazardous conditions on airport movement areas to the FAA Flight Service Station (FSS) so it can issue a NOTAM. The airport owner must file and maintain a list of authorized representatives with the FSS. Only the FAA may issue or cancel NOTAMs on shutdown or irregular operation of FAA owned facilities. Any person having reason to believe that a NOTAM is missing, incomplete, or inaccurate must notify the airport owner. See Section 3.14 regarding issuing NOTAMs for partially closed runways versus runways with displaced thresholds.

Any NOTAMs for planned airfield closures for this project must be coordinated through the airport manager and the airports duly appointed construction management representative.

Reference Section 3.2 for planned closures for this project, which require issuance of a NOTAM.

c. **Emergency Notification Procedures.** In the event of an aircraft emergency, severe weather conditions, or any issue as determined by the Airport that may affect aircraft operations, the Contractor’s personnel and/or equipment may be required to immediately vacate the area(s) affected. Points of contact for the various parties involved with the project shall be identified and shared at the pre-construction meeting among the various parties. Emergency points of contact shall be incorporated into the contractor’s SPCD.

d. **Accidents.** The Contractor shall provide at the site such equipment and medical facilities as are necessary to supply first aid service to anyone who may be injured in connection with the work. The Contractor must promptly report in writing to the Engineer all accidents whatsoever arising out of, or in connection with, the performance for the work, whether on or adjacent to the site which caused death, personal injury or property damages, giving full details and statements of witnesses. In addition, if death or serious injuries or serious damages are caused, the accident shall be reported immediately by telephone or messenger to both the Engineer and the Owner.

If any claim is made by anyone against the Contractor or any Subcontractor on account of any accident, the Contractor shall promptly report the facts in writing to the Engineer giving full details of the claims.
e. **Coordination with Emergency Personnel.** The contractor shall coordinate, through the duly appointed airport representative, with emergency personnel, mutual aid providers and other emergency services if construction requires the following:

- The deactivation and subsequent reactivation of water lines or fire hydrants, or
- The re-routing, blocking and restoration of emergency access routes, or
- The use of hazardous materials on the airfield.

Procedures and methods for addressing any planned or emergency response actions on the airfield concerning this project shall be established and implemented prior to the start of construction.

f. **Notification to the FAA.**

i. **Part 77.** Any person proposing construction or alteration of objects that affect navigable airspace, as defined in Part 77, must notify the FAA. This includes construction equipment and proposed parking areas for this equipment (i.e. cranes, graders, other equipment) on airports. FAA Form 7460-1, Notice of Proposed Construction or Alteration, is used for this purpose and submitted to the appropriated FAA Airports Regional or District Office. A 7460-1 form for this project has been completed and submitted by the Airport Owner [Engineer] for using equipment with a maximum height of x feet. A new 7460-1 form must be submitted to the FAA for review and comment for any equipment which the Contractor will use which is taller than the equipment used in the above 7460-1 submission. The [Owner] [Engineer] will be responsible for submitting the new 7460-1 form to the FAA. To that end, the Contractor shall identify the equipment in his SPCD, including the maximum height it will extended to during construction, the area(s) in which the equipment will be used, and the duration the equipment will be used.

ii. **Part 157.** It is not anticipated that Part 157 notifications will be required for this project.

iii. **NAVAIDS.** For emergency (short-notice) notification about impacts to both airport owned and FAA owned NAVAIDs, contact: 866-432-2622.

1. **Airport owned/FAA maintained.** If construction operations require a shutdown of more than 24 hours, or more than 4 hours daily on consecutive days, of a NAVAID owned by the airport but maintained by the FAA, provide a 45-day minimum notice to FAA ATO/Technical Operations prior to facility shutdown.

2. **FAA owned.** The airport owner must notify the appropriate FAA ATO Service Area Planning and Requirements (P&R) Group a minimum of 45 days prior to implementing an event that causes impacts to NAVAIDs. (Impacts to FAA equipment covered by a Reimbursable Agreement (RA) do not have to be reported by the airport owner). Coordinate work for an FAA owned NAVAID shutdown with the local FAA ATO/Technical Operations office, through the Engineer, including any necessary reimbursable agreements and flight checks. Detail procedures that address unanticipated utility outages and cable cuts that could impact FAA NAVAIDs. In addition, provide seven days notice to schedule the actual shutdown.
3.10 INSPECTION REQUIREMENTS.

a. **Daily (or more frequent) inspections.** Inspections shall be conducted by the Contractor at least daily, but more frequently if necessary, to ensure conformance with the CSPP. A sample checklist is provided in Appendix 2 of this document. In addition to Contractor’s required inspections, airport operations will inspect the construction site once a week to ensure compliance with the CSPP and the SPCD. The Owner’s Representative will have a part-time inspector monitoring activity throughout construction. Promptly take all actions necessary to prevent or remedy any unsafe or potentially unsafe conditions as soon as they are discovered.

b. **Final inspections.** A final inspection with the Owner’s Representative, Airport and Contractor will take place prior to allowing airport operations.

3.11 UNDERGROUND UTILITIES.

Special attention shall be given to preventing unscheduled interruption of utility services and facilities. Where required due to construction purposes, the FAA shall locate all of their underground cables. The Contractor shall locate and/or arrange for the location of all the underground cables. When an underground cable is damaged due to the Contractor’s negligence the Contractor shall immediately repair the cable affected at his/her own expense. Full coordination between airport staff, field inspectors, and construction personnel will be exercised to ensure that all airport power and control cables are fully protected prior to any excavation. Locations of cabling will be marked prior to beginning excavation.

Prior to opening an excavation, effort shall be made to determine whether underground installation: i.e., sewer, water, fuel, electric lines, etc., will be encountered, and if so, where such underground installations are located. When the excavation approaches the approximate locations of such an installation, the exact locations shall be determined by careful hand probing or hand digging, and/or use of a vacuum truck, and when it is uncovered, adequate protection shall be provided for the existing installation. All known owners of underground facilities in the area concerned shall be advised of proposed work at least 48 hours prior to the start of actual excavation.

The information concerning underground utilities was compiled from information and sketches furnished by or obtained from utility companies and the Airport. The Owner and the Engineer do not guarantee their accuracy. The Contractor is advised to determine the exact locations from the available sources of information or provide his own means of detection. The only case in which the Engineer will consider redesign or relocation of a proposed facility in the project is when an existing utility is located within the construction limits. In this case, the Engineer will work with the Airport Owner to determine the appropriate action to resolve the conflict. If such relocation is impossible, the Engineer will consider re-design or relocation of the proposed facilities. In both cases, Contractor shall be responsible for all underground utilities and shall not be separately compensated for delays or extra cost.

3.12 PENALTIES.
Failure on the part of the contractor to adhere to prescribed requirements may have consequences that jeopardize the health, safety or lives of customers and employees at the airport. The Airport may issue warnings on the first offense based upon the circumstances of the incident. Individuals involved in non-compliance violations may be prohibited from working at the airport, pending an investigation of the matter.

Penalties for violations related to airport safety and security procedures will be established by the Airport.

Note: project shutdown or misdemeanor citations may be issued on a first offense. When construction operations are suspended, activity shall not resume until all deficiencies are rectified.

3.13 SPECIAL CONDITIONS.

In the event of an aircraft emergency, the Contractor’s personnel and/or equipment may be required to immediately vacate the area. The Contractor will receive notification from airport operations when special conditions require the construction site to be vacated. In any event, extreme care should be exercised should construction personnel identify any ARFF (Airport Rescue and Fire-Fighting) or other emergency or rescue vehicle moving toward the Runway with emergency lights displayed. This will generally mean that an emergency situation is imminent.

Special conditions that could require suspension of the construction work include the following: aircraft in distress, aircraft accident, security breach, VIP operation, vehicle/pedestrian deviation, severe weather, or failing to abide by this Construction Safety and Phasing Plan and/or the Safety Plan Compliance Document.

3.14 RUNWAY AND TAXIWAY VISUAL AIDS.

This topic includes marking, lighting, signs, and visual NAVAIDs. Those areas where aircraft will be operating shall be clearly and visibly separated from construction areas, including closed runways. Throughout the duration of the construction project, the Contractor shall inspect and verify that these areas remain clearly marked and visible at all times and that marking, lighting, signs and visual NAVAIDs remain in place and operational.

a. General. Airport markings, lighting, signs, and visual NAVAIDs must be clearly visible to pilots, not misleading, confusing, or deceptive. All must be secured in place to prevent movement by prop wash, jet blast, wing vortices, or other wind currents and constructed of materials that would minimize damage to an aircraft in the event of inadvertent contact.

Marking and lighting for a temporary threshold is not required.

Closed runway markings and lighting are not required.

b. Markings. Markings must be in compliance with the standards of AC 150/5340-1, Standards for Airport Markings, current edition, and the drawings and technical specifications of this project.
c. **Lighting and visual NAVAIDs.** All taxiway edge lights in those sections of taxiways closed to aircraft traffic will be either de-energized or blacked out by use of an appropriately cut length of PVC pipe. Centerline lighting, if present, that conflicts with the temporarily relocated or closed taxiway routing shall be either de-energized, removed from the circuit by use of jumpers or as detailed in the project drawing set.

d. **Signs.** Signs must be in conformance with AC 150/5345-44, Specification for Runway and Taxiway Signs and AC 150/5340-18, Standard for Airport Sign Systems, current edition. Airfield signage will be installed and/or replaced along impacted taxiways and taxilanes.

e. **Maintenance of Airport Lighting.** All existing airfield lighting circuits shall be maintained in full operation throughout the period of this Contract. Where disconnections are required, such work shall be scheduled at such times and in such a manner as approved by the Owner. The Contractor is required to allow the full use of airfield lighting circuits in open movement areas during night operations and during periods of low visibility. The Contractor shall provide such temporary lights and cables as required to maintain full use of existing airfield lighting circuits. Temporary above ground lighting cables, if approved, shall be delineated with stakes and flagging at the direction of the Engineer.

   All circuits in the vicinity of the work area shall be tested prior to, during and after construction. The Contractor shall furnish all necessary equipment and appliances for testing the airport electrical systems and underground cable circuits as specified below. The Contractor shall perform all tests in the presence of the Engineer. The Contractor shall demonstrate the electrical characteristics to the satisfaction of the Engineer. All costs for testing are incidental and shall be at the sole expense of the Contractor. For phased projects, the tests must be completed by phase and results meeting the specifications below must be maintained by the Contractor throughout the entire project as well as during the ensuing warranty period.

   Earth resistance testing methods shall be submitted to the Engineer for approval. Earth resistance testing results shall be recorded on an approved form and testing shall be performed in the presence of the Engineer. All such testing shall be at the sole expense of the Contractor. Should the counterpoise or ground grid conductors be damaged or suspected of being damaged by construction activities the Contractor shall test the conductors for continuity with a low resistance ohmmeter. The conductors shall be isolated such that no parallel path exists and tested for discontinuity. The Engineer shall approve of the test method selected. All such testing shall be at the sole expense of the Contractor.

   The test equipment for insulation resistance shall be an insulation resistance tester (1,000V megger) with a digital readout. The instrument shall provide a 500 volt test for insulation resistance with a meter range of 0 to 500 megohms. The Contractor shall test, demonstrate and record to the satisfaction of the Engineer the following:

   a. **Test Requirements Prior to Construction.**
(1) Test all circuits within the work area for continuity and insulation resistance to ground, at the electrical building, in the presence of the Engineer and the Owner.

(2) Provide a copy of the test results to the Engineer and the Owner.

(3) Check that all circuits are properly connected in accordance with applicable wiring diagrams.

b. Test Requirements During Construction. Circuit testing during construction shall be as directed and witnessed by the Engineer when the Contractor is working on existing circuitry or excavating adjacent to or near existing circuitry. Circuit testing during construction will not be required during the times when the Contractor's operations do not effect existing airfield lighting circuitry. It is the intent of this section to ensure that airfield lighting circuitry remains operational throughout the duration of the Contract.

(1) Test all circuits within the work area for continuity and insulation resistance to ground at the electrical building, prior to energizing any circuit.

(2) Insure that all circuits within the work area are operational, prior to the Contractor leaving the project at the end of the work day. Specific times for circuit checks will be determined by the Engineer relative to the Contractor's work hours each day.

(3) Segment test new non-grounded series circuits during installation. Length of cable segment tested shall not have more than five (5) splices, light units and/or electrical equipment between the ends being tested. Insulation resistance to ground shall be not less than 500 megohms.

