

DAVE CORTESE, CHAIR  
Chair of MTC and BATA

August 2, 2016

JAKE MACKENZIE, VICE CHAIR  
Vice Chair of MTC and BATA

**REQUEST FOR PROPOSAL (RFP)**

TOM BATES  
Vice Chair,  
BATA Oversight Committee

**Backup Generator Retrofit 2**

AMY REIN WORTH  
Chair,  
BATA Oversight Committee

NOTICE IS HEREBY GIVEN that the Bay Area Headquarters Authority (BAHA) invites your firm to submit a proposal for the Backup Generator Retrofit 2.

DAVID CAMPOS  
Vice Chair,  
MTC Administration Committee

The Request for Proposal (RFP) documents for this project are available for download on the MTC website at <http://procurements.mtc.ca.gov/>. Proposers are responsible for checking the website for any Addenda to this RFP. Responses should be submitted in accordance with the instructions set forth in the RFP.

ADRIENNE TISSIER  
Chair,  
MTC Administration Committee

Interested firms must submit one electronic PDF version, of their proposal by **4:00 p.m. on Wednesday, August 24, 2016** in accordance with the instructions contained in the RFP. In addition to the electronic copy, Proposers may also submit an original and three (3) copies by the deadline for submittal of proposals. Other key RFP Dates are listed in Section V, Consultant Selection Timetable of the RFP.

STEVE HEMINGER  
Executive Director

ALIX BOCKELMAN  
Deputy Executive Director, Policy

ANDREW B. FREMIER  
Deputy Executive Director, Operations

*BAHA Point of Contact*  
Andrew L. Nguyen  
Bay Area Headquarters Authority  
Bay Area Metro Center  
375 Beale Street, 7<sup>th</sup> Floor Receptionist  
San Francisco, CA 94105  
E-mail: [alnguyen@mtc.ca.gov](mailto:alnguyen@mtc.ca.gov)

Thank you for your interest.

Sincerely,



Andrew B. Fremier  
Deputy Executive Director, Operations

AF: rh

J:\CONTRACT\Procurements\Equipment-Supplies\RFPs\Backup Generator Retrofit 2\Backup Generator Retrofit RFP 2.final.docx

## TABLE OF CONTENTS

|  |           |
|--|-----------|
| <b>I. BAHA AND PROJECT DESCRIPTION .....</b>   | <b>2</b>  |
| A. DESCRIPTION OF BAHA.....  | 2         |
| B. PROJECT DESCRIPTION .....   | 2         |
| <b>II. PROPOSER MINIMUM QUALIFICATIONS .....</b>   | <b>2</b>  |
| <b>III. SCOPE OF WORK, PERIOD OF PERFORMANCE, AND BUDGET .....</b>                                   | <b>2</b>  |
| A. SCOPE OF WORK .....   | 2         |
| B. PERIOD OF PERFORMANCE .....   | 2         |
| C. BUDGET .....  | 3         |
| <b>IV. PROPOSERS' CONFERENCE, WALKTHROUGH AND REQUESTS FOR CLARIFICATION OR<br/>EXCEPTIONS .....</b> | <b>3</b>  |
| <b>V. CONSULTANT SELECTION TIMETABLE .....</b>   | <b>3</b>  |
| <b>VI. SUBMITTAL OF PROPOSALS .....</b>  | <b>3</b>  |
| <b>VII. FORM OF PROPOSAL .....</b>   | <b>5</b>  |
| <b>VIII. PROPOSAL EVALUATION .....</b>   | <b>8</b>  |
| A. VERIFICATION OF MINIMUM QUALIFICATIONS.....   | 8         |
| B. REVIEW FOR GENERAL RESPONSIVENESS .....   | 8         |
| C. EVALUATION PANEL AND EVALUATION CRITERIA .....  | 8         |
| D. PROPOSER DISCUSSIONS.....   | 9         |
| E. REQUEST FOR BEST AND FINAL OFFER .....  | 9         |
| F. RECOMMENDATION FOR CONTRACT AWARD.....  | 10        |
| <b>IX. GENERAL CONDITIONS .....</b>  | <b>10</b> |
| A. AWARD .....   | 10        |
| B. CONTRACT ARRANGEMENTS .....   | 10        |
| C. SELECTION DISPUTES .....  | 11        |
| D. PUBLIC RECORDS .....  | 11        |
| E. KEY PERSONNEL .....   | 12        |
| F. CONFLICTS OF INTEREST .....   | 12        |
| G. NOT USED .....  | 13        |
| H. NOT USED .....  | 13        |
| I. WEB-BASED COMMUNICATION .....   | 13        |
| J. PAYMENT, SUB-CONTRACTOR AND PREVAILING WAGE INFORMATION .....                                     | 13        |
| <b>APPENDIX A, SCOPE OF WORK .....</b>   | <b>14</b> |
| <b>APPENDIX A-1, SELECTIVE CATALYTIC REDUCTION SPECIFICATIONS .....</b>                              | <b>17</b> |
| <b>APPENDIX A-2, ENGINE TEST SPECIFICATION .....</b>   | <b>18</b> |
| <b>APPENDIX A-3, PHOTOGRAPHS OF SITE CONDITIONS.....</b>   | <b>19</b> |
| <b>APPENDIX B, PROPOSAL FORM .....</b>   | <b>26</b> |
| <b>APPENDIX C, CONSULTANT'S REFERENCE FORM .....</b>   | <b>29</b> |
| <b>APPENDIX D, CALIFORNIA LEVINE ACT STATEMENT.....</b>  | <b>31</b> |
| <b>APPENDIX E, BAHA STANDARD CONSULTANT CONTRACT .....</b>   | <b>32</b> |
| <b>APPENDIX E-1, INSURANCE REQUIREMENTS .....</b>  | <b>33</b> |

## I. BAHA AND PROJECT DESCRIPTION

### A. Description of BAHA

The Bay Area Headquarters Authority (BAHA) was created as a Joint Powers Authority (JPA) between the Metropolitan Transportation Commission (MTC) and the Bay Area Toll Authority (BATA) to purchase and develop 375 Beale Street, San Francisco for the Regional Agency Headquarters Facility. MTC was created by the state Legislature in 1970 (California Government Code § 66500 *et seq.*) to serve as the transportation planning, coordinating and financing agency for the nine-county San Francisco Bay Area. BATA was created by the California Legislature in 1997 to administer the base \$1 auto toll on the San Francisco Bay Area's seven state-owned toll bridges.

### B. Project Description

In an effort to reduce diesel particulate matter emissions and greenhouse gases (black carbon) from the backup generator at the Bay Area Regional Agency Headquarters facility, located at the Bay Area Metro Center, 375 Beale Street, San Francisco, California, 94105, BAHA is seeking a consultant to install a retrofit device on the existing backup generator, which is further described in *Appendix A, Scope of Work*.

A detailed description of work is included in *Appendix A, Scope of Work*.

## II. PROPOSER MINIMUM QUALIFICATIONS

Proposals must demonstrate that the firm or team submitting the proposal (“Proposer”) meets the following Minimum Qualifications to be eligible for consideration for this project.

1. Proposer must have been engaged for the past five (5) years in providing generator maintenance, repair, or retrofit services on equipment similar to the one described in *Appendix A, Scope of Work*; and
2. Proposer must provide five verifiable examples where Proposer completed projects similar to the work described in *Appendix A, Scope of Work*.
3. The Proposer, or firm on Proposer’s team that is conducting the installation work, must be registered with the Department of Industrial Relations (DIR) prior to submitting a proposal in response to this RFP

## III. SCOPE OF WORK, PERIOD OF PERFORMANCE, AND BUDGET

### A. Scope of Work

The scope of work for the project is provided in *Appendix A, Scope of Work*. The firm selected to enter into a contract (“Consultant”) will be expected to perform all work and analysis necessary to complete the scope of work.

### B. Period of Performance

BAHA expects the work to commence on or about August 1, 2016, and to be completed no later than June 30, 2017. At BAHA’s sole option, the contract may be extended for one (1) additional year for work contemplated by *Appendix A, Scope of Work*.