(4) Insure that the insulation resistance to ground of each segment of new non-grounded conductors of multiple conductor circuits is not less than 500 megohms.

(5) That the impedance to ground of each ground rod does not exceed 25 ohms prior to establishing connections to other ground electrodes or equipment. The fall-of-potential ground impedance test shall be utilized, as described by ANSI/IEEE Standard 81, to verify this requirement. Ground rods testing higher than 25 ohms shall have a minimum extension of two feet of ground rod added, driven to the proper elevation and re-tested. Extensions shall be attached by exothermic methods and re-testing performed until the tests show 25 ohms resistance or less. Tests shall not be performed within 72 hours after a rain storm has ended or when standing water is present around the ground rod.

(6) Insure that all circuits are properly connected in accordance with applicable wiring diagrams.

(7) The Contractor shall test all circuits within the work area for continuity after backfilling cable trenches. The reading shall be logged and provided to the Engineer prior to payment of cable items.

(8) Provide a copy of all test results to Engineer and Owner on a daily basis.
c. Test Requirements at the Completion of the Project. The Contractor shall test and demonstrate to the satisfaction of the Engineer the following:

(1) Test all circuits within the work area for continuity and insulation resistance to ground, at the electrical building, in the presence of the Engineer and the Owner.

(2) That all original lighting power and control circuits are continuous and insulation resistance to ground is not lower than before construction.

(3) That all affected lighting power and control circuits (existing and new) are continuous and free from short circuits.

(4) That all affected circuits (existing and new) are free from unspecified grounds.

(5) That the insulation resistance to ground of all new non-grounded series circuits or cable segments is not less than 50 megohms.

(6) That the insulation resistance to ground of all non-grounded conductors of new multiple circuits or circuit segments is not less than 50 megohms.

(7) That all affected circuits (existing and new) are properly connected in accordance with applicable wiring diagrams.

(8) That all affected circuits (existing and new) are operable. Tests shall be conducted that include operating each control not less than 10 times and the continuous operation of each lighting and power circuit for not less than 1/2 hour.

The Contractor shall be responsible for maintaining an insulation resistance of 50 megohms minimum, with isolation transformers connected, in new circuits and new segments of existing circuits through the end of the contract warranty period.

Two copies of tabulated results of all cable tests performed shall be supplied by the Contractor to the Engineer. Where connecting new cable to existing cable, ground resistance tests shall be performed on the new cable prior to connection to the existing circuit.
3.15 MARKING AND SIGNS FOR ACCESS ROUTES.

Location of haul routes on the airport site shall be as specified in the project drawing set and as provided graphically in the attached exhibits, reference Appendix 1. It shall be the Contractor’s responsibility to coordinate off-site haul routes with the appropriate owner who has jurisdiction over the affected route. The haul routes, to the extent possible, shall be marked and signed in accordance with FAA airfield signage requirements, the Federal Highway Administration Manual on Uniform Traffic Control Devices (MUTCD) and/or state highway specifications, as applicable.

3.16 HAZARD MARKING AND LIGHTING.

a. Purpose. Hazard marking and lighting prevents pilots from entering areas closed to aircraft, and prevents construction personnel from entering areas open to aircraft. To that end, comprehensible warning indicators for any area affected by construction that is normally accessible to aircraft, personnel, or vehicles shall be installed and maintained by the Contractor for the duration of construction operations.

b. Equipment. Low Profile Barricades of the type detailed in the project drawings with red omnidirectional flashing lights shall be placed outside the safety area of intersecting taxiways at the edge of the closed airfield surfaces and the project work limits. Layout locations for this equipment are as shown on the Work Phasing Plan and attached exhibits, reference Appendix 1.

Plastic Drum Type Barricades of the type detailed in the project drawings with omnidirectional flashing lights shall be placed. Layout locations for this equipment are as shown on the Work Phasing Plan (Construction Safety Drawings) and attached exhibits, reference Appendix 1.

The Contractor shall have a person on call 24 hours a day for emergency maintenance of airport hazard lighting and barricades. The Contractor must file the contact person’s information with the airport owner. Lighting should be checked for proper operation at least once per day, preferably at dusk.

3.17 PROTECTION OF AIRFIELD AREAS.

Safety area encroachments, improper ground vehicle operations and unmarked or uncovered holes and trenches in the vicinity of aircraft operation surfaces and construction areas are the three most recurring threats to safety during construction. Protection of runway and taxiway safety areas, object free areas, obstacle free zones, and approach/departure surfaces shall be a standing requirement for the duration of construction operations.

a. Runway Safety Area (RSA). A runway safety area is the defined surface surrounding the runway prepared or suitable for reducing the risk of damage to airplanes in the event of an undershoot, overshoot, or excursion from the runway by aircraft.
No construction may occur within the existing RSA while the runway is open. Any construction between RSA and Holdline must be approved with Airport Operations prior to starting work.

The airport owner must coordinate any adjustment of RSA dimensions, to meet the above requirement, with the appropriate FAA Airports Regional or District Office and the local FAA air traffic manager and issue a NOTAM.

Open trenches or excavations are not permitted within the RSA while the runway is open. The Contractor must backfill trenches before the runway is opened. Coverings are not allowed in runway safety areas. There shall be no stockpiled materials or equipment stored within the limits of the RSA.

After the Runway has been closed, Contractors must prominently mark open trenches and excavations at the construction site with red or orange flags, as approved by the airport owner, and light them with red lights during hours of restricted visibility or darkness.

Soil erosion must be controlled to maintain RSA standards, that is, the RSA must be cleared and graded and have no potentially hazardous ruts, humps, depressions, or other surface variations, and capable, under dry conditions, of supporting snow removal equipment, aircraft rescue and firefighting equipment, and the occasional passage of aircraft without causing structural damage to the aircraft.

b. Runway Object Free Area (ROFA). Construction, including excavations, may be permitted in the ROFA. However, equipment must be removed from the ROFA when not in use, and material should not be stockpiled in the ROFA if not necessary. Stockpiling material in the OFA requires submittal of a 7460-1 form and justification provided to the appropriate FAA Airports Regional or District Office for approval.

c. Taxiway Safety Area (TSA). The taxiway safety area is a defined surface alongside the taxiway prepared or suitable for reducing the risk of damage to an airplane unintentionally departing the taxiway. No construction may occur within the TSA while the taxiway is open for aircraft operations.
Open trenches or excavations are not permitted within the TSA while the taxiway is open. The Contractor must backfill trenches before the taxiway is opened. Coverings are not allowed in taxiway safety areas.

The airport owner must coordinate any adjustment of TSA dimensions, to meet the above requirement, with the appropriate FAA Airports Regional or District Office and the local FAA air traffic manager and issue a NOTAM.

After the Taxiway has been closed, Contractors must prominently mark open trenches and excavations at the construction site with red or orange flags, as approved by the airport owner, and light them with red lights during hours of restricted visibility or darkness.

Soil erosion must be controlled to maintain TSA standards, that is, the TSA must be cleared and graded and have no potentially hazardous ruts, humps, depressions, or other surface variations, and capable, under dry conditions, of supporting snow removal equipment, aircraft rescue and firefighting equipment, and the occasional passage of aircraft without causing structural damage to the aircraft.

d. **Taxiway Object Free Area (TOFA).** Unlike the Runway Object Free Area, aircraft wings regularly penetrate the taxiway/taxilane object free area during normal operations. Thus the restrictions are more stringent. No construction equipment may be parked within the TOFA while the taxiway/taxilane is open for aircraft operations.

Construction activity may be accomplished without adjusting the width of the taxiway object free area, subject to the following restrictions:

(i) Appropriate NOTAMs are issued.

(ii) Marking and lighting meeting the provisions above are implemented.

(iii) Five-foot clearance is maintained between equipment and materials and any part of an aircraft (includes wingtip overhang). In these situations, flaggers must be used to direct construction equipment, and wing walkers will be necessary to guide aircraft. Wing walkers should be airline/aviation personnel rather than construction workers. If such clearance can only be maintained if an aircraft does not have full use of the entire taxiway width (with its main landing gear at the edge of the pavement), then it will be necessary to move personnel and equipment for the passage of that aircraft.

<table>
<thead>
<tr>
<th>Taxiway</th>
<th>Aircraft Design Group</th>
<th>TOFA Distance from Centerline</th>
<th>TOFA Width</th>
</tr>
</thead>
<tbody>
<tr>
<td>All</td>
<td>A-I Small</td>
<td>44.5 ft.</td>
<td>89 ft.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Taxilane</th>
<th>Aircraft Design Group</th>
<th>TLOFA Distance from Centerline</th>
<th>TLOFA Width</th>
</tr>
</thead>
<tbody>
<tr>
<td>All</td>
<td>A-I Small</td>
<td>39.5 ft.</td>
<td>79 ft.</td>
</tr>
</tbody>
</table>
e. **Obstacle Free Zone (OFZ).** Construction personnel, material, and/or equipment may not penetrate the OFZ while the runway is open for aircraft operations. The OFZ is a defined volume of airspace centered about and above the runway centerline.

f. **Runway approach/departure surfaces.** All personnel, materials, and/or equipment must remain clear of the applicable threshold sitting surfaces. Objects that do not penetrate these surfaces may still be obstructions to air navigation and may affect standard instrument approach procedures. Coordinate with the FAA through the appropriate FAA Airports Regional or District Office.

Construction activity in a runway approach/departure area may result in the need to partially close a runway or displace the existing runway threshold. Partial runway closure, displacement of the runway threshold, as well as closure of the complete runway and other portions of the movement area also require coordination through the airport owner with the appropriate FAA air traffic manager (FSS if non-towered) and ATO/Technical Operations (for affected NAVAIDS) and airport users.

<table>
<thead>
<tr>
<th>Runway End</th>
<th>Aircraft Approach Category</th>
<th>Airplane Design Group</th>
<th>Minimum Safety Area Behind Threshold</th>
<th>Minimum Unobstructed Approach Slope</th>
</tr>
</thead>
<tbody>
<tr>
<td>15</td>
<td>A</td>
<td>I</td>
<td>200 feet</td>
<td>20:1 to 200 feet behind threshold</td>
</tr>
<tr>
<td>33</td>
<td>A</td>
<td>I</td>
<td>200 feet</td>
<td>20:1 to 200 feet behind threshold</td>
</tr>
</tbody>
</table>

**3.18 OTHER LIMITATIONS ON CONSTRUCTION.**

a. **Prohibitions.** The following prohibitions are in effect for the duration of this project:

   i. No use of tall equipment (cranes, concrete pumps, and so on) unless a 7460-1 determination letter is issued for such equipment.

   ii. No use of open flame welding or torches unless fire safety precautions are provided and the airport owner has approved their use.

   iii. No use of electrical blasting caps or explosives of any kind on or within 1,000 ft (300 m) of the airport property.

   iv. No use of flare pots within the AOA.

b. **Restrictions.**

   i. Construction suspension required during specific airport operations – Not Applicable

   ii. Areas that cannot be worked on simultaneously – Not Applicable

      Concurrent operations in multiple work areas shall not be permitted – Not Applicable

   iv. Day or night construction restrictions
Equipment for nighttime lighting of construction areas shall be sufficient to adequately illuminate the work area in order to ensure quality construction. The lights shall be positioned to provide the most natural color illumination and contrast with a minimum of shadows. Lighting pavements from both sides is considered preferable as lighting from only one side can result in objectionable shadows. Light towers shall be positioned and adjusted to aim away from ATCT cabs, active runways, and active taxiways to prevent blinding effects. The Contractor shall prepare a plan showing the locations, heights and aiming points of light towers for review by the Owner, Engineer and ATCT personnel. The final location and aiming of light towers shall be determined by trial, therefore, the Contractor must be aware that several attempts at locations and aiming angles may be necessary before the light towers can be operational. Light towers shall be removed from the construction site prior to opening the pavement to aircraft operations.

It is recommended that all equipment, except haul trucks, be equipped with artificial illumination to safely illuminate the area immediately surrounding their location.

Unless provided for elsewhere, the cost of nighttime lighting of construction areas shall be considered a subsidiary and incidental part of construction and as such, the Contractor shall include all costs associated with nighttime lighting of construction areas in the various pay items of work involved.

Where work on this Contract is not scheduled for night work and the Contractor requests and receives permission to work at night, there will be no additional compensation allowed for the extra costs associated with night work.

v. Seasonal Construction Restrictions – Not Applicable
APPENDIX 1

LOCATION MAP
(Sheet G-001 of the Contract Drawings)

GENERAL PLAN
(Sheet G-101 of the Contract Drawings)

WORK PHASING PLANS
(CONSTRUCTION SAFETY DRAWINGS)
(Sheet G-102 of the Contract Drawings)

WORK PHASING DETAILS
(Sheet G-102 of the Contract Drawings)
APPENDIX 2

CONSTRUCTION PROJECT DAILY SAFETY INSPECTION CHECKLIST
**Construction Project Daily Safety Inspection Checklist**

The situations identified below are potentially hazardous conditions that may occur during airport construction projects. Safety Area encroachments, unauthorized and improper ground vehicle operations, and unmarked or uncovers holes and trenches near aircraft operating surfaces pose the most prevalent threats to airport operational safety during airport construction projects. The list below is one tool that the contractor may use to aid in identifying and correcting potentially hazardous conditions.

### Potentially Hazardous Conditions

<table>
<thead>
<tr>
<th>Item</th>
<th>Action Required</th>
<th>or</th>
<th>None</th>
</tr>
</thead>
<tbody>
<tr>
<td>Excavation adjacent to runways, taxiways, and aprons improperly backfilled.</td>
<td></td>
<td>![ ]</td>
<td></td>
</tr>
<tr>
<td>Mounds of earth, construction materials, temporary structures, and other obstacles near any open runway, taxiway, or taxi lane; in the related Object Free area and aircraft approach or departure areas/zones; or obstructing any sign or marking.</td>
<td></td>
<td>![ ]</td>
<td></td>
</tr>
<tr>
<td>Runway resurfacing projects resulting in lips exceeding 3 in (7.6 cm) from pavement edges and ends.</td>
<td></td>
<td>![ ]</td>
<td></td>
</tr>
<tr>
<td>Heavy equipment (stationary or mobile) operating or idle near AOA, in runway approaches and departures areas, or in OFZ.</td>
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<td>![ ]</td>
<td></td>
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<tr>
<td>Equipment or material near NAVAIDs that may degrade or impair radiated signals and/or the monitoring of navigation and visual aids. Unauthorized or improper vehicle operations in localizer or glide slope critical areas, resulting in electronic interference and/or facility shutdown.</td>
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<tr>
<td>Tall and especially relatively low visibility units (that is, equipment with slim profiles) —cranes, drills, and similar objects—located in critical areas, such as OFZ and approach zones.</td>
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<td>Improperly positioned or malfunctioning lights or unlit airport hazards, such as holes or excavations, on an apron, open taxiway, or open taxi lane or in related safety, approach, or departure area.</td>
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<td>Item</td>
<td>Action Required</td>
<td>or</td>
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<td>Obstacles, loose pavement, trash, and other debris on or near AOA. Construction debris (gravel, sand, mud, paving materials) on airport pavements may result in aircraft propeller, turbine engine, or tire damage. Also, loose materials may blow about, potentially causing personal injury or equipment damage.</td>
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<td>Inappropriate or poorly maintained fencing during construction intended to deter human and animal intrusions into the AOA. Fencing and other markings that are inadequate to separate construction areas from open AOA create aviation hazards.</td>
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<td>Improper or inadequate marking or lighting of runways (especially thresholds that have been displaced or runways that have been closed) and taxiways that could cause pilot confusion and provide a potential for a runway incursion. Inadequate or improper methods of marking, barricading, and lighting of temporarily closed portions of AOA create aviation hazards.</td>
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<td>Wildlife attractants — such as trash (food scraps not collected from construction personnel activity), grass seeds, tall grass, or standing water — on or near airports.</td>
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<td>Obliterated or faded temporary markings on active operational areas.</td>
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<td>Misleading or malfunctioning obstruction lights. Unlighted or unmarked obstructions in the approach to any open runway pose aviation hazards.</td>
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<td>Failure to issue, update, or cancel NOTAMs about airport or runway closures or other construction related airport conditions.</td>
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<td>Item</td>
<td>Action Required</td>
<td>or None</td>
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<td>Failure to mark and identify utilities or power cables. Damage to utilities and power cables during construction activity can result in the loss of runway / taxiway lighting; loss of navigation, visual, or approach aids; disruption of weather reporting services; and/or loss of communications.</td>
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<td>Restrictions on ARFF access from fire stations to the runway / taxiway system or airport buildings.</td>
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<td>Lack of radio communications with construction vehicles in airport movement areas.</td>
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<td>Objects, regardless of whether they are marked or flagged, or activities anywhere on or near an airport that could be distracting, confusing, or alarming to pilots during aircraft operations.</td>
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<td>Water, snow, dirt, debris, or other contaminants that temporarily obscure or derogate the visibility of runway/taxiway marking, lighting, and pavement edges. Any condition or factor that obscures or diminishes the visibility of areas under construction.</td>
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<td>Spillage from vehicles (gasoline, diesel fuel, oil) on active pavement areas, such as runways, taxiways, aprons, and airport roadways.</td>
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<td>Failure to maintain drainage system integrity during construction (for example, no temporary drainage provided when working on a drainage system).</td>
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<td>Failure to provide for proper electrical lockout and tagging procedures. At larger airports with multiple maintenance shifts/workers, construction contractors should make provisions for coordinating work on circuits.</td>
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<td>Failure to control dust. Consider limiting the amount of area from which the contractor is allowed to strip turf.</td>
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<tr>
<td>Item</td>
<td>Action Required</td>
<td>or None</td>
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<tr>
<td>Exposed wiring that creates an electrocution or fire ignition hazard. Identify and secure wiring, and place it in conduit or bury it.</td>
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<tr>
<td>Site burning, which can cause possible obscuration.</td>
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<tr>
<td>Construction work taking place outside of designated work areas and out of phase.</td>
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</tbody>
</table>
APPENDIX 3

CONTRACTORS SAFETY PLAN COMPLIANCE DOCUMENT (SPCD)
AND CERTIFICATION FORM

(The SPCD and Certification Form are located in the Proposal Section)
SPOILS DEPOSITION RELEASE FORM

To: ____________________________________________ (OWNER), and ___ (ENGINEER).

Project: _________________________________________

This SPOILS DEPOSITION RELEASE FORM is being forwarded to the above referenced OWNER and ENGINEER to satisfy the Contract Documents governing the above referenced project. Pursuant to the Contract Documents, LANDOWNER has granted permission to CONTRACTOR to deposit spoils at LANDOWNER'S property located at __________________________________________ (give specific location).

Further, CONTRACTOR hereby agrees to the greatest extent of the law, to release, indemnify, hold harmless, and defend the OWNER and ENGINEER from any and all damage, liability, or cost (including reasonable attorney's fees and cost of defense) to the extent caused by or arising out of the deposition of the spoils on LANDOWNER'S property.

CONTRACTOR: ____________________________________________

________________________________
Signature

________________________________
Written Name & Title

________________________________
Company Name

________________________________
Mailing Address (Street Name and Number)

________________________________
City, State, Zip Code

________________________________
Daytime Phone Number (Include Area Code)

________________________________
Date

LANDOWNER: ____________________________________________

________________________________
Signature

________________________________
Written Name & Title

________________________________
Company Name

________________________________
Mailing Address (Street Name and Number)

________________________________
City, State, Zip Code

________________________________
Daytime Phone Number (Include Area Code)

________________________________
Date
Section 90 Measurement and Payment

90-01 MEASUREMENT OF QUANTITIES. All work completed under the contract will be measured by the Engineer, or his/her authorized representatives, using United States Customary Units of Measurement or the International System of Units.

The method of measurement and computations to be used in determination of quantities of material furnished and of work performed under the contract will be those methods generally recognized as conforming to good engineering practice.

Unless otherwise specified, longitudinal measurements for area computations will be made horizontally, and no deductions will be made for individual fixtures (or leave-outs) having an area of 9 sq ft (0.8 square meter) or less. Unless otherwise specified, transverse measurements for area computations will be the neat dimensions shown on the plans or ordered in writing by the Engineer.

Structures will be measured according to neat lines shown on the plans or as altered to fit field conditions.

Unless otherwise specified, all contract items which are measured by the linear foot such as electrical ducts, conduits, pipe culverts, underdrains, and similar items shall be measured parallel to the base or foundation upon which such items are placed.

In computing volumes of excavation the average end area method or other acceptable methods will be used.

The thickness of plates and galvanized sheet used in the manufacture of corrugated metal pipe, metal plate pipe culverts and arches, and metal cribbing will be specified and measured in decimal fraction of in.

The term “ton” will mean the short ton consisting of 2,000 lb (907 km) avoirdupois. All materials that are measured or proportioned by weights shall be weighed on accurate, approved scales by competent, qualified personnel at locations designed by the Engineer. If material is shipped by rail, the car weight may be accepted provided that only the actual weight of material is paid for. However, car weights will not be acceptable for material to be passed through mixing plants. Trucks used to haul material being paid for by weight shall be weighed empty daily at such times as the Engineer directs, and each truck shall bear a plainly legible identification mark.

Materials to be measured by volume in the hauling vehicle shall be hauled in approved vehicles and measured therein at the point of delivery. Vehicles for this purpose may be of any size or type acceptable to the Engineer, provided that the body is of such shape that the actual contents may be readily and accurately determined. All vehicles shall be loaded to at least their water level capacity, and all loads shall be leveled when the vehicles arrive at the point of delivery.

When requested by the Contractor and approved by the Engineer in writing, material specified to be measured by the cubic yard (cubic meter) may be weighed, and such weights will be converted to cubic yards (cubic meters) for payment purposes. Factors for conversion from weight measurement to volume measurement will be determined by the Engineer and shall be agreed to by the Contractor before such method of measurement of pay quantities is used.

Bituminous materials will be measured by the gallon (liter) or ton (kg). When measured by volume, such volumes will be measured at 60° F (15° C) or will be corrected to the volume at 60° F (15° C) using ASTM D 1250 for asphalts or ASTM D 633 for tars.
Net certified scale weights or weights based on certified volumes in the case of rail shipments will be used as a basis of measurement, subject to correction when bituminous material has been lost from the car or the distributor, wasted, or otherwise not incorporated in the work.

When bituminous materials are shipped by truck or transport, net certified weights by volume, subject to correction for loss or foaming, may be used for computing quantities.

Cement will be measured by the ton (kg) or hundredweight (km).

Timber will be measured by the thousand feet board measure (MFBM) actually incorporated in the structure. Measurement will be based on nominal widths and thicknesses and the extreme length of each piece.

The term “lump sum” when used as an item of payment will mean complete payment for the work described in the contract.

When a complete structure or structural unit (in effect, “lump sum” work) is specified as the unit of measurement, the unit will be construed to include all necessary fittings and accessories.

Rental of equipment will be measured by time in hours of actual working time and necessary traveling time of the equipment within the limits of the work. Special equipment ordered by the Engineer in connection with force account work will be measured as agreed in the change order or supplemental agreement authorizing such force account work as provided in the subsection titled PAYMENT FOR EXTRA AND FORCE ACCOUNT WORK of this section.

When standard manufactured items are specified such as fence, wire, plates, rolled shapes, pipe conduit, etc., and these items are identified by gauge, unit weight, section dimensions, etc., such identification will be considered to be nominal weights or dimensions. Unless more stringently controlled by tolerances in cited specifications, manufacturing tolerances established by the industries involved will be accepted.

Scales for weighing materials which are required to be proportioned or measured and paid for by weight shall be furnished, erected, and maintained by the Contractor, or be certified permanently installed commercial scales.

Scales shall be accurate within one-half percent of the correct weight throughout the range of use. The Contractor shall have the scales checked under the observation of the inspector before beginning work and at such other times as requested. The intervals shall be uniform in spacing throughout the graduated or marked length of the beam or dial and shall not exceed one-tenth of 1 percent of the nominal rated capacity of the scale, but not less than 1 pound (454 grams). The use of spring balances will not be permitted.

Beams, dials, platforms, and other scale equipment shall be so arranged that the operator and the inspector can safely and conveniently view them.

Scale installations shall have available ten standard 50-pound (2.3 km) weights for testing the weighing equipment or suitable weights and devices for other approved equipment.