### **C. Budget**

BAHA has budgeted approximately five hundred thousand dollars (\$500,000) for this effort. Additional funding may be available in future Fiscal Years (FY's) subject to approval of future BAHA budgets.

## **IV. PROPOSERS' CONFERENCE, WALKTHROUGH AND REQUESTS FOR CLARIFICATION OR EXCEPTIONS**

A non-mandatory Proposers' Conference and walkthrough will be held at 11:00 a.m. on Wednesday, August 10, 2016 at the Bay Area Metro Center Building, 375 Beale Street, San Francisco, and beginning in CR – 107 Ohlone Conference Room. The Proposers Conference will provide an opportunity for Proposers to discuss the current generator equipment, backup power requirements, building electrical infrastructure, with the BAHA Project Manager, Robert Hoffman or his designee. The Proposers Conference will be followed by a walkthrough of the worksite.

Any addenda will be posted on BAHA's website. All Proposers are responsible for checking the website for any addenda to the bid documents.

Any requests for clarification of or exceptions to RFP requirements must be received by BAHA no later than 5:00 p.m. on Thursday, August 11, 2016, to guarantee a response or consideration. BAHA reserves the right to reject any proposal that contains unauthorized conditions or exceptions.

## **V. CONSULTANT SELECTION TIMETABLE**

|  |   |
|--|---|
| 11:00 a.m. on Wednesday, August 10, 2016                                   | Non-mandatory Proposers' Conference, at 375 Beale Street, San Francisco, CA 94105, beginning in CR – 107 Ohlone Conference Room |
| 5:00 p.m. on Monday, August 15, 2016                                       | Closing date/time for receipt of requests for modifications/exceptions  |
| No later than three (3) business days prior to the date proposals are due. | Deadline for protesting RFP provisions  |
| <b>4:00 p.m., Wednesday, August 24, 2016</b>                               | <b>Closing date/time for receipt of proposals</b>   |
| Wednesday, August 31, 2016*  | Interviews/Discussions (if held)*   |
| Wednesday, September 7, 2016*  | Date for receipt of Best and Final Offers (if required)   |
| Wednesday, September 28, 2016*   | BAHA Committee Approval   |

*\*Interview, award and approval dates are approximate and are subject to change before or after the closing date of the RFP.*

## **VI. SUBMITTAL OF PROPOSALS**

1. Interested firms must submit one electronic PDF version, of their proposal by **4:00 p.m. on Wednesday, August 24, 2016. In addition, proposers may submit one (1) original and three (3) copies by the deadline for submittals.**

2. Proposals are to be addressed as follows:

Backup Generator Retrofit 2 RFP  
Attention: Andrew L. Nguyen  
375 Beale Street, 7th Floor Receptionist  
San Francisco, CA 94105  
alnguyen@mtc.ca.gov

3. Proposer's name and return address must also appear on the envelope.

4. Proposals will be received only at the address and/or email address shown above and **no later than the date and time indicated**. BAHA is not responsible for deliveries delayed for any reason. Any proposals received after said date and time or at a place other than the stated address cannot be considered and will be returned to the Proposer unopened.

5. All proposals, whether delivered by an employee of the Proposer, U.S. Postal Service, courier or package delivery service, must be received and time stamped at the stated address **prior to or no later than the time designated**. The MTC email receipt time shall be the official timestamp for acceptance of electronically mailed proposals. The timestamp located on the 7<sup>th</sup> floor at the receptionist desk shall be considered the official timepiece for the purpose of establishing the time of receipt of hardcopy proposals.

6. Proposer agrees and acknowledges all RFP specifications, terms and conditions and indicates ability to perform by submission of a proposal.

7. A signed proposal submitted to BAHA in response to this RFP shall constitute a binding offer from Proposer to contract with BAHA according to the terms of the proposal for a period of 120 days after the proposals are due to BAHA.

8. A proposal may be withdrawn at any time before the date and time when proposals are due by submitting a written request for its withdrawal to the BAHA Project Manager.

9. This RFP does not commit BAHA to award a contract or to pay any costs incurred by any Proposer in the preparation of a proposal in response to this RFP.

10. Only one proposal will be accepted from any one person, partnership, corporation, or other entity; however, several alternatives may be included in one response.

11. BAHA reserves the right to accept or reject all proposals submitted, waive minor irregularities, request additional information, or revisions to offers, and negotiate with any or all Proposers.

12. BAHA reserves the right in its sole discretion not to enter into any contract as a result of this RFP.

13. If the selected Proposer fails to enter into a contract with BAHA in a timely manner as determined by BAHA, in accordance with the terms and conditions of this RFP, BAHA reserves the right to reject the proposal and enter into a contract with the next highest scoring Proposer.

14. Online Vendor Registration is required to be eligible for contract award. Proposers should visit <http://procurements.mtc.ca.gov/Vendors/vendor-information.html> to register in the MTC Vendor Database.

15. The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of Central Contractor Registration / Federal Agency Registration (CCR/FedReg), Online Representations and Certifications Application (ORCA), and Excluded Parties List System (EPLS). Firms submitting proposals for contracts with federal funds must register on the SAM website at <https://www.sam.gov/portal/SAM/##11> prior to proposal submission.

## **VII. FORM OF PROPOSAL**

Proposals must be signed and include a statement that the person or persons signing the proposal is/are authorized to authorize and submit the proposal on behalf of the Proposer. Page limits, where specified, are for single-sided print. Proposers are encouraged to print double-sided copies to save paper.

Proposal content and completeness are most important. Clarity is essential and will be considered in assessing the Proposer's capabilities.

Proposers must provide the information listed below. Any material deviation from these requirements may be cause for rejection of the proposal, as determined in BAHA's sole discretion.

Each proposal must include the following:

### **A. Transmittal Letter**

Proposals must include a transmittal letter signed by an official authorized to solicit business and enter into contracts for the firm and containing the name and telephone number of a contact person, if different from the signatory. Indicate whether there are any conflicts of interest, actual or apparent, that would limit the Proposer's ability to provide the requested services and describe the plan for mitigating such conflicts. Acknowledge the receipt of this RFP and any Addendum to the RFP. Indicate that the proposal is a firm offer to enter into a contract to perform work related to this RFP for a period of 120 days from the due date for proposals. Provide the firm's DIR Registration Number.

### **B. Title Page**

Proposals must include a title page that includes the RFP subject, the name of the Proposer's firm, local address, telephone number, name of contact person, contact person's email address, and the date.

### **C. Table of Contents**

Proposals must include a table of contents that includes a clear identification of the material by section and page number.

### **D. Overview and Summary**

This section should clearly convey the Proposer's understanding of the nature of the work and the general approach to be taken, and identify any specific considerations. It should include, but not be limited to, the following:

1. A discussion of the project's purpose;
2. A summary of proposed approach; and

3. The assumptions made in selecting the approach.

#### E. Work Plan

This section should present a work plan for the tasks described in *Appendix A, Scope of Work*. This information must be provided in Section III, Work Plan of *Appendix B, Proposal Form*, or as an attachment to *Appendix B, Proposal Form*. The proposed work plan should:

1. a. Discuss the Proposers process for:
    - i) Selection of the proposed solution including:
      - (1) A detailed explanation for how the solution was chosen, including a discussion of other options considered and technical reasons why the proposed solution will work best to reduce emissions from the on-site generator; and
      - (2) A detailed timeline for installation of the solution, including estimated dates for design, fabrication, installation, and testing
    - ii) Establishing an emissions baseline for the existing engine, including but not limited to data logging;
    - iii) Obtaining items including, but not limited to engineering drawings, architectural drawings, and permits for the proposed solution;
    - iv) Integrating the proposed solution with the current SCR equipment on-site and a detailed description of how both systems will function together;
    - v) How the temporary back-up power solution will be integrated with the current building power systems while the generator is offline;
    - vi) Post installation emissions testing and verification;
    - vii) Post installation training and support for building operations staff; and
    - viii) Annual cost for maintenance for the equipment installed, if necessary, broken out in detail (labor, parts, etc.).
  - b) Providing the following information:
    - i) Certification from the solutions manufacturer of the proposed device for the application in which the Proposer wishes to apply it;
    - ii) Verification from the engine manufacturer on the applicability of the proposed retrofit device to the engine duty cycle to which it will be assigned; and
    - iii) How the proposed solution will deal with noise from the generator and how the proposed solution will not exceed the level of noise output currently from the existing generator.
2. Provide a staffing plan for the project and a plan for coordinating work with other contractors working at or around the Bay Area Metro Center as indicated in *Appendix A, Scope of Work*. o
  3. Identify and explain any problem areas and/or potential obstacles (such as maintaining schedule, budget overruns, feasibility, etc.) to successful completion of the Scope of Work, attached as *Appendix A*. Discuss methods, formal and informal, that you will use to track and resolve these problems/obstacles during the project.