Scales must be tested for accuracy and serviced before use at a new site. Platform scales shall be installed and maintained with the platform level and rigid bulkheads at each end.
Scales “overweighing” (indicating more than correct weight) will not be permitted to operate, and all materials received subsequent to the last previous correct weighting-accuracy test will be reduced by the percentage of error in excess of one-half of 1 percent.

In the event inspection reveals the scales have been underweighing (indicating less than correct weight), they shall be adjusted, and no additional payment to the Contractor will be allowed for materials previously weighed and recorded.

All costs in connection with furnishing, installing, certifying, testing, and maintaining scales; for furnishing check weights and scale house; and for all other items specified in this subsection, for the weighing of materials for proportioning or payment, shall be included in the unit contract prices for the various items of the project.

When the estimated quantities for a specific portion of the work are designated as the pay quantities in the contract, they shall be the final quantities for which payment for such specific portion of the work will be made, unless the dimensions of said portions of the work shown on the plans are revised by the Engineer. If revised dimensions result in an increase or decrease in the quantities of such work, the final quantities for payment will be revised in the amount represented by the authorized changes in the dimensions.

**90-02 SCOPE OF PAYMENT.** The Contractor shall receive and accept compensation provided for in the contract as full payment for furnishing all materials, for performing all work under the contract in a complete and acceptable manner, and for all risk, loss, damage, or expense of whatever character arising out of the nature of the work or the prosecution thereof, subject to the provisions of the subsection titled **NO WAIVER OF LEGAL RIGHTS** of Section 70.

When the “basis of payment” subsection of a technical specification requires that the contract price (price bid) include compensation for certain work or material essential to the item, this same work or material will not also be measured for payment under any other contract item which may appear elsewhere in the contract, plans, or specifications.

**90-03 COMPENSATION FOR ALTERED QUANTITIES.** When the accepted quantities of work vary from the quantities in the proposal, the Contractor shall accept as payment in full, so far as contract items are concerned, payment at the original contract price for the accepted quantities of work actually completed and accepted. No allowance, except as provided for in the subsection titled **ALTERATION OF WORK AND QUANTITIES** of Section 40 will be made for any increased expense, loss of expected reimbursement, or loss of anticipated profits suffered or claimed by the Contractor which results directly from such alterations or indirectly from his/her unbalanced allocation of overhead and profit among the contract items, or from any other cause.

**90-04 PAYMENT FOR OMITTED ITEMS.** As specified in the subsection titled **OMITTED ITEMS** of Section 40, the Engineer shall have the right to omit from the work (order nonperformance) any contract item, except major contract items, in the best interest of the Owner.

Should the Engineer omit or order nonperformance of a contract item or portion of such item from the work, the Contractor shall accept payment in full at the contract prices for any work actually completed and acceptable prior to the Engineer’s order to omit or nonperform such contract item.

Acceptable materials ordered by the Contractor or delivered on the work prior to the date of the Engineer’s order will be paid for at the actual cost to the Contractor and shall thereupon become the property of the Owner.
In addition to the reimbursement hereinbefore provided, the Contractor shall be reimbursed for all actual costs incurred for the purpose of performing the omitted contract item prior to the date of the Engineer's order. Such additional costs incurred by the Contractor must be directly related to the deleted contract item and shall be supported by certified statements by the Contractor as to the nature the amount of such costs.

**90-05 PAYMENT FOR EXTRA AND FORCE ACCOUNT WORK.** Extra work, performed in accordance with the subsection titled EXTRA WORK of Section 40, will be paid for at the contract prices or agreed prices specified in the change order or supplemental agreement authorizing the extra work. When the change order or supplemental agreement authorizing the extra work requires that it be done by force account, such force account shall be measured and paid for based on expended labor, equipment, and materials plus an allowance for overhead and profit.

1. **Agreed Price.** If the extra work is to be paid under agreed prices, the prices shall be based upon the Contractor's price analysis of the cost of the work. The price analysis shall be provided by the Contractor and shall be based upon the Contractor's estimated breakdown of his/her cost for the work, including all charges based upon the items listed in this subsection below titled "Force Account". Lump sum costs for work, without accompanying detailed price analyses, will not be acceptable. Price analyses shall be in a format which is acceptable to the Engineer.

2. **Force Account.**
   a. **Miscellaneous.** No additional allowance will be made for general superintendence, the use of small tools, or other costs for which no specific allowance is herein provided.
   
   b. **Comparison of Record.** The Contractor and the Engineer shall compare records of the cost of force account work at the end of each day. Agreement shall be indicated by signature of the Contractor and the Engineer or their duly authorized representatives.

   c. **Statement.** No payment will be made for work performed on a force account basis until the Contractor has furnished the Engineer with duplicate itemized statements of the cost of such force account work detailed as follows:
      
      (1) Name, classification, date, daily hours, total hours, rate and extension for each laborer and foreman.

      (2) Designation, dates, daily hours, total hours, rental rate, and extension for each unit of machinery and equipment.

      (3) Quantities of materials, prices, and extensions.

      (4) Transportation of materials.

      (5) **Overhead and Profit.** If any of the work is performed by a subcontractor, the Contractor shall be paid the actual and reasonable cost of such subcontracted work computed as outlined in a through d above, or on such other basis as may be approved by the Owner. Subcontractor profit and overhead shall be paid as outlined in this section, plus an additional allowance of five percent (5%) of materials and direct labor to cover the Contractor's profit, superintendence, administration, insurance and other overhead. For the purposes of computing overhead and profit, only one level or tier of subcontractors will be allowed.
Overhead shall be defined to include, but not be limited to:
- premium on bonds;
- premium on insurance required by workman's compensation insurance, public liability and property damage insurance, unemployment insurance, social security tax, and other payroll taxes and such reasonable charges that are paid by the Contractor pursuant to written agreement with his/her employee;
- all salary and expenses of executive officers, supervising officers or supervising employees;
- all clerical or stenographic employees;
- all charges for minor equipment, such as small tools, including shovels, picks, axes, saws, bars, sledges, lanterns, jacks, cables, pails, wrenches, etc. and other miscellaneous supplies and services;
- all drafting room accessories such as paper, tracing cloth, blueprinting, etc.

Overhead and profit cost shall be computed at 20 percent of the following:

- Total Direct Labor Cost (actual hours worked multiplied by the basic hourly wage rate) plus supplemental benefits payments, payroll taxes, insurance payments and other labor related fringe benefit payments as defined in 'a' above, but not including the overtime additive payments. Overhead and profit shall not be paid on the premium portion of overtime.

- Total Cost of Materials as defined in c and d above.

90-06 PARTIAL PAYMENTS. Partial payments will be made to the Contractor at least once each month as the work progresses. Said payments will be based upon estimates, prepared by the Engineer, of the value of the work performed and materials complete and in place in accordance with the contract, plans, and specifications. Such partial payments may also include the delivered actual cost of those materials stockpiled and stored in accordance with the subsection titled PAYMENT FOR MATERIALS ON HAND of this section. No partial payments will be made for work items lacking approved submittals, or lacking acceptable manufacturer’s material certifications. No partial payment will be made when the amount due to the Contractor since the last estimate amounts to less than five hundred dollars.

The Contractor is required to pay all subcontractors for satisfactory performance of their contracts no later than 30 days after the Contractor has received a partial payment. The Owner must ensure prompt and full payment of retainage from the prime contractor to the subcontractor within 30 days after the subcontractor’s work is satisfactorily completed. A subcontractor’s work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by the Owner. When the Owner has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Sponsor. This clause applies to both DBE and non-DBE subcontractors.

From the total of the amount determined to be payable on a partial payment, five (5) percent of such total amount will be deducted and retained by the Owner until the final payment is made, except as may be provided (at the Contractor’s option) in the subsection titled PAYMENT OF WITHHELD FUNDS of this section. The balance {(insert balance)} of the amount payable, less all previous payments, shall be certified for payment. Should the Contractor exercise his/her option, as provided in the subsection titled PAYMENT OF WITHHELD FUNDS of this section, no such percent retainage shall be deducted.
When at least 95 percent of the work has been completed, the Engineer shall, at the Owner’s discretion and with the consent of the surety, prepare estimates of both the contract value and the cost of the remaining work to be done.

The Owner may retain an amount not less than twice the contract value or estimated cost, whichever is greater, of the work remaining to be done. The remainder, less all previous payments and deductions, will then be certified for payment to the Contractor.

It is understood and agreed that the Contractor shall not be entitled to demand or receive partial payment based on quantities of work in excess of those provided in the proposal or covered by approved change orders or supplemental agreements, except when such excess quantities have been determined by the Engineer to be a part of the final quantity for the item of work in question.

No partial payment shall bind the Owner to the acceptance of any materials or work in place as to quality or quantity. All partial payments are subject to correction at the time of final payment as provided in the subsection titled ACCEPTANCE AND FINAL PAYMENT of this section.

The Contractor shall deliver to the Owner a complete release of all claims for labor and material arising out of this contract before the final payment is made. If any subcontractor or supplier fails to furnish such a release in full, the Contractor may furnish a bond or other collateral satisfactory to the Owner to indemnify the Owner against any potential lien or other such claim. The bond or collateral shall include all costs, expenses, and attorney fees the Owner may be compelled to pay in discharging any such lien or claim.

90-07 PAYMENT FOR MATERIALS ON HAND. Partial payments may be made to the extent of the delivered cost of materials to be incorporated in the work, provided that such materials meet the requirements of the contract, plans, and specifications and are delivered to acceptable sites on the airport property or at other sites in the vicinity that are acceptable to the Owner. Such delivered costs of stored or stockpiled materials may be included in the next partial payment after the following conditions are met:

a. The material has been stored or stockpiled in a manner acceptable to the Engineer at or on an approved site.

b. The Contractor has furnished the Engineer with acceptable evidence of the quantity and quality of such stored or stockpiled materials.

c. The Contractor has furnished the Engineer with satisfactory evidence that the material and transportation costs have been paid.

d. The Contractor has furnished the Owner legal title (free of liens or encumbrances of any kind) to the material so stored or stockpiled.

e. The Contractor has furnished the Owner evidence that the material so stored or stockpiled is insured against loss by damage to or disappearance of such materials at any time prior to use in the work.

It is understood and agreed that the transfer of title and the Owner’s payment for such stored or stockpiled materials shall in no way relieve the Contractor of his/her responsibility for furnishing and placing such materials in accordance with the requirements of the contract, plans, and specifications.
In no case will the amount of partial payments for materials on hand exceed the contract price for such materials or the contract price for the contract item in which the material is intended to be used.

No partial payment will be made for stored or stockpiled living or perishable plant materials.

The Contractor shall bear all costs associated with the partial payment of stored or stockpiled materials in accordance with the provisions of this subsection.

**90-08 PAYMENT OF WITHHELD FUNDS.** At the Contractor’s option, if an Owner withholds retainage in accordance with the methods described in subsection 90-06 PARTIAL PAYMENTS, the Contractor may request that the Owner deposit the retainage into an escrow account. The Owner’s deposit of retainage into an escrow account is subject to the following conditions:

a. The Contractor shall bear all expenses of establishing and maintaining an escrow account and escrow agreement acceptable to the Owner.

b. The Contractor shall deposit to and maintain in such escrow only those securities or bank certificates of deposit as are acceptable to the Owner and having a value not less than the retainage that would otherwise be withheld from partial payment.

c. The Contractor shall enter into an escrow agreement satisfactory to the Owner.

d. The Contractor shall obtain the written consent of the surety to such agreement.

e. Deposits in escrow shall be maintained for a period of time described in the subsection titled GUARANTY of this section, or the Contractor shall furnish a bond as described in the subsection titled SECURITY FOR GUARANTEE of this section.

**90-09 ACCEPTANCE AND FINAL PAYMENT.** When the contract work has been accepted in accordance with the requirements of the subsection titled FINAL ACCEPTANCE of Section 50, the Engineer will prepare the final estimate of the items of work actually performed. The Contractor shall approve the Engineer’s final estimate or advise the Engineer of his/her objections to the final estimate which are based on disputes in measurements or computations of the final quantities to be paid under the contract as amended by change order or supplemental agreement. The Contractor and the Engineer shall resolve all disputes (if any) in the measurement and computation of final quantities to be paid within 30 calendar days of the Contractor’s receipt of the Engineer’s final estimate. If, after such 30-day period, a dispute still exists, the Contractor may approve the Engineer’s estimate under protest of the quantities in dispute, and such disputed quantities shall be considered by the Owner as a claim in accordance with the subsection titled CLAIMS FOR ADJUSTMENTS AND DISPUTES of Section 50.