## F. Qualifications and References

1. Describe proposed team's qualifications specific to the requirements set forth in Section II, Proposer Minimum Qualifications. This information must be provided in Section II, Minimum Qualifications, and Section IV, Qualifications and References of *Appendix B*, Proposal Form. Identify the personnel, including subconsultants' personnel, whose expertise or experience addresses each of the specified needs. Proposers are welcome to identify and provide examples of any other qualifications they feel are critical to the successful completion of the Scope of Work attached as *Appendix A*.
2. Identify key personnel (including subconsultant personnel) and briefly discuss individual qualifications to perform each task. Each key personnel resume should not exceed two pages.
3. Provide a completed *Appendix C, Consultants Reference Form*, with succinct description (one page maximum per project) of at least five previous projects similar to the Scope of Work attached as *Appendix A*, indicating the project title, duration, budget, sponsoring agency and sponsor project manager, and roles played by individuals proposed for this project. Include the name of the agency for whom the work was performed, year performed, name of the contact person and their telephone number.
4. Provide a summary of all contracts your firm (including subconsultants) has held with MTC, MTC SAFE, BATA, BAIFA or BAHA in the past three years, including a brief description of the scope of work, the contract amount, and date of execution. Performance on any MTC, MTC SAFE, BATA, BAIFA or BAHA contract within the past three years may be considered as reference information or when past performance is included as an evaluation factor as noted in Section VIII, Proposal Evaluation.

## G. Cost Proposal

Based on the work and staffing plan described in response to E.1 and E.2, listed above, provide a detailed breakdown of the expected expenditures of funds for all work described in *Appendix A, Scope of Work*. The budget should include, but is not limited to, a line item budget inclusive of: drawing; permitting; construction; commissioning; provision of backup power; parts; equipment; training and support; and labor costs with billing rates for each phase.

A line item budget should be submitted for all work required for the project. The line item budget should present a breakdown of costs by cost categories, including billing rates for key personnel and job classifications. The line item budget should be set forth on the Proposal Form attached as *Appendix B* to this RFP. A line item budget should also be submitted for proposed sub-consultants with contracts estimated to exceed \$25,000. *Appendix B* is available in electronic format upon request.

## H. California Levine Act Statement

Submit a signed Levine Act statement (*Appendix D*).

## I. Insurance Provisions

Submit a signed acknowledgement that the Proposer agrees to provide the required certificates of insurance providing verification of the minimum insurance requirements listed in *Appendix E-1, Insurance Requirements*, within ten (10) days of BAHA's notice to firm that it is the successful Proposer.

(See Section IX.B of the RFP for how to request exceptions to the minimum insurance requirements.)

## J. Taxpayer Identification Number and Certification

Submit a W-9, Request for Taxpayer Identification Number and Certification (containing original signature) available at <http://www.irs.gov/pub/irs-pdf/fw9.pdf>.

# VIII. PROPOSAL EVALUATION

## A. *Verification of Minimum Qualifications*

The BAHA Project Manager will review proposals to ensure that each proposal meets the Minimum Qualifications set out in Section II, Proposer Minimum Qualifications of this RFP. Proposers failing to meet the Minimum Qualifications will not be considered.

## B. *Review for General Responsiveness*

The BAHA Project Manager, in consultation with the BAHA's Office of General Counsel, will conduct an initial review of the proposals for general responsiveness and inclusion of the items requested in Section VII, Form of Proposal. Proposers failing to meet the Minimum Qualifications listed in this RFP or to satisfy the federal Disadvantaged Business Enterprise (DBE) requirements (if applicable), will not be considered responsive. Also, any proposal that does not include enough information to permit the evaluators to rate the proposal in any one of the evaluation factors listed below will be considered non-responsive and will not be evaluated. A proposal that fails to include one or more items requested in Section VII, Form of Proposal may be considered responsive, if evaluation in every criterion is possible. BAHA reserves the right to request additional information from responsive Proposers prior to evaluation.

## C. *Evaluation Panel and Evaluation Criteria*

Responsive proposals will then be evaluated by an evaluation panel of BAHA staff. The evaluation of the proposals shall be within the sole judgment and discretion of the evaluation panel.

All contact during the evaluation phase shall be through the BAHA Project Manager only. Proposers shall neither contact nor lobby any evaluation panel members during the evaluation process. Any attempt by Proposer to contact and/or influence members of the evaluation panel may result in disqualification of Proposer.

Responsive proposals shall be evaluated on the basis of the following evaluation factors, with their relative importance indicated by percentages:

1. Individual and team expertise and experience providing similar services; (15%)
2. Approach to completing the project, including but not limited to: understanding of the need, requirements, and timeline for completion; (25%)
3. Cost effectiveness, including hourly rates, reasonableness and appropriateness of task budget. (25%)
4. Cost - Each Proposers cost proposal will be weighted relative to the lowest cost proposal submitted in response to this RFP as follows: (25%)

Example:

| <b>Proposer</b> | <b>Proposed Cost</b> | <b>Calculation of Points</b>                        | <b>Points Assigned</b> |
|-----------------|----------------------|---|------------------------|
| Proposer A      | \$400,000            | Full 25 percentage points                           | 25.00                  |
| Proposer B      | \$550,000            | \$400K divided by Proposer B cost, multiplied by 25 | 18.18                  |
| Proposer C      | \$650,000            | \$400K divided by Proposer C cost, multiplied by 25 | 15.38                  |

5. Written and oral communication skills. (10%)

***D. Proposer Discussions***

Following the initial evaluation, the evaluation panel may elect to recommend award to a particular Proposer (with or without interviews), or to enter into discussions with a “short list” of Proposers, consisting of those Proposers reasonably likely, in the opinion of the panel, to be awarded the contract.

The purpose of discussions with a Proposer on the “short list” will be to identify to that Proposer’s specific deficiencies and weaknesses in its proposal and to provide the Proposer with the opportunity to consider possible approaches to alleviating or eliminating them. These deficiencies or weaknesses may include such things as technical issues, management approach, cost, or team composition. Discussions may take place through written correspondence and/or during face-to-face interviews. The Proposer’s project manager, as well as other key personnel identified by the evaluation panel, will be expected to participate in any discussions. A Proposer on the “short list” invited to participate in discussions will be expected to provide a presentation limited to 20 minutes consisting of an overview of its approach to the Project.

***E. Request for Best and Final Offer***

Following discussions, if held, Proposers on the “short list” will be given the opportunity to revise their written proposals to address the concerns raised during discussions through issuance by BAHA of a Request for Best and Final Offer (BAFO). Following receipt of the BAFOs, the evaluation panel will evaluate the BAFOs against the evaluation criteria.

BAHA reserves the right not to convene oral interviews or discussions, and to make an award on the basis of initial proposals. Accordingly, each initial proposal should be submitted on the most favorable terms from a price and a technical viewpoint. References may be contacted at any point in the evaluation process.

***F. Recommendation for Contract Award***

The panel will recommend a Proposer to the BAHA Executive Director, based on their evaluation of the written proposals or BAFOs and oral interviews or discussions (if held). The Executive Director will review the recommendation and, if he agrees, he will approve the award or forward the recommendation to the appropriate BAHA Committee for approval (if required).

**IX. GENERAL CONDITIONS**

***A. Award***

Any award made will be to the Proposer whose proposal is most advantageous to BAHA based on the evaluation criteria defined in Section VIII. If the selected firm fails to enter into a contract with BAHA in a timely manner as determined by BAHA, in accordance with the terms and conditions of this RFP, BAHA reserves the right to reject the proposal of the selected firm and enter into a contract with the next highest scoring firm.

***B. Contract Arrangements***

BAHA Standard Consultant Contract is attached as *Appendix E*. If a Proposer wishes to propose a change to any standard BAHA contract provision, the provision and the proposed alternative language must be submitted prior to the closing date for receipt of requests for clarifications/exceptions. If no such change is requested, the Proposer will be deemed to accept BAHA's standard contract provisions, unless such language is protested in accordance with Section C below.

The selected consultant will be required to maintain insurance coverage, during the term of the contract, at the levels described in *Appendix E-1, Insurance Requirements*. Proposer agrees to provide the required certificates of insurance providing verification of the minimum insurance requirements in *Appendix D-1*, within ten (10) business days of BAHA's notice that it is the successful Proposer. Requests to change BAHA's insurance requirements should be submitted on or prior to the closing date for receipt of requests for clarifications/exceptions. BAHA will review the requests and issue an addendum if material changes requested by a prospective Proposer are acceptable. Objections to BAHA determinations on requests to change insurance requirements pursuant to the protest provisions of this RFP must be brought to BAHA's attention no later than the deadline for protesting RFP provisions or compliance with all material insurance requirements will be assumed.

The contract resulting from this RFP will be time and materials with approved reimbursable expenses.

Consultant's performance under any contract issued resultant of this RFP will be evaluated and the evaluation information may be considered as part of the evaluation for any other MTC, MTC SAFE, BATA, BAIFA or BAHA projects for which the CONSULTANT submits a proposal for three years after services are performed.

### ***C. Selection Disputes***

A Proposer may object to a provision of the RFP on the grounds that it is arbitrary, biased, or unduly restrictive, or to the selection of a particular Proposer on the grounds that BAHA procedures, the provisions of the RFP or applicable provisions of federal, state or local law have been violated or inaccurately or inappropriately applied by submitting to the Project Manager a written explanation of the basis for the protest:

1. No later than 4:00 p.m. on the third business day prior to the date proposals are due, for objections to RFP provisions; or
2. No later than 4:00 p.m. on the third business day after the date the firm is notified that it did not meet the minimum qualifications or was found to be non-responsive; or
3. No later than 4:00 p.m. on the third business day after the date on which the firm is notified that it was not selected, or if applicable the date the appropriate committee authorizes award, whichever is later, for objections to Proposer selection.

Except with regard to initial determinations of non-responsiveness, the evaluation record shall remain confidential until BAHA authorizes award.

Protests of recommended awards must clearly and specifically describe the basis for the protest in sufficient detail for the BAHA review officer to recommend a resolution to the BAHA Executive Director.

The BAHA Executive Director will respond to the protest in writing, based on the recommendation of a staff review officer. Should a Proposer wish to appeal the decision of the BAHA Executive Director, it may file a written appeal with the BAHA Executive Director. BAHA's decision will be the final agency decision.

Authorization to award an agreement to a particular Proposer by BAHA shall be deemed conditional until the expiration of the protest period or, if a protest is filed, the issuance of a written response to the protest by the BAHA Executive Director or, if the decision of the BAHA Executive Director is appealed, the issuance of the BAHA's decision.

### ***D. Public Records***

This RFP and any material submitted in response to this RFP are subject to public inspection under the California Public Records Act (Government Code §6250 *et seq.*), unless exempt by law. Other than proprietary information or other information exempt from disclosure by law, the content of proposals submitted to BAHA will be made available for inspection consistent with its policy regarding Public Records Act requests.

If the Proposer believes any proposal content contains trade secrets or other proprietary information that the Proposer believes would cause substantial injury to the Proposer's competitive position if disclosed, the Proposer may request that BAHA withhold from disclosure such proprietary materials by marking each page containing proprietary information, including financial information, if any, required to be submitted under Section VII of this RFP, as confidential and shall include the following notice at the front of its proposal:

“The data on the following pages of this proposal, including financial information submitted under Section VII of the RFP marked along the right margin with a vertical line, contain technical or financial information that constitute trade secrets and/or that, if disclosed, would cause substantial injury to the Proposer’s competitive position. The Proposer requests that such data be used for review by BAHA only, but understands that exemption from disclosure will be limited by BAHA’s obligations under the California Public Records Act. If an agreement is awarded to the Proposer submitting this proposal, BAHA shall have the right to use or disclose the data, unless otherwise provided by law. [List pages].”

Failure to include this notice with relevant page numbers shall render any “confidential/proprietary” markings inadequate. Individual pages shall accordingly not be treated confidentially. **Any language purporting to render the entire proposal confidential or proprietary will be regarded as ineffective and will be disregarded. In addition, the Proposer may not designate any required proposal forms or the cost proposal as confidential. Consequently, any language purporting to render any proposal forms or the cost proposal as confidential or proprietary will be regarded as ineffective and will be disregarded.**

In the event properly marked data is requested pursuant to the California Public Records Act, the Proposer will be advised of the request. If the proposal requests that BAHA withhold such data from disclosure and BAHA complies with the Proposer’s request, the Proposer shall assume all responsibility for any challenges resulting from the non-disclosure; indemnify and defend BAHA and hold it harmless from and against all claims, legal proceedings, and resulting damages and costs (including but not limited to attorneys’ fees that may be awarded to the party requesting such Proposer information); and pay any and all costs and expenses relating to the withholding of the Proposer information.

If the Proposer does not mark each page containing proprietary information as confidential, does not include the statement described above at the front of its proposal, and does not request that BAHA withhold information marked as confidential and requested under the California Public Records Act, BAHA shall have no obligation to withhold the information from disclosure, and the Proposer shall not have a right to make a claim or maintain any legal action against BAHA or its commissioners, officers, employees or agents in connection with such disclosure.

#### ***E. Key Personnel***

Key Proposer personnel assigned to the project are expected to remain on the project. Any change in key personnel on the proposed project team is subject to prior written approval of BAHA. Removal of any key personnel identified in the proposal without written consent of the BAHA Project Manager may be considered a material breach of contract.

#### ***F. Conflicts Of Interest***

By submitting a proposal, the Proposer represents and warrants that no commissioner, officer or employee of BAHA is in any manner interested directly or indirectly in the proposal or in the contract that may be made under it or in any profits expected to arise therefrom, as set forth in California Government Code Section 1090.

The Proposer further warrants and represents that it presently has no interest and agrees that it will not acquire any interest that would present a conflict of interest under California Government Code Sections 1090 *et seq.* or 87100 *et seq.* during the performance of services under any contract resulting from this

RFP and that it will not knowingly employ any person having such an interest. Violation of this provision may result in the contract being deemed void and unenforceable.

Whenever BAHA is awarding a contract that involves the rendering of advice, it will consider whether there exists the potential for bias, because of other activities, relationships or contracts of the Proposer, and if so, whether any potential bias can be mitigated acceptably by BAHA and the Proposer. After award, the winning Proposer shall take all reasonable measures to preclude the existence or development of an organizational conflict of interest in connection with work performed under the agreement resulting from this and other BAHA solicitations. An organizational conflict of interest occurs when, due to other activities, relationships, or contracts, a firm or person is unable, or potentially unable, to render impartial assistance or advice to BAHA; a firm or person's objectivity in performing the contract work is or might be impaired; or a firm or person has an unfair competitive advantage in proposing for award of a contract as a result of information gained in performance of this or some other project.