After the Contractor has approved, or approved under protest, the Engineer’s final estimate, final payment will be processed based on the entire sum, or the undisputed sum in case of approval under protest, determined to be due the Contractor less all previous payments and all amounts to be deducted under the provisions of the contract. All prior partial estimates and payments shall be subject to correction in the final estimate and payment.

If the Contractor has filed a claim for additional compensation under the provisions of the subsection titled CLAIMS FOR ADJUSTMENTS AND DISPUTES of Section 50 or under the provisions of this subsection, such claims will be considered by the Owner in accordance with local laws or ordinances. Upon final adjudication of such claims, any additional payment determined to be due the Contractor will be paid pursuant to a supplemental final estimate.
90-10 CLOSEOUT DOCUMENTATION. The following documents and information shall be completed and submitted to the Engineer prior to final payment to facilitate project closeout:

1. Weekly certified payrolls for contractor’s and each subcontractor’s work forces.
2. Manufacturer's certifications for all items incorporated in the work.
3. All required record drawings, as-built drawings or as-constructed drawings.
5. Contractor’s Affidavit of Payment of Debts and Claims (AIA Document G706) from the Prime Contractor.
7. Contractor’s Affidavit of Payment of Debts and Claims (AIA Document G706) from each subcontractor.
8. Contractor’s Affidavit of Release of Liens (AIA Document G706A) from each subcontractor.
9. Consent of Surety to Final Payment (AIA Document G707) from the Prime Contractor.
11. DBE Participation Summary.

90-11 GUARANTEE. All equipment and materials furnished and installed under this Contract shall be guaranteed against defects in materials and workmanship for a period of at least one year from the date of final acceptance by the Owner. The defective materials and/or equipment shall be repaired or replaced within five days written notice from the Engineer, at no additional cost to the Owner.

Within the guarantee period, no certificate given nor payment made under the Contract, nor partial or entire occupancy of the premises by the Owner shall be construed as an acceptance of defective work or of improper materials or as condoning any negligence or omission.

90-12 SECURITY FOR GUARANTEE. The Contractor shall upon final acceptance of the work, furnish a bond to the Owner in a penal sum equal to five percent (10%) of the amount of the Contract price, executed by a surety company authorized by the Department of Insurance of the State in which the work is performed to execute such a bond in that State, and which bond shall be approved as to form and manner of execution by the Owner's attorney. This bond shall be conditioned for the faithful performance by the said Contractor of the conditions and stipulations of the subsection titled ACCEPTANCE AND FINAL PAYMENT of this section, thereof relating to maintenance and repair, for a period of one (1) year from the date of the final acceptance of the work. In default of the filing of such bond, a sum of money equal to above described penal sum may be retained out of any monies due to the Contractor and be held for one (1) year, or until the bond above described is filed.

For Contractors who have elected to set up an escrow account, they may elect to maintain the escrow account for a period of one (1) year from the date of final acceptance of the work in lieu of providing a bond for security of guarantee as described above.

END OF SECTION 90
Item P-156 Temporary Air and Water Pollution, Soil Erosion, and Siltation Control

DESCRIPTION

156-1.1 This item shall consist of the installation and maintenance of temporary and permanent control measures and the removal and restoration of temporary control measures as shown on the plans or as ordered by the Engineer during the life of a contract to control water pollution, soil erosion, and siltation as shown on the plans. Control measures shall be maintained throughout the life of this contract or until final stabilization as determined by the Engineer.

The temporary erosion control measures contained herein shall be coordinated with the permanent erosion control measures specified as part of this contract to the extent practical to assure economical, effective, and continuous erosion control throughout the construction period.

Temporary control may include work outside the construction limits such as borrow pit operations, equipment and material storage sites, waste areas, and temporary plant sites.

MATERIALS

156-2.1 SILT FENCE. Silt fence shall consist of fabric, wood posts and wire fence. Fabric shall be synthetic filtering fabric recommended by the manufacturer for use as a silt fence and shall have the following properties:

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<thead>
<tr>
<th>PHYSICAL PROPERTY</th>
<th>REQUIREMENT</th>
<th>TEST METHOD</th>
</tr>
</thead>
<tbody>
<tr>
<td>Grab Tensile Strength</td>
<td>100 lbs. (Min)</td>
<td>ASTM D 4632</td>
</tr>
<tr>
<td>Grab Elongation</td>
<td>50 % (Max)</td>
<td>ASTM D 4632</td>
</tr>
<tr>
<td>Ultraviolet</td>
<td>70 % (Min)</td>
<td>ASTM D 4355</td>
</tr>
<tr>
<td>Permittivity</td>
<td>0.015 Sec.-1 (Min)</td>
<td>ASTM D 4491</td>
</tr>
<tr>
<td>Apparent Opening Size</td>
<td>AOS #70 or less</td>
<td>ASTM D 4751</td>
</tr>
</tbody>
</table>

Wood posts shall be of sound quality hardwood with minimum dimensions of 2 inches by 2 inches by 36 inches long.

Wire fence shall be 14 gauge minimum with maximum 6 inch mesh opening.

156-2.5 STONE FILLING. Not used.

156-2.6 FILTER FABRIC. The filter fabric shall conform to the physical properties listed below. All property values, except apparent opening size, represent the minimum average roll value in the weaker principal direction.

<table>
<thead>
<tr>
<th>PHYSICAL PROPERTY</th>
<th>REQUIREMENT</th>
<th>TEST METHOD</th>
</tr>
</thead>
<tbody>
<tr>
<td>Survivability</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Grab Strength</td>
<td>160 lbs. min.</td>
<td>ASTM D 4632</td>
</tr>
<tr>
<td>Tear Strength</td>
<td>55 lbs. min.</td>
<td>ASTM D 4533</td>
</tr>
<tr>
<td>Puncture Strength</td>
<td>55 lbs. min.</td>
<td>ASTM D 4833</td>
</tr>
</tbody>
</table>

156-2.7 STORM SEWER PIPES. Not used.

156-2.8 LINING. Not used.
156-2.9 STABILIZATION FABRIC. Not used.

156-2.10 CRUSHED AGGREGATE BASE COURSE. Crushed aggregate base course shall conform to the requirements of Caltrans Section 26, Aggregate Bases.

156-2.11 BITUMINOUS CONCRETE PAVEMENT. Not used.

156-2.12 STRAW BALES. Bales of straw shall be free from noxious weeds or grasses and shall be securely bound by twine or wire.

CONSTRUCTION REQUIREMENTS

156-3.1 GENERAL. In the event of conflict between these requirements and pollution control laws, rules, or regulations of other Federal, state, or local agencies, the more restrictive laws, rules, or regulations shall apply.

The Engineer shall be responsible for assuring compliance to the extent that construction practices, construction operations, and construction work are involved.

156-3.2 SCHEDULE. Prior to the start of construction, the Contractor shall submit schedules for accomplishment of temporary and permanent erosion control work, as are applicable for clearing and grubbing; grading; construction; paving; and structures at watercourses. The Contractor shall also submit a proposed method of erosion and dust control on haul roads and borrow pits and a plan for disposal of waste materials.

Several methods of controlling dust and other air pollutants include:

- Exposing the minimum area of erodible earth.
- Applying temporary mulch with or without seeding.
- Using water sprinkler trucks.
- Using covered haul trucks.
- Using dust palliatives or penetration asphalt on haul roads.
- Using plastic sheet coverings.

Work shall not be started until the erosion control schedules and methods of operation for the applicable construction have been accepted by the Engineer.

156-3.3 AUTHORITY OF ENGINEER. The Engineer has the authority to limit the surface area of erodible earth material exposed by clearing and grubbing, to limit the surface area of erodible earth material exposed by excavation, borrow and fill operations, and to direct the Contractor to provide immediate permanent or temporary pollution control measures to minimize contamination of adjacent streams or other watercourses, lakes, ponds, or other areas of water impoundment.

156-3.4 CONSTRUCTION DETAILS. The Contractor will be required to incorporate all permanent erosion control features into the project at the earliest practicable time as outlined in the accepted schedule. Except where future construction operations will damage slopes, the Contractor shall perform the permanent seeding and mulching and other specified slope protection work in stages, as soon as substantial areas of exposed slopes can be made available. Temporary erosion and pollution control measures will be used to correct conditions that develop during construction that were not foreseen during the design stage; that are needed prior to installation of permanent control features; or that are needed
temporarily to control erosion that develops during normal construction practices, but are not associated with permanent control features on the project.

Where erosion is likely to be a problem, clearing and grubbing operations should be scheduled and performed so that grading operations and permanent erosion control features can follow immediately thereafter if the project conditions permit; otherwise, temporary erosion control measures may be required between successive construction stages.

The Contractor shall limit the area of clearing and grubbing, excavation, borrow, and embankment operations in progress, commensurate with the Contractor’s capability and progress in keeping the finish grading, mulching, seeding, and other such permanent control measures current in accordance with the accepted schedule. Should seasonal limitations make such coordination unrealistic, temporary erosion control measures shall be taken immediately to the extent feasible and justified.

In the event that temporary erosion and pollution control measures are required due to the Contractor’s negligence, carelessness, or failure to install permanent controls as a part of the work as scheduled or are ordered by the Engineer, such work shall be performed by the Contractor at his/her own expense.

The Engineer may increase or decrease the area of erodible earth material to be exposed at one time as determined by analysis of project conditions.

The Contractor is responsible for preventing soil erosion and siltation, and for correcting the effects of soil erosion and siltation. The erosion control features installed by the Contractor shall be maintained by the Contractor in a manner acceptable to the Engineer until final stabilization of the disturbed areas. Final stabilization is generally defined as when all soil disturbing activities have been completed and a uniform perennial vegetative cover with a density of 80% for the area has been established. However, removal of soil erosion and siltation control features shall not relieve the Contractor from his obligation to prevent soil erosion and siltation, nor to correct the effects of soil erosion and siltation. Upon removal of temporary erosion and sediment control features, the Contractor shall restore all disturbed areas to a condition equal to or better than original. There will be no separate payment made for restoration of surfaces. The Contractor shall consider the cost of restoration as a subsidiary obligation of performing the work and shall include the costs of restoration in the various pay items involved.

Whenever construction equipment must cross watercourses at frequent intervals, and such crossings will adversely affect the sediment levels, temporary structures should be provided.

Pollutants such as fuels, lubricants, bitumen, raw sewage, wash water from concrete mixing operations, and other harmful materials shall not be discharged into or near rivers, streams, and impoundments or into natural or manmade channels leading thereto.

Measures performed for protection of construction areas outside the construction limits, such as borrow and waste areas, haul roads, equipment and material storage sites, and temporary plant sites, will not be measured and paid for directly. The costs of these items shall be included in the unit price bid for Compliance with Pollution, Erosion, and Siltation Control.

If the Contractor fails to implement and maintain erosion and sediment control practices as required by this Specification, the Owner shall correct the adverse conditions by any means deemed appropriate and shall deduct the cost of the corrective actions from any monies due the Contractor.

Where major nonconformance with the requirements of this Specification is noted by the Engineer and compliance is not obtained by the Contractor, all contract work may be stopped by direct order of the Engineer.
METHOD OF MEASUREMENT

156-4.1 Measures and practices required for compliance with this specification for which there is no other pay item shall be measured on a lump sum basis. Measures and practices shall include, but not be limited to, air pollution prevention, water pollution prevention, temporary seeding, temporary mulching, construction road stabilization, dust control, protecting vegetation, and erosion and sediment control practices required due to the Contractor’s means and methods of construction. This item shall also include erosion and sediment control practices required for protection of construction areas outside the construction limits, such as borrow and waste areas, haul roads, equipment and material storage sites, and temporary plant sites.

BASIS OF PAYMENT

156-5.1 Payment will be made at the lump sum bid price for compliance with pollution, erosion, and siltation control. The lump sum price bid shall include the cost of all labor, material, equipment and all incidentals necessary to complete this item. Partial payments may be made at the discretion of the Engineer as the work progresses, based on contract time or percent work complete.

Payment will be made under:

- Item P-156 Compliance with Pollution, Erosion, and Siltation Control – per lump sum

SUBMITTALS AND CERTIFICATIONS

156-6.1 The following "Shop and Setting Drawings", "Working Drawings", Catalogue Data" and "Certifications" shall be submitted for review:

- Catalog data and certification showing that materials to be supplied meet the requirements specified.