Proposer shall not engage the services of any subconsultant or independent consultant on any work related to this RFP if the subconsultant or independent consultant, or any employee of the subconsultant or independent consultant, has an actual or apparent organizational conflict of interest related to work or services contemplated under this RFP.

***G. Not Used***

***H. Not Used***

***I. Web-Based Communication***

Proposer agrees to submit all communication and required documentation, including but not limited to invoices, requests for contract modifications, etc. to the BAHA Project Manager or his/her designee via a web-based system designated by BAHA to which BAHA will provide system access.

***J. Payment, Sub-Contractor and Prevailing Wage Information***

Proposer agrees to submit payment, sub-consultant utilization and applicable certified payroll information for contracts with prevailing wage requirements, included in *Appendix E, BAHA Standard Consultant Contract*, Article 19.1, Prevailing Wage Rates, Apprenticeships, and Payroll Records via a web-based system designated by BAHA to which BAHA will provide system access.

## APPENDIX A, SCOPE OF WORK

### I. SUMMARY

In an effort to reduce diesel particulate matter emissions and greenhouse gases (black carbon) from the backup generator at the Bay Area Regional Agency Headquarters facility, located at the Bay Area Metro Center, 375 Beale Street, San Francisco, CA 94105, BAHA is seeking a Consultant to install a retrofit device on the existing engine.

### II. BACKGROUND

375 Beale Street currently houses a generator that serves as its sole backup power in the event of an emergency. The generator currently onsite was built in 2000 which made it subject to the Tier 1 non-road emissions standard. However, its manufacturer, Caterpillar, says the engine was originally intended for export only and its emissions rate exceeded the Tier 1 Nitrogen Oxide (NOx) limit of 6.9 g/bhp-hr required for United States engines at that time.

Due to permit conditions imposed by the Bay Area Air Quality Management District (Air District), a selective catalytic reduction (SCR) was installed on the engine prior to the current owner, BAHA acquiring the building. Appendix A-1 includes a detailed SCR specification. **Table 1** below details the raw and post SCR NOx emissions:

**TABLE 1- RAW AND POST SCR OUTLET NOx EMISSIONS DATA**

| Raw Engine Emissions Outlet Data |          |          |       |                            |       |         |           |
|----------------------------------|----------|----------|-------|----------------------------|-------|---------|-----------|
| Pollutant                        | g/bhp-hr | lb/MW-hr | ppmvd | ppmvd @ 15% O <sub>2</sub> | lb/hr | g/kw-hr | tons/year |
| NO <sub>x</sub>                  | 7.51     | 22.23    | 1253  | 666                        | 54.46 | 10.8    | 5.45      |
| Post SCR Outlet Data*            |          |          |       |                            |       |         |           |
| Pollutant                        | g/bhp-hr | lb/MW-hr | ppmvd | ppmvd @ 15% O <sub>2</sub> | lb/hr | g/kw-hr | tons/year |
| NO <sub>x</sub>                  | 3.76     | 11.11    | 636.5 | 333                        | 27.23 | 5.04    | 2.72      |

\*Assumes 9.8% O<sub>2</sub> and 10% H<sub>2</sub>O

As a result, the post SCR NOx rate falls between the Tier 2 and Interim Tier 4 control standard, which constitutes best available technology (BACT) for that engine. While the BACT retrofit for NOx represents a significant improvement in the emissions from this generator, the particulate matter (PM) emissions for the engine are still believed to be in the Tier 1 range (0.4 6.9 g/bhp-hr).

### III. ENGINE SPECIFICATIONS

The following are the specifications for the backup generator engine currently installed at 375 Beale Street:

- Engine Manufacturer: Caterpillar
- Model Number: 3516
- Rated Speed: 1800 RPM

- Generator Power: 2250ekw
- Fuel Type: Ultralow Sulfur Diesel
- Lube Oil Type: 1 wt% sulfated ash or less
- Lube Oil Consumption: 0.1% fuel consumption
- Number of Exhaust Manifolds: 2
- Hours of Operation per Year: 50

Appendix A-2 includes a detailed engine test specification.

#### IV. ENGINE CYCLE DATA

Table 2 below contains the engine cycle data for the current backup generator:

**TABLE 2 - Engine Cycle Data**

| Load % | Power (kW) | Exhaust Flow (m3/min) | Exhaust Temp. (Centigrade) | Fuel Cons. (gal/h) | NMNEHC (g/bhp-hr) | PM10 (lb/h) | O2 % | H2O 5 |
|--------|------------|-----------------------|----------------------------|--------------------|-------------------|-------------|------|-------|
| 10     | 346        | 3825                  | 547                        |                    |                   | 0.19        |      |       |
| 25     | 769        | 5933                  | 679                        |                    |                   |             |      |       |
| 50     | 1454       | 9355                  | 744                        |                    |                   |             |      |       |
| 75     | 2146       | 12427                 | 767                        |                    |                   |             |      |       |
| 100    | 2450       | 485                   | 486                        | 147                | 0.35              | 0.09        | 9.8  | 12.5  |

#### V. PREDICTED ENGINE EMISSIONS AND REQUIRED REDUCTIONS

Table 3 below lists the predicted raw emissions from the current engine and the target level to which the selected Consultant is required to lower the engines particulate matter to:

**TABLE 3-Predicted Raw Emissions and Reductions from Current Engine\***

| Emission | Raw Engine Emissions |         |                |       |          |         | Target Outlet Emissions |         |                |       |          |         | Calculated Reduction |
|----------|----------------------|---------|----------------|-------|----------|---------|-------------------------|---------|----------------|-------|----------|---------|----------------------|
|          | g/bhp-hr             | tons/yr | ppmvd @ 15% O2 | ppmvd | lb/MW-hr | g/kW-hr | g/bhp-hr                | tons/yr | ppmvd @ 15% O2 | ppmvd | lb/MW-hr | g/kW-hr |                      |
| PM10     | 0.01                 | 0       | 4              | 8     | 0.04     | 0.017   | 0                       | 0       | 1              | 1     | 0.01     | 0.002   | 85%                  |

\*Emissions are predictive only and need to be verified by the successful consultant via data logging pre-and post-project

#### VI. SITE CONDITIONS

Photographs of the current site conditions are included as *Appendix A-3*.

## VII. PROJECT REQUIREMENTS

The selected Consultant must:

1. Provide a solution that:
  - a. Reduces diesel particulate matter by 85% and which, at minimum, will achieve California Air Resources Board Tier 2 or equivalent emissions standards for stationary engines; and
  - b. Will not exceed the current level of noise output from the existing generator;
2. Provide temporary replacement backup power to the building that meets or exceeds the energy output of the on-site generator (2250 ekw) during the retrofit of the on-site generator;
  - a. This includes procuring all permits necessary, including permits for on-street placement of temporary replacement backup power generators on Main Street;
3. Maintain adequate and legally compliant access into and out of the building at all times;
4. Coordinate installation activities with the potential simultaneous buildout of Rincon Plaza (the area adjacent to the generator location), and other projects;
5. Obtain all necessary permits, certifications, engineering and architectural drawings, necessary to complete the retrofit project,
6. Complete the retrofit work;
7. Provide post-installation emissions testing and verification;
8. Provide training and support to on-site building management staff in the operation and maintenance of the installed retrofit; and
9. Provide information:
  - a. From the solutions manufacturer certifying the proposed device for the application in which the consultant wishes to apply it; and
  - b. From the engine manufacturer verifying the applicability of the proposed retrofit device to the engine duty cycle to which it will be assigned; and
  - c. On how the proposed solution will deal with noise from the generator and how the proposed solution will not exceed the level of noise output currently from the existing generator.

**APPENDIX A-1, SELECTIVE CATALYTIC REDUCTION SPECIFICATIONS**



August 25, 2006

Tom Auer  
California Generator Service Corp  
5547 Maryland Drive  
Concord, CA 95632

Telephone #: 510-760-2928  
Fax #: 510 430-2654  
Email: ttjkauer@aol.com

**Project** SAVVIS  
**Customer Purchase Order Number:** 1267-1 TA  
**MIRATECH SCR Proposal Number:** NDLC-06-015Rev02 dated August 17, 2006

Dear Tom,

Thank you for your order. This document will summarize the material and terms of sale agreed upon by MIRATECH SCR and California Generator Service Corp for the above referenced project.

**Material (Quantity) to be provided:**

- \* 1 HUG CBL 64-24, un-insulated Carbon Steel reactor housing with 450mm of SCR Catalyst. The SCR housing can accommodate 450mm layer of additional catalyst.
- \* 1 HUG SE75 injection Control system.
- \* 1 set HUG preassembled Mixing Section (which includes one injector flange assembly, 2 static mixers, 1 flow dresser per set.)
- \* 1 HUG DES75600 Injector.

**HUG SCR Performance Warranty**

Please see the attached SCR/Oxidation Catalyst Application Data Sheet dated August 17, 2006 showing catalyst performance with HUG Engineering warranty.

**Equipment Delivery**

All scope will be available for shipment 10 weeks from the receipt of the signed submittal drawing and initial payment.

Ocean Freight from HUG Engineering Switzerland - Approximately 6 weeks.

Total Delivery Time - Approximately 16 weeks.



**Emissions Performance Data**  
**MIRATECH SCR Proposal Number: NDLC-06-015Rev02**  
**8/17/2006**

Site Location: Northern California  
 Project Name: Savvis

Engine Manufacturer: Caterpillar  
 Model Number: 3516B  
 Power Output: 2450 kW  
 Speed: 1800 rpm  
 Number of Engines: 1  
 Application: Power Generation  
 Operating Hours per year: 200

Type of Fuel: Number 2 Diesel  
 Sulfur Content: < 15 ppm  
 Fuel Consumption: 6200 BTU/bhp-hr  
 Lube Oil Consumption: < 0.00027 gal/hp-hr

Design Exhaust Flow Rate: 494 m3/min +/- 2%

Design Exhaust Temperature into SCR: 906.8 F +/- 20F  
 SCR System Pressure Loss: 6.0 inches WC approximate (with 24.0" pipe)  
 Catalyst Housing Inlet and Exhaust Flange: 24.0" 125# ANSI FF Flange bolt pattern  
 Sound Attenuation: 25-30 dBA at 10 ft. from the exhaust pipe with insulated catalyst housing.  
 Estimated Reactant Consumption: 30.0 l/hr (assuming 40 % Urea)

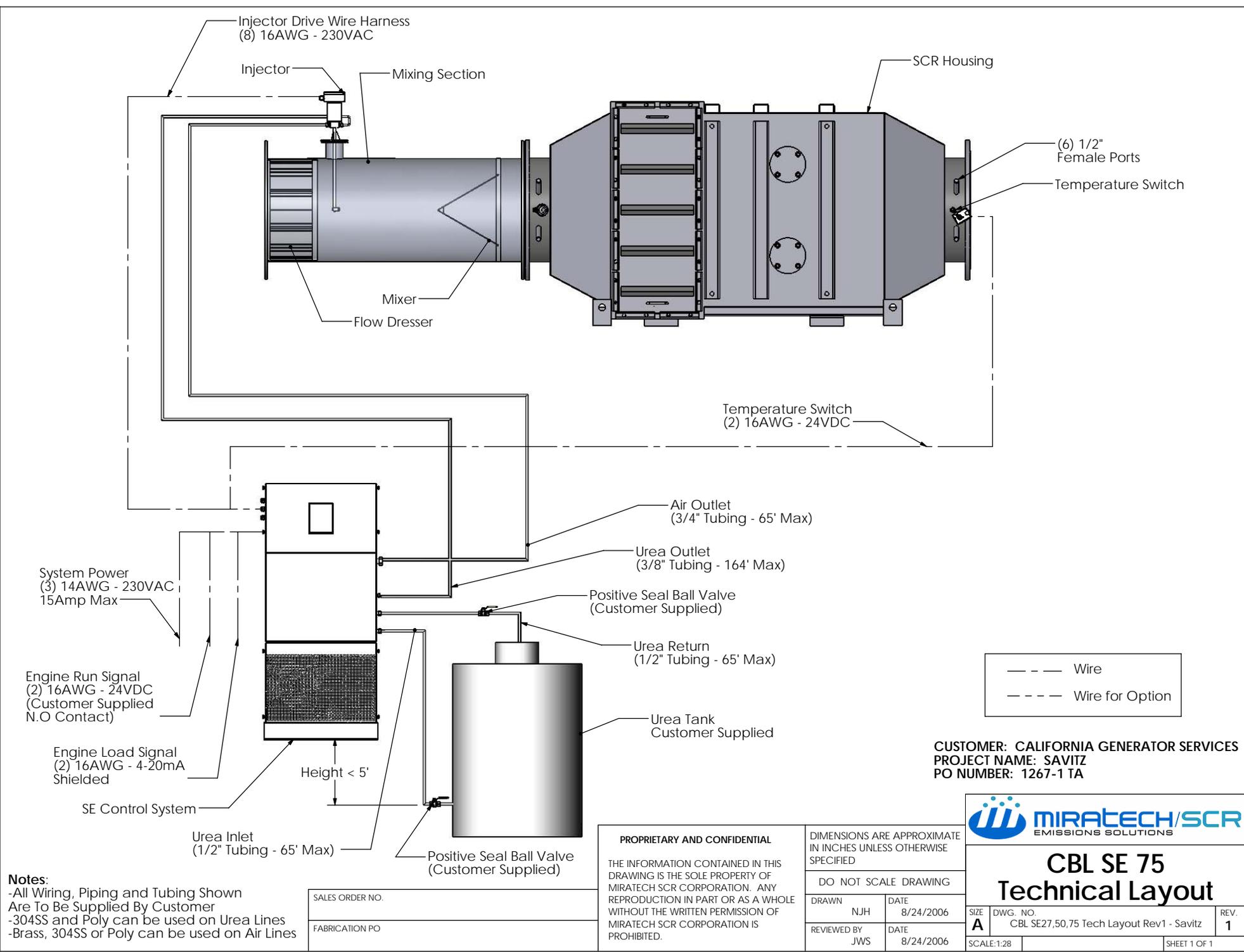
**Raw Engine Emission Outlet Data:**

|                 | g/bhp-hr | lb/MW-hr | ppmvd | ppmvd @ 15% O <sub>2</sub> | lb/hr | g/kW-hr | tons/yr |
|-----------------|----------|----------|-------|----------------------------|-------|---------|---------|
| NO <sub>x</sub> | 7.51     | 22.23    | 1253  | 666                        | 54.46 | 10.08   | 5.45    |

**Post System Emission Outlet Data:**

|                 | g/bhp-hr | lb/MW-hr | ppmvd | ppmvd @ 15% O <sub>2</sub> | lb/hr | g/kW-hr | tons/yr |
|-----------------|----------|----------|-------|----------------------------|-------|---------|---------|
| NO <sub>x</sub> | 3.76     | 11.11    | 626.5 | 333.0                      | 27.23 | 5.04    | 2.72    |

|                             |       |
|-----------------------------|-------|
| % O <sub>2</sub>            | 9.8 % |
| H <sub>2</sub> O Assumption | 10 %  |



System Power  
(3) 14AWG - 230VAC  
15Amp Max

Engine Run Signal  
(2) 16AWG - 24VDC  
(Customer Supplied  
N.O Contact)

Engine Load Signal  
(2) 16AWG - 4-20mA  
Shielded

SE Control System

Urea Inlet  
(1/2" Tubing - 65' Max)

Height < 5'

Positive Seal Ball Valve  
(Customer Supplied)

Air Outlet  
(3/4" Tubing - 65' Max)

Urea Outlet  
(3/8" Tubing - 164' Max)

Positive Seal Ball Valve  
(Customer Supplied)

Urea Return  
(1/2" Tubing - 65' Max)

Urea Tank  
Customer Supplied

SCR Housing

(6) 1/2" Female Ports

Temperature Switch

Temperature Switch  
(2) 16AWG - 24VDC

--- Wire  
- - - - Wire for Option

CUSTOMER: CALIFORNIA GENERATOR SERVICES  
PROJECT NAME: SAVITZ  
PO NUMBER: 1267-1 TA



# CBL SE 75 Technical Layout

**PROPRIETARY AND CONFIDENTIAL**  
THE INFORMATION CONTAINED IN THIS DRAWING IS THE SOLE PROPERTY OF MIRATECH SCR CORPORATION. ANY REPRODUCTION IN PART OR AS A WHOLE WITHOUT THE WRITTEN PERMISSION OF MIRATECH SCR CORPORATION IS PROHIBITED.