END OF ITEM P-156
Item P-151 Clearing and Grubbing

DESCRIPTION

151-1.1 This item shall consist of clearing and grubbing, including the disposal of materials, for all areas within the limits designated on the plans or as required by the Engineer.

Tree removal shall consist of the cutting and removal of isolated single trees or isolated groups of trees, and the grubbing of stumps and roots. The removal of all the trees of this classification shall be in accordance with the requirements for the particular area being cleared, as shown on the plans, or as directed by the Engineer.

Clearing and grubbing shall consist of clearing the surface of the ground of the designated areas of all trees, stumps, down timber, logs, snags, brush, undergrowth, hedges, heavy growth of grass or weeds, fences, structures, debris, and rubbish of any nature, natural obstructions or such material which in the opinion of the Engineer is unsuitable for the foundation of strips, pavements, or other required structures, including the grubbing of stumps, roots, matted roots, foundations, and the disposal from the project of all spoil materials resulting from clearing and grubbing.

CONSTRUCTION METHODS

151-2.1 GENERAL. The areas denoted on the plans to be cleared or cleared and grubbed, including wetland boundaries and wetland buffers, and trees to be removed shall be staked on the ground by a licensed land surveyor hired by the Contractor. Each stake shall be located at an interval that allows for visual inspection from one stake to the next without the use of any special equipment. A survey map shall be provided by the Contractor’s Surveyor showing the metes and bounds and all boundary stakes for the area to be cleared and grubbed. Points on the map shall be referenced to the project horizontal control. The survey map shall be approved by the Engineer prior to the Contractor commencing work on this item. Contractor’s Surveyor shall also provide a point data file in ASCII format, and a digital file of the map in DXF compatible format on a CD-ROM or disk with loading and unloading instructions.

Identification of Airport property lines for the purpose of identifying work limits shall be the responsibility of the Contractor. Where trees are to be removed off airport property, the Contractor shall provide a schedule indicating removal dates so the work can be coordinated with the property owner. The clearing and grubbing shall be done at a satisfactory distance in advance of the grading operations.

151-2.2 WETLAND CLEARING. Not used.

151-2.3 CLEARING AND GRUBBING. In areas designated to be cleared and grubbed, all stumps, roots, buried logs, brush, grass, and other unsatisfactory materials shall be removed. Tap roots and other projections over 1 ½ in (37 mm) in diameter shall be grubbed out to a depth of at least 18 in (45 cm) below the finished subgrade or slope elevation.

Any buildings and miscellaneous structures that are shown on the plans to be removed shall be demolished or removed, and all materials there from shall be disposed of off-site. The remaining or existing foundations, wells, cesspools, and all like structures shall be destroyed by breaking out or breaking down the materials of which the foundations, wells, cesspools, etc., are built to a depth at least 2 feet (60 cm) below the existing surrounding ground. Any broken concrete, blocks, or other objectionable material that cannot be used in backfill shall be removed and disposed of. The holes or openings shall be backfilled with suitable on-site material obtained from grading operations and properly compacted.
When no other soil disturbance will occur as a result of this project, the ground shall be leveled in accordance with the requirements specified below.

151-2.4 TREE REMOVAL ON AIRPORT PROPERTY. All trees designated to be removed shall be field flagged or painted by the Contractor and field verified and approved by the Engineer prior to the Contractor commencing with any work of this item.

All stumps shall be removed or reduced to chips by the use of an approved chipping machine or stump grinder. Stump grinding shall be at a minimum depth of one foot below existing grade. Chips shall be one-half inch maximum thickness. Chips resulting therefrom shall be disposed of in a satisfactory manner by the Contractor as specified herein.

When no other soil disturbance will occur as a result of this project, the ground shall be leveled in accordance with the requirements specified below.

151-2.5 TREE REMOVAL ON PRIVATE PROPERTY. All trees designated to be removed from private property shall be field flagged by the Contractor and field verified and approved by the Engineer prior to the Contractor commencing with any work of this item. The Contractor shall provide a schedule indicating removal dates so the work can be coordinated with the property owner.

The Contractor shall take all precautions necessary to protect all homes, structures, fences, plants, utilities and appurtenances from damage. In addition, the Contractor shall protect from injury all trees which are to remain. The Contractor is responsible for locating and verifying the existence of all utilities. In the event of damage to any homes, structures, fences, plants, utilities and appurtenances, the Contractor shall immediately notify the Engineer. All damage caused to homes, structures, fences, plants, utilities and appurtenances as a result of the Contractor’s operations shall be repaired immediately in a manner acceptable to the property owner and the Engineer, and at the Contractor’s expense.

Stumps resulting from tree removal shall be removed to below ground level. The stump, base swell and root system shall be removed to 12 inches below the ground surface for a distance of 3 feet from the base of the tree. Stumps and roots may be removed by excavating equipment or grinding.

151-2.6 DISPOSAL. All land cleared material shall be disposed of immediately after clearing and grubbing operations. No burning of land cleared materials shall be permitted. In no case shall any materials be left in windrows or piles adjacent to or within the airport limits. No separate payment will be made for disposal. Contractor shall consider the costs of disposal in the various pay items involved. The Contractor shall dispose of all land cleared materials off-site at a suitable area designated by the Contractor.

151-2.7 LEVELING OF GROUND SURFACE. All areas that have been cleared and grubbed and which are outside of proposed grading limits shall be graded adequately to accommodate Sponsor owned mowing equipment. Areas of abrupt transition in grade which would not allow the passage of mowing equipment will not be allowed. Rocks and boulders which protrude above the ground surface by more than 2 inches shall be buried on site or excavated and removed from the site. All rocks or boulders that are essentially flush with the surrounding ground surface and will allow the safe passage of mowing equipment may remain.

151-2.8 RESTORATION. After clearing and grubbing operations are completed, the Contractor shall dispose of all surplus material, dirt and rubbish from the site.

All areas disturbed by the Contractor’s operation shall be restored to its original condition at no cost to the Owner. Restoration of surfaces shall be performed in accordance with the details shown on the plans.
Where clearing and grubbing operations are performed outside of the general grading limits, or in areas that would not otherwise be disturbed, the Contractor shall restore all disturbed areas in accordance with the topsoil, seeding and mulching specifications of this Contract. Restoration of these areas shall be considered necessary and incidental to the work of this item and the costs shall be included in the associated pay items of work involved.

Where clearing and grubbing operations are performed within the general grading limits, restoration of the area will not be necessary as payment for establishment of turf or pavement will be included in the various pay items of work involved.

The Contractor shall be held responsible for maintaining all disturbed surfaces and replacements until final acceptance.

151-2.8 RESTORATION ON PRIVATE PROPERTY. After clearing and grubbing operations are completed, the Contractor shall dispose of all surplus material, dirt and rubbish from the site.

All surfaces, including lawns, landscaped areas, sidewalks, curbs, driveways and pavements damaged by the Contractor's operations shall be restored to their original condition. The Contractor shall restore all disturbed areas to a condition equal to or better than the surrounding area.

Restoration of turf areas on private property is intended to establish a lawn which is level and evenly graded with no sharp breaks in grade, and that is able to be maintained by the property owner with their mowing equipment. All stump holes, ruts and depressions shall be backfilled with topsoil compacted to the satisfaction of the Engineer.

The Contractor shall clean the area of all litter and debris resulting from the tree removal operation.

No separate measurement for payment shall be made for restoration on private property. Restoration shall be considered necessary and incidental to the work of this item and the costs shall be included in the various pay items involved.

METHOD OF MEASUREMENT

No separate measurement or payment shall be made for Clearing and Grubbing, the cost of which shall be considered incidental to other items of work.

END OF ITEM P-151
Item F-162 Chain-Link Fence

DESCRIPTION

162-1.1 This item shall consist of furnishing and erecting a chain-link fence in accordance with these specifications and the details shown on the plans and in conformity with the lines and grades shown on the plans or established by the Engineer.

MATERIALS

162-2.1 FABRIC. The fabric shall be woven with a 9-gauge galvanized steel wire in a 2 in (50 mm) mesh and shall meet the requirements of ASTM A 392, Class 2. Top and bottom selvages shall be twisted and barbed.

162-2.2 BARBED WIRE. Barbed wire shall be 2-strand 12-1/2 gauge zinc-coated wire with 4-point barbs and shall conform to the requirements of ASTM A 121, Class 3, Chain Link Fence Grade.

162-2.3 POSTS, RAILS AND BRACES. Line posts, rails, and braces shall conform to the requirements of ASTM F-1043 or ASTM F 1083 as follows.

Galvanized steel pipe shall conform to the requirements of ASTM F-1043, Group IA, (Schedule 40) with the exception of wall thickness. Pipe coatings shall conform to Type A external and Type A internal coatings.

The dimensions of the posts, rails, and braces shall be in accordance with minimum dimensions shown below:

<p>|ギャルバンニズド スチールパイプ|</p>
<table>
<thead>
<tr>
<th>Fabric Height</th>
<th>Up to 6'</th>
<th>Over 6' up to 8'</th>
<th>Over 8'</th>
</tr>
</thead>
<tbody>
<tr>
<td>Terminal Post</td>
<td>2.375 x 0.130</td>
<td>2.875 x 0.160</td>
<td>2.875 x 0.160</td>
</tr>
<tr>
<td>Line Post</td>
<td>1.900 x 0.120</td>
<td>2.375 x 0.130</td>
<td>2.875 x 0.160</td>
</tr>
<tr>
<td>Top Rails &amp; Braces</td>
<td>1.660 x 0.111</td>
<td>1.660 x 0.111</td>
<td>1.660 x 0.111</td>
</tr>
</tbody>
</table>

Post dimensions are expressed in inches OD and multiplied by minimum wall thickness in inches.

162-2.4 GATES. Not used.

162-2.5 WIRE TIES AND TENSION WIRES. Wire ties for use in conjunction with a given type of fabric shall be of the same material and coating weight identified with the fabric type. Tension wire shall be 7-gauge marcelled steel wire with the same coating as the fabric type and shall conform to ASTM A 824.

All material shall conform to Fed. Spec. RR-F-191/4.

162-6 MISCELLANEOUS FITTINGS AND HARDWARE. Miscellaneous steel fittings and hardware for use with zinc-coated steel fabric shall be of commercial grade steel or better quality, wrought or cast as appropriate to the article, and sufficient in strength to provide a balanced design when used in conjunction with fabric posts, and wires of the quality specified herein. All steel fittings and hardware shall be protected with a zinc coating applied in conformance with ASTM A 153. Barbed wire support arms shall withstand a load of 250 pounds (113 kg) applied vertically to the outermost end of the arm.
162-2.7 **CONCRETE.** Concrete shall be in accordance with Caltrans Section 90 Portland Cement Concrete.

162-2.8 **MARKING.** Each roll of fabric shall carry a tag showing the kind of base metal (steel, aluminum, or aluminum alloy number), kind of coating, the gauge of the wire, the length of fencing in the roll, and the name of the manufacturer. Posts, wire, and other fittings shall be identified as to manufacturer, kind of base metal (steel, aluminum, or aluminum alloy number), and kind of coating.

162-2.9 **YOKE ASSEMBLY.** Not used.

162-2.10 **PAD LOCKS.** Not used.

162-2.11 **MORTISE LOCK.** Not used.

162-2.12 **DRIVE ANCHORS.** Not used.

162-2.13 **SIGNS.** Signs shall be provided in accordance with the details shown on the Contract Drawings.

**CONSTRUCTION METHODS**

162-3.1 **CLEARING FENCE LINE.** All trees, brush, stumps, logs, and other debris within 10 feet of the fence centerline shall be removed in accordance with Item P-151, Clearing and Grubbing before starting fencing operations. The cost of removing and disposing of the material shall not constitute a pay item and shall be considered incidental to fence construction.

162-3.2 **INSTALLING POSTS.** Terminal posts shall be installed at fence ends, corners, angle points, and at intervals not exceeding 500 feet along straight sections of fence. Gate posts shall be installed on each side of each gate and at other locations recommended by the gate manufacturer. All other posts shall be line posts.

Posts shall be set in concrete at the required dimension and depth and at the spacing shown on the plans, unless otherwise specified.

Where shown on the plans, posts which are to be installed within wetland areas, or other soft, yielding soils as determined by the Engineer during construction, shall be installed by driving the post in the ground and securing them with drive anchors.