DIMENSIONS ARE APPROXIMATE IN INCHES UNLESS OTHERWISE SPECIFIED

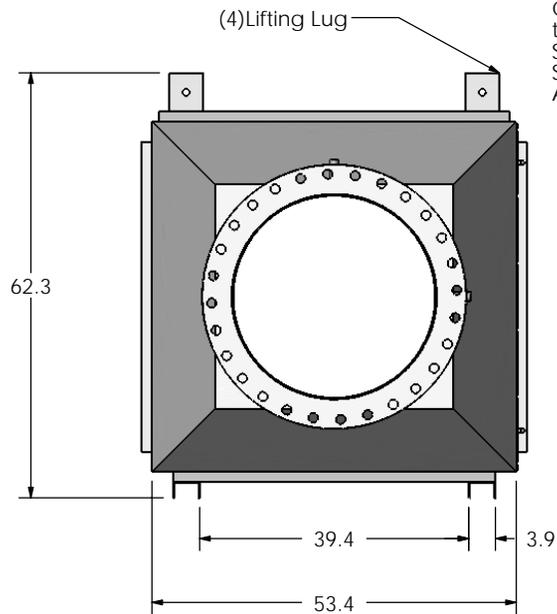
DO NOT SCALE DRAWING

|             |     |      |           |
|-------------|-----|------|-----------|
| DRAWN       | NJH | DATE | 8/24/2006 |
| REVIEWED BY | JWS | DATE | 8/24/2006 |

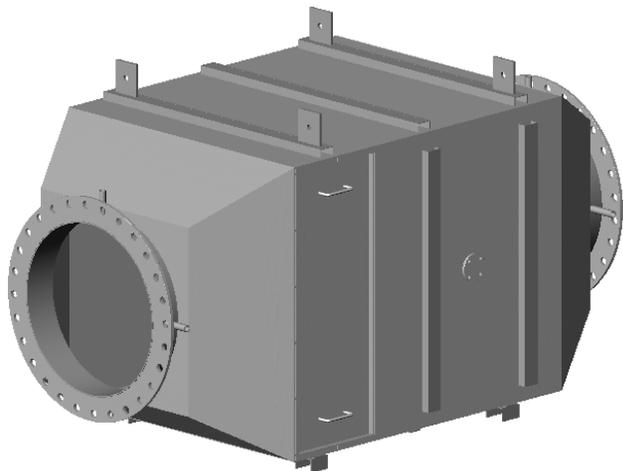
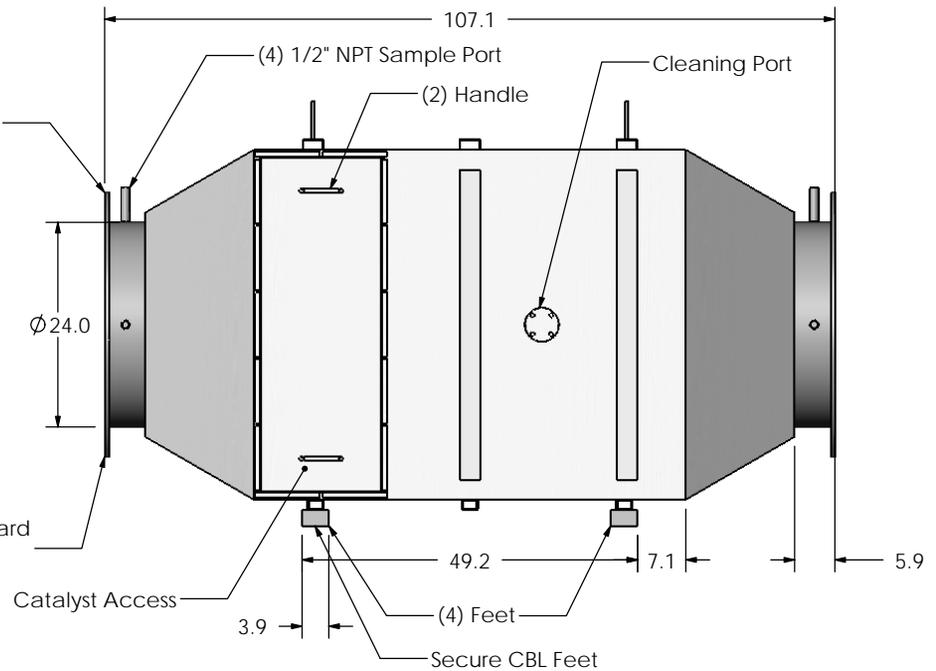
|            |  |      |
|------------|--|------|
| SIZE       | DWG. NO.                                 | REV. |
| A          | CBL SE27,50,75 Tech Layout Rev1 - Savitz | 1    |
| SCALE:1:28 | SHEET 1 OF 1                             |      |

**Notes:**  
-All Wiring, Piping and Tubing Shown Are To Be Supplied By Customer  
-304SS and Poly can be used on Urea Lines  
-Brass, 304SS or Poly can be used on Air Lines

|                 |  |
|-----------------|--|
| SALES ORDER NO. |  |
| FABRICATION PO  |  |



Exhaust Piping Connected to the Inlet/Outlet Should be Supported and Allow for Expansion



CUSTOMER: CALIFORNIA GENERATOR SERVICES  
 PROJECT NAME: SAVITZ  
 PO NUMBER: 1267-1 TA



# CBL64-24 Housing

**PROPRIETARY AND CONFIDENTIAL**

THE INFORMATION CONTAINED IN THIS DRAWING IS THE SOLE PROPERTY OF MIRATECH SCR CORPORATION. ANY REPRODUCTION IN PART OR AS A WHOLE WITHOUT THE WRITTEN PERMISSION OF MIRATECH SCR CORPORATION IS PROHIBITED.