The concrete shall be thoroughly compacted around the posts by tamping or vibrating and shall have a smooth finish slightly higher than the ground and sloped to drain away from the posts. All posts shall be set plumb and to the required grade and alignment. No materials shall be installed on the posts, nor shall the posts be disturbed in any manner within 7 days after the individual post footing is completed.

Should rock be encountered at a depth less than the planned footing depth, a hole 2 in (50 mm) larger than the greatest dimension of the posts shall be drilled to a depth of 12 in (300 mm). After the posts are set, the remainder of the drilled hole shall be filled with grout, composed of one part Portland cement and two parts mortar sand. Any remaining space above the rock shall be filled with concrete in the manner described above.

In lieu of drilling, the rock may be excavated to the required footing depth. No extra compensation shall be made for rock excavation.
162-3.3 INSTALLING TOP RAILS AND TENSION WIRES. The top rail shall be continuous and shall pass through the post tops. The coupling used to join the top rail lengths shall allow for expansion. The bottom tension wire shall be installed within 6 inches of the bottom of the fabric and shall be at a consistent height throughout the length of fence.

162-3.4 INSTALLING BRACES. Horizontal brace rails, with diagonal truss rods and turnbuckles, shall be installed at all terminal posts. Horizontal brace rails, with diagonal truss rods and turnbuckles, shall also be installed at all gate posts (both sides of the gate post possible).

162-3.5 INSTALLING FABRIC. The wire fabric shall be firmly attached to the posts and braced in the manner shown on the plans. All wire shall be stretched taut and shall be installed to the required elevations. The fence shall generally follow the contour of the ground, with the bottom of the fence fabric no less than 1 in (25 mm) or more than 4 in (100 mm) from the ground surface. Grading shall be performed where necessary to provide a neat appearance.

At locations of small natural swales or drainage ditches and where it is not practical to have the fence conform to the general contour of the ground surface, longer posts may be used and multiple strands of barbed wire stretched thereon to span the opening below the fence. The vertical clearance between strands of barbed wire shall be 6 in (150 mm) or less.

162-3.6 ELECTRICAL GROUNDS. Electrical grounds shall be constructed at 500 ft (150 m) intervals and where a power line passes over the fence. Where powerlines cross, the ground shall be installed directly below the point of crossing. The ground shall be accomplished with a copper clad rod 8 ft (240 cm) long and a minimum of 5/8 in (15 mm) in diameter driven vertically until the top is 6 in (150 mm) below the ground surface. A No. 6 solid copper conductor shall be clamped to the rod and to the fence in such a manner that each element of the fence is grounded. Installation of ground rods shall not constitute a pay item and shall be considered incidental to fence construction.

162-3.7 INSTALLING SIGNS. Signs shall be installed on the fence and on gates at the locations shown and in accordance with the details shown on the Contract Drawings. The final location of signs on the gates shall be determined by the Owner during construction. The mounting system for signs on gates shall be such that signs do not interfere with operation of the gate.

No separate measurement for payment shall be made for providing and installing signs. Providing and installing signs shall be considered incidental to the work involved and the costs shall be included in the various pay items involved.

162-3.8 REMOVAL OF EXISTING FENCE. Existing fence locations and quantities shall be field verified by the Contractor and approved by the Engineer prior to removal. Fence removal shall include removal of the entire fence regardless of its size, including fabric, posts, foundations, gates and all appurtenances. Disposal of removed fence shall be off airport property. Holes left after fence removal shall be restored to a condition equal to or better than the surrounding area. No separate measurement for payment shall be made for restoration after fence removal. Restoration after fence removal shall be considered incidental to the work involved and the costs shall be included in the various pay items involved.

162-3.9 CLEANING AND RESTORATION OF SITE. After installation of fence is completed, the Contractor shall dispose of all surplus material, dirt and rubbish from the site. Suitable material may be deposited in embankment or shoulders areas. Unsuitable material shall be disposed off airport property.

Areas disturbed by the Contractor’s operation shall be restored to their original condition. Restoration of surfaces shall be performed in accordance with the details of the Contract Drawings.
Where fence is installed or removed outside of the general grading limits, or in areas that would not otherwise be disturbed, restoration shall be considered necessary and incidental to the work of this item and the costs shall be included in the associated pay items for fence installation or fence removal.

Where fence is installed or removed within the general grading limits, restoration of the area will not be necessary as payment for establishment of turf or pavement will be included in the various pay items of work involved.

The Contractor shall be responsible for maintaining all disturbed surfaces and restorations until final acceptance.

After all work is completed, the Contractor shall remove all tools and other equipment, leaving the entire site free, clear and in good condition.

**METHOD OF MEASUREMENT**

**162-4.1** Chain-link fence will be measured for payment by the linear foot (meter). Measurement will be along the top of the fence from center to center of end posts.

**162-4.2** Removal of chain link fence will be measured for payment by the linear foot. Measurement will be along the top of existing fence from center to center of end posts prior to removal. Measurement will include gate openings if gates are present.

**BASIS OF PAYMENT**

**162-5.1** Payment for chain-link fence will be made at the contract unit price per linear foot (meter). The prices shall be full compensation for furnishing all materials, and for all preparation, erection, and installation of these materials, and for all labor equipment, tools, and incidentals necessary to complete the item.

**162-6.2** Payment will be made at the contract unit price per linear foot for removal of existing chain link fence. This price shall be full compensation for all removal, handling and disposal of the existing fence and appurtenances and for all labor, equipment, tools and incidentals necessary to complete this item.

Payment will be made under:

- Item F-162-5.1 8-Foot Chain Link Fence with Barbed Wire - per linear foot

- Item F-162-5.2 Removal of Existing Fence - per linear foot

**162-6.1** The following "Shop and Setting Drawings", "Working Drawings", Catalogue Data" and "Certifications" shall be submitted for review:

- Catalogue data and certification that fence fabric meets the requirements specified.
- Certification that barbed wire meets the requirements specified.
- Catalogue data and certification showing that posts, rails and braces meet the requirements specified.
- Catalogue data and certification showing that gates meet the requirements specified.
- Concrete Mix Design.
### MATERIAL REQUIREMENTS

<table>
<thead>
<tr>
<th>ASTM Code</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>ASTM A 121</td>
<td>Zinc-Coated (Galvanized) Steel Barbed Wire</td>
</tr>
<tr>
<td>ASTM A 123</td>
<td>Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products</td>
</tr>
<tr>
<td>ASTM A 153</td>
<td>Zinc Coating (Hot-Dip) on Iron and Steel Hardware</td>
</tr>
<tr>
<td>ASTM A 392</td>
<td>Zinc-Coated Steel Chain-Link Fence Fabric</td>
</tr>
<tr>
<td>ASTM A 491</td>
<td>Aluminum-Coated Steel Chain-Link Fence Fabric</td>
</tr>
<tr>
<td>ASTM A 572</td>
<td>High-Strength Low-Alloy Columbium-Vanadium Steels of Structural Steel Quality</td>
</tr>
<tr>
<td>ASTM A 653</td>
<td>Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process</td>
</tr>
<tr>
<td>ASTM A 824</td>
<td>Metallic-Coated Steel Marcelled Tension Wire for Use With Chain Link Fence</td>
</tr>
<tr>
<td>ASTM A 1011</td>
<td>Steel Sheet and Strip, Hot-Rolled, Carbon, Structural, High-Strength Low-Alloy and High-Strength Low-Alloy with Improved Formability</td>
</tr>
<tr>
<td>ASTM B 117</td>
<td>Standard Practice for Operating Salt Spray (Fog) Apparatus</td>
</tr>
<tr>
<td>ASTM B 221</td>
<td>Aluminum and Aluminum-Alloy Extruded Bars, Rods, Wire Shapes and Tubes</td>
</tr>
<tr>
<td>ASTM B 429</td>
<td>Aluminum-Alloy Extruded Structural Pipe and Tube</td>
</tr>
<tr>
<td>ASTM F 668</td>
<td>Poly(vinyl Chloride)(PVC) and other Organic Polymer-Coated Steel Chain-Link Fence Fabric</td>
</tr>
<tr>
<td>ASTM F 1043</td>
<td>Strength and Protective Coatings on Metal Industrial Chain Link Fence Framework</td>
</tr>
<tr>
<td>ASTM F 1083</td>
<td>Pipe, Steel, Hot-Dipped Zinc-Coated (Galvanized) Welded, for Fence Structures</td>
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<td>ASTM F 1183</td>
<td>Aluminum Alloy Chain Link Fence Fabric</td>
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<tr>
<td>ASTM F 1345</td>
<td>Zinc-5% Aluminum-Mischmetal Alloy-Coated Steel Chain Link Fence Fabric</td>
</tr>
<tr>
<td>ASTM G 152</td>
<td>Operating Open Flame (Carbon-Arc) Light Apparatus for Exposure of Nonmetallic Materials</td>
</tr>
<tr>
<td>ASTM G 153</td>
<td>Operating Enclosed Carbon-Arc Light Apparatus for Exposure of Nonmetallic Materials</td>
</tr>
<tr>
<td>ASTM G 154</td>
<td>Operating Fluorescent Light Apparatus for UV Exposure of Nonmetallic</td>
</tr>
<tr>
<td>Material/Spec</td>
<td>Description</td>
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<tr>
<td>ASTM G 155</td>
<td>Operating (Xenon-Arc) Light Apparatus for Exposure of Nonmetallic Materials</td>
</tr>
<tr>
<td>FED SPEC RR-F-191/3</td>
<td>Fencing, Wire and Post, Metal (Chain-Link Fence Posts, Top Rails and Braces)</td>
</tr>
<tr>
<td>FED SPEC RR-F-191/4</td>
<td>Fencing, Wire and Post, Metal (Chain-Link Fence Accessories)</td>
</tr>
</tbody>
</table>

END OF ITEM F-162
ITEM T-906 HYDRO-SEEDING

DESCRIPTION.

906-1.1 Hydro-seeding and related operations, including liming and fertilizing, shall be performed in all areas outside the limits of the pavement where existing growth has been covered or removed or disturbed by stripping, grading, ditching or other construction operations as shown on the Plans or as directed by the Engineer in accordance with these Specifications.

MATERIALS.

906-2.1 FERTILIZER. Complete, partially organic, containing by weight:

| Nitrogen | 10% |
| Phosphorous | 6% |
| Potash | 4% |

906-2.2 SEED. The species and application rates of grass, legume and cover-crop seed furnished shall be those stipulated herein. Seed shall conform to the requirements of Federal Specification JJJ-S-181.

Seed shall be furnished separately or in mixtures in standard containers with the seed name, lot number, net weight, percentages of purity and of germination and hard seed, and percentage of maximum weed seed content clearly marked for each kind of seed. The Contractor shall furnish the Engineer duplicate signed copies of a statement by the vendor certifying that each lot of seed has been tested by a recognized laboratory for seed testing within six months of date of delivery. This statement shall include: name and address of laboratory, date of test, lot number of each kind of seed and the results of tests as to name, percentages of purity and of germination, and percentage of weed content for each kind of seed furnished, and, in the case of a mixture, the proportions of each kind of seed.

Areas to be hydro-seeded shall be tilled to a depth of 5 inches. Grass seed shall be fresh, recleaned seed of the latest crop. The seed mixture shall comply with Caltrans Standard Specifications Section 20-2.10. The exact quantity of bulk seed used will depend on the grade of seed available. The tolerance for P.L.S. shall be those called official and tabulated on pages 22 and 23, United States Department of Agriculture Services and Regulatory Announcement No. 156.

906-2.3 MULCHING. Mulching shall be wood fiber processed so that the fibers will remain in uniform suspension in water under agitation and will blend with grass seed, fertilizer and other additives to form a homogenous slurry. It shall have the characteristics which, upon hydraulic application, shall form a blotter-like ground coating with moisture absorption and percolation properties and the ability to cover and hold grass seed in intimate contact with the soil.

Wood fiber shall contain no growth or germination inhibiting factors, and shall be dyed green. Wood fibers shall be supplied in the manufacturer's standard containers weighing not over 100 pounds each, with the name of the material, net weight of contents, the manufacturer's name and the air dry weight of fiber (equivalent to 10% moisture) appearing on each container.
Mulching shall have the following properties:

1. Percent Moisture Content: 10%
2. Percent Organic Matter (Wood Fiber): 99.2%
3. Percent Ash Content: .8%
4. pH: 4.8
5. Water Holding Capacity: 1,000 grams of water/100 grams of fiber (min.)