DIMENSIONS ARE APPROXIMATE IN INCHES UNLESS OTHERWISE SPECIFIED

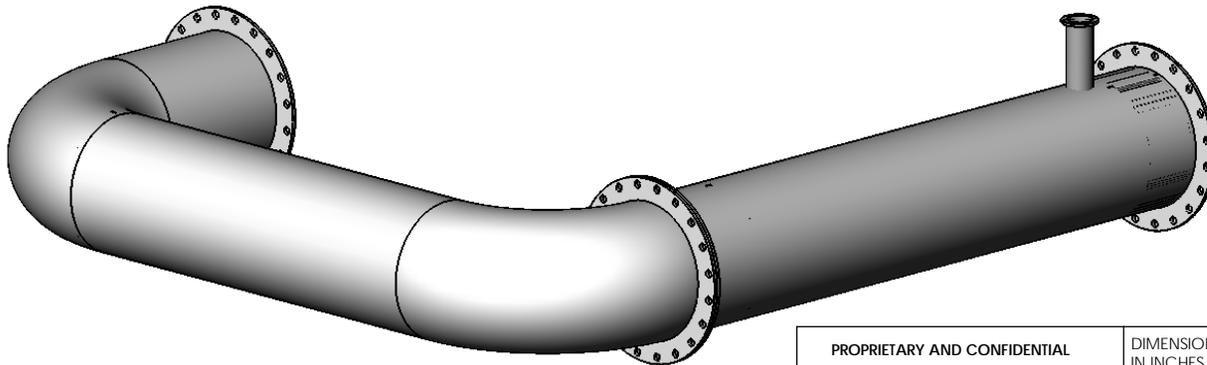
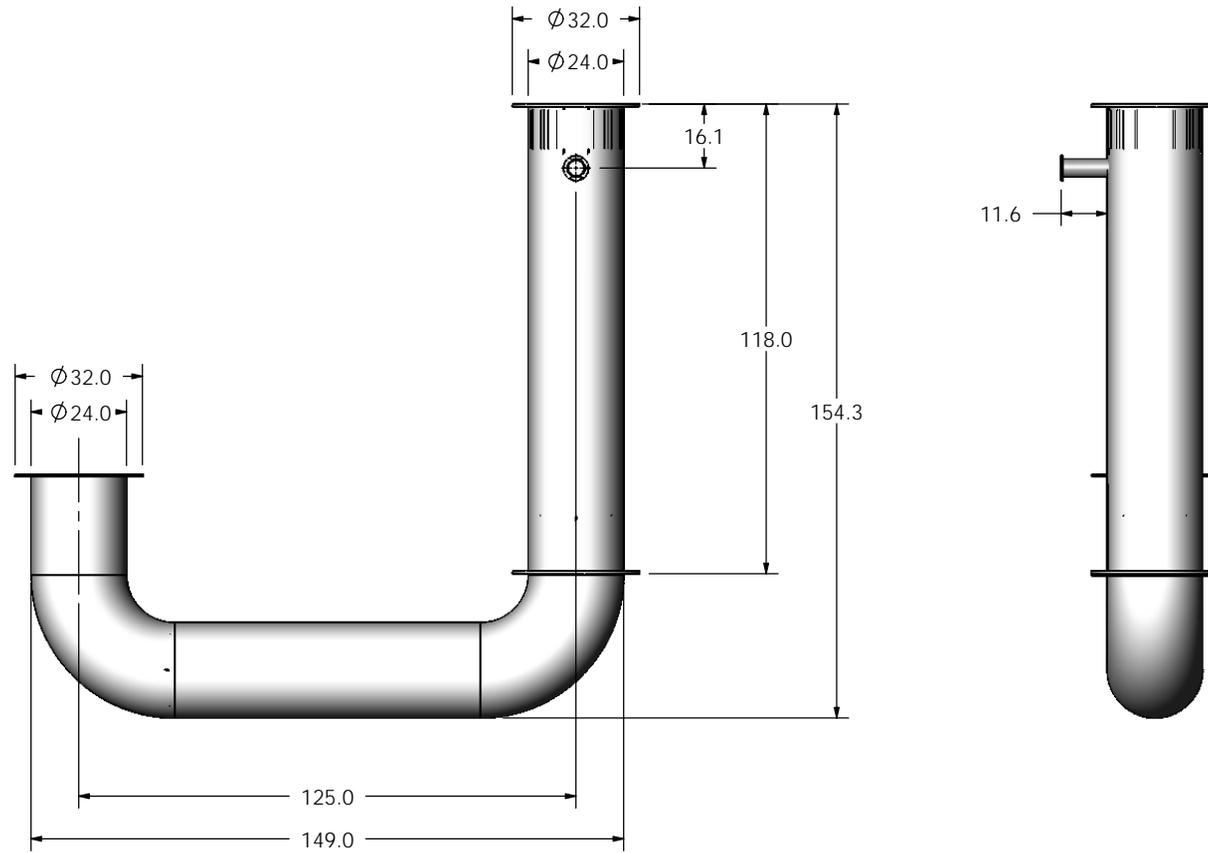
DO NOT SCALE DRAWING

|             |     |      |           |
|-------------|-----|------|-----------|
| DRAWN       | NJH | DATE | 8/24/2006 |
| REVIEWED BY | JWS | DATE | 8/24/2006 |

|             |                      |              |
|-------------|----------------------|--------------|
| SIZE        | DWG. NO.             | REV.         |
| A           | CBL64-24 SD - Savitz | 0            |
| SCALE: 1:28 |                      | SHEET 1 OF 1 |

|                        |                                |
|------------------------|--------------------------------|
| Weight of Housing (lb) | Weight of Block per Layer (lb) |
| 1213                   | 1455                           |

|                 |
|-----------------|
| SALES ORDER NO. |
| FABRICATION PO  |



CUSTOMER: CALIFORNIA GENERATOR SERVICES  
 PROJECT NAME: SAVITZ  
 PO NUMBER: 1267-1 TA



## CBL-64 Mixing Section Assembly

|                 |  |
|-----------------|--|
| SALES ORDER NO. |  |
| FABRICATION PO  |  |

**PROPRIETARY AND CONFIDENTIAL**

THE INFORMATION CONTAINED IN THIS DRAWING IS THE SOLE PROPERTY OF MIRATECH SCR CORPORATION. ANY REPRODUCTION IN PART OR AS A WHOLE WITHOUT THE WRITTEN PERMISSION OF MIRATECH SCR CORPORATION IS PROHIBITED.

|   |                   |
|---|-------------------|
| DIMENSIONS ARE APPROXIMATE IN INCHES UNLESS OTHERWISE SPECIFIED |                   |
| DO NOT SCALE DRAWING  |                   |
| DRAWN<br>JWS  | DATE<br>8/24/2006 |
| REVIEWED BY<br>-  | DATE<br>-         |

|                  |  |                  |
|------------------|--|------------------|
| SIZE<br><b>A</b> | DWG. NO.<br>24 Inch Mixing Section Assembly - Savitz | REV.<br><b>0</b> |
| SCALE: 1:48      | WEIGHT: 1561 lbs.                                    | SHEET 1 OF 1     |

**APPENDIX A-2, ENGINE TEST SPECIFICATION**

**ENGINE TEST [6HN00859]****MAY 18, 2015**For Help Desk Phone Numbers [Click here](#)

Sales Model: 3516

Built Date: 05Jun2000

Tested Date: 06Jun2000

Shipped Date: 29Jun2000

Tested: B

Plant: Lafayette

Cell Number: 504

| Test Element          | Eng Updates | Test Value | Test Spec Value | Measure  |
|-----------------------|-------------|------------|-----------------|--|
| Spec Number           | 0K0976      | 0K0976     | 0K0976          |  |
| Arrangement Number    |             | 1169866    | 1169866         |  |
| Corr Fl Power         |             | 3,233      | 3,192           | HP      |
| Speed                 |             | 1,801      | 1,800           | RPM     |
| COR FL FUEL RATE      |             | 157.1      | 154.2           | GAL/HR  |
| CSFC                  |             | 0.344      | 0.341           | LB/HP-HR   |
| Adj Boost             |             | 84.3       | 82.7            | IN HG  |
| Fuel Pressure         |             | 60         | 63              | PSI   |
| Oil Pressure          |             | 50         | 53              | PSI   |
| TQ COR FUEL RATE      |             | 155.7      | 155.5           | GAL/HR   |
| TQ CK CSFC            |             | 0.340      | 0.337           | LB/HP-HR   |
| TQ CK ADJ BST         |             | 86.8       | 81.1            | IN HG  |
| Torq Ck Speed         |             | 1,701      | 1,700           | RPM  |
| TQ CK COR TQ          |             | 9,996      | 9,839           | LB.FT  |
| Low Idle Speed        |             | 901        | 900             | RPM  |
| Low Idle Oil Pressure |             | 48         | 50              | PSI  |
| High Idle Speed       |             | 1,819      | 1,818           | RPM  |
|                       |             |            |                 |  |

|   |  |       |       |  |
|---|--|-------|-------|--|
| Response Time                               |  |       |       |  |
| FL Static Fuel Setting                      |  | 1.051 | 1.051 | IN   |
| FT Static Fuel Setting                      |  | 1.067 | 1.067 | IN  |
| Timing Dim                                  |  |       |       |  |
| Full Load Setting(FLS) Intercept            |  | 0     | 0     |  |
| Full Torque Setting(FTS) Slope              |  | 0     | 