906-2.4 LIME. Lime shall be ground limestone containing not less than 85% of total carbonates, and shall be ground to such fineness that 90% will pass through a No. 20 mesh sieve and 50% will pass through a No. 100 mesh sieve. Coarser material will be acceptable, providing the rates of application are increased to provide not less than the minimum quantities and depth specified in the special provisions on the basis of the two sieve requirements above. Dolomitic lime or a high magnesium lime shall contain at least 50% of magnesium oxide. All liming materials shall conform to the requirements of ASTM C 602.

SUBMITTALS AND CERTIFICATIONS.

906-3.1 Submittals of "Shop and Setting Drawings", "Working Drawings", "Catalogue Data" and "Certifications" for review shall be submitted in accordance with appropriate sections of the General Provisions. Submittal and Certifications required are as follows:

- Catalogue data and certification showing that the seed mixture percent by weight, percent purity and percent germination meet the requirements specified.

- Catalogue data and certification showing that the guaranteed analysis of fertilizer meets the requirements specified.

CONSTRUCTION METHODS.

906-4.1 ADVANCE PREPARATION AND CLEANUP. After grading of areas has been completed and before applying fertilizer and ground limestone, areas to be hydro-seeded shall be raked or otherwise cleared of stones larger than 1 inch in any diameter, sticks, stumps and other debris which might interfere with sowing of seed, growth of grasses or subsequent maintenance of grass covered areas. If any damage by erosion or other causes has occurred after the completion of grading and before beginning the application of fertilizer and ground limestone, the Contractor shall repair such damage. This may include filling gullies, smoothing irregularities and repairing other incidental damage.

An area to be hydro-seeded shall be considered a satisfactory seedbed without additional treatment if it has recently been thoroughly loosened and worked to a depth of not less than 5 inches as a result of grading operations and, if immediately prior to hydro-seeding, the top 3 inches of soil is loose, friable, reasonably free from large clods, rocks, large roots, or other undesirable matter, and if shaped to the required grade.

However, when the area to be hydro-seeded is sparsely sodded, weedy, barren and unworked, or packed and hard, any grass and weeds shall first be cut or otherwise satisfactorily disposed of, and the soil then scarified or otherwise loosened to a depth not less than 5 inches. Clods shall be broken and the top 3 inches of soil shall be worked into a satisfactory seedbed by discing, or by use of cultipackers, rollers, drags, harrows, or other appropriate means.

906-4.2 FERTILIZING. Fertilizer in the slurry mix shall be such that 20 pounds of commercial 10-6-4 fertilizer shall be applied per 1,000 square feet.
906-4.3 SEEDING MIXTURE. The seed mixture in the slurry mix shall be such that 3 pounds of seed shall be applied per 1,000 square feet.

906-4.4 APPLICATION METHOD. Particular care shall be exercised to insure that the application is made uniformly and at the prescribed rate and to guard against misses and overlapped areas. Proper predetermined quantities of the mixture in accordance with specifications shall be used to cover specified sections of known area. Checks on the rate and uniformity of application may be made by observing the degree of wetting of the ground or by distributing test sheets of paper or pans over the area at intervals and observing the quantity of material deposited thereon.

Lime shall be applied separately and prior to the application of any fertilizer or seed and only on seedbeds which have previously been prepared as described above. The lime shall then be worked into the top 3 inches of soil after which the seedbed shall again be properly graded and dressed to a smooth finish.

906-4.5 MAINTENANCE OF SEEDED AREAS. The Contractor shall protect seeded areas against traffic or other use by warning signs or barricades, as approved by the Engineer. Surfaces gullied or otherwise damaged following seeding shall be repaired by re-grading and reseeding as directed. The Contractor shall mow, water as directed, and otherwise maintain seeded areas in a satisfactory condition until final inspection and acceptance of the work.

It is required that the Contractor establish a good stand of grass of uniform color and density to the satisfaction of the Engineer. If at the time when the contract has been otherwise completed it is not possible to make an adequate determination of the color, density, and uniformity of such stand of grass, payment will not be made for the unaccepted portions of the areas until such time as these requirements have been met.

METHOD OF MEASUREMENT

906-5.1 Measurement for this item shall be at the contract unit price per acre (or partial acre) for hydro-seeding furnished and installed. Item shall include all materials, equipment, labor and incidentals necessary to complete the item.

BASIS OF PAYMENT

906-6.1 Payment will be made at the contract unit price per acre (or partial acre) of hydro-seeding installed. This price shall be full compensation for all labor, equipment, tools and incidentals necessary to complete the item.

Payment will be made under:

    Item T-906-6.1 Hydro-seeding – per acre
MATERIAL REQUIREMENTS

ASTM C602  Agricultural Liming Materials
Fed. Spec. JJJ-S-181B  Agricultural Seeds

END OF ITEM T-906
ITEM M-100 MAINTENANCE AND PROTECTION OF TRAFFIC

DESCRIPTION

100-1.1 GENERAL. This work shall consist of maintaining aircraft and vehicular traffic and protecting the public from damage to person and property within the limits of and for the duration of the Contract. Contractor is responsible for maintenance and repair of these items, regardless of cause of damage, until the project is accepted.

The following items are specifically included without limiting the generality implied by these Specifications and the Contract Drawings. Contractor is responsible for maintenance and repair of these items, regardless of cause of damage, until the project is accepted.

- Restoration of all surfaces disturbed as a result of the Contractor's Operations which are not otherwise paid for.
- Installation, maintenance, repair and removal of temporary access roads and maintenance and repair of existing access roads.
- Installation, maintenance, repair and removal of temporary security fencing and gates.
- Installation, maintenance, repair and removal of temporary barricades, barricade lights, barricade flags, warning signs and hazard markings.
- Cleaning and maintenance of all paved areas.
- Security requirements.

METHOD OF MEASUREMENT

100-2.1 No separate measurement or payment shall be made for Maintenance and Protection of Traffic, the cost of which shall be considered incidental to other bid items.

END OF ITEM M-100
ITEM M-150 PROJECT SURVEY AND STAKEOUT

DESCRIPTION

150-1.1 Project survey and stakeout shall be in accordance with this specification. The Contractor shall do all necessary surveying required to construct all elements of the Project. Project survey and stakeout shall be performed by competently qualified personnel acceptable to the Engineer. The survey and stakeout shall be progressed in advance of construction operations such that the layout does not impede the construction schedule. All survey work shall be provided under the direction of a Licensed Surveyor licensed in the State in which the project is located.

MATERIALS

150-2.1 All instruments, equipment, stakes and any other material necessary to perform the work satisfactorily shall be provided by the Contractor. It shall be the Contractor’s responsibility to maintain these stakes in their proper position and location at all times.

Upon request, the Contractor shall make available to the Engineer, a rod, level, and tripod. The rod shall be 15 feet in length with hundredth of a foot graduation. The level shall be self leveling and have documentation demonstrating it has been calibrated within one month of the project’s commencement. All equipment provided shall be in good working order and maintained by the Contractor throughout the duration of the project.

CONSTRUCTION METHODS

150-3.1 GENERAL. Project survey and stakeout shall be in accordance with Section 50-06 “Construction Layout and Stakes” of the General Provisions and this specification.

Contractor's surveyor shall be onsite during installation of NAVAIDS to verify elevations, alignment and siting angles.

150-3.2 LAYOUT AND STAKEOUT. The Contractor shall be responsible for trimming trees, brush and other objects from survey lines in advance of all survey work to permit accurate and unimpeded work by his survey crews.

The exact position of all work shall be established from control points, baseline points or other points of similar nature which are shown on the Contract Drawings. Any error, apparent discrepancy or absence in or of data shown or required for accurately accomplishing the stakeout survey shall be referred to the Engineer for interpretation or furnishing when such is observed or required. Stakes shall be clearly and legibly marked based on computations and measurements made by the Contractor. Markings shall include centerline station, offset and cut or fill marks. If markings become faded or blurred, they shall be restored by the Contractor, if requested by the Engineer. Contractor shall locate and place all cut, fill, slope, fine grade or other stakes and points for the proper progress of the work. All control points shall be properly guarded and flagged for easy identification. Reference points, baselines, stakes and benchmarks for borrow pits shall be established by the Contractor. Permanent survey marker locations shall be established and referenced by the Contractor.

The Contractor shall be responsible for the accuracy of his work and shall maintain all reference points, stakes, etc., throughout the life of the Contract. Damaged or destroyed points, benchmarks or stakes, or any reference points made inaccessible by the progress of the construction, shall be replaced or transferred by the Contractor. Any of the above points which may be destroyed or damaged shall be transferred by the Contractor before they are damaged or destroyed. All control points shall be referenced
by ties to acceptable objects and recorded. Any alterations or revisions in the ties shall be so noted and the information furnished to the Engineer immediately. All stakeout survey work shall be referenced to the centerlines shown on the Contract Drawings indicating station and offset. All computations necessary to establish the exact position of the work from control points shall be made by the Contractor. All computations, survey notes and other records necessary to accomplish the work shall be neatly made, and shall be made available to the Engineer upon request.

The Engineer may check all or any portion of the stakeout survey work or notes made by the Contractor. Any necessary correction to the work shall be made immediately by the Contractor. Such checking by the Engineer shall not relieve the Contractor of any responsibilities for the accuracy or completeness of his work.

Upon completion of all grading and paving work, the Contractor shall re-establish baseline points, control points, and centerline points at 100 foot stations. The baseline points, control points, and centerline points to be established shall be the same as those used to develop design quantities.

Prior to the final cross-section survey of any borrow pits by the Engineer, the Contractor shall re-establish baseline points and stationing, as well as any necessary benchmarks as required by the Engineer.

Existing property corners, markers, stakes, iron pins, and survey monuments defining property lines which have a high probability of being disturbed during construction shall be properly tied into fixed reference points before being disturbed and accurately reset in their proper position upon completion of the work.

METHOD OF MEASUREMENT

150-4.1 Measurement for payment of project survey and stakeout will be made on a lump sum basis. Measurement for partial payments, at the discretion of the Engineer, will be in proportion to the total amount of contract work completed.

BASIS OF PAYMENT

150-5.1 The lump sum price bid shall include the cost of furnishing all labor, equipment, instruments and all other material necessary to satisfactorily complete the project surveying and stakeout.

Partial payments of the lump sum price bid may be made for this item as the work progresses, at the discretion of the Engineer.

Payment will be made under:

Item M-150-5.1 Project Survey and Stakeout – per lump sum

END OF ITEM M-150
Item M-200  Mobilization

DESCRIPTION

200-1.1 Under this work the Contractor shall set up his necessary general plant, including shops, storage areas, office and such sanitary and other facilities as are required by local or state law or regulation.

MATERIALS

200-2.1 Such materials as are required for mobilization and that are not to be a part of the completed contract shall be as determined by the Contractor, except that they shall conform to all pertinent local or state law, regulation or code.

CONSTRUCTION DETAILS

200-3.1 The work required to provide the above facilities and services for mobilization shall be done in a safe and workmanlike manner and shall conform with any pertinent local or state law, regulation or code. Good housekeeping consistent with safety shall be maintained.

METHOD OF MEASUREMENT

200-4.1 Measurement for payment of mobilization will be made on a lump sum basis. Measurements for partial payment may be made at the discretion of the Engineer as the work progresses based on contract time or percent of work completed.

BASIS OF PAYMENT

200-5.1 The amount bid for mobilization for the base bid shall not exceed six percent (6%) of the base bid price, excluding the bid price for mobilization. The amount bid for mobilization for alternates, or alternate add-ons, where a mobilization item is listed, shall not exceed six percent (6%) of the total bid price for that alternate, or that alternate add-on, excluding that alternate's bid price for mobilization. Should the bidder exceed the foregoing six percent (6%), the Engineer will make the necessary adjustment to determine the total amount bid based on the arithmetically correct proposal.

The amount bid shall include the furnishing and maintaining of services and facilities noted under 200-1, Description, to the extent and at the time the Contractor deems them necessary for his operations, consistent with the requirements of this work and the respective contract.

The amount bid shall be payable to the Contractor with the first progress estimate made for other contract work. Unless provided for elsewhere, the cost of required insurance and bonds and/or any initiation of the contract work may be included in this work.

Payment will be made under:

Item M-200-5.1 Mobilization (6% Maximum) - per lump sum

END OF ITEM M-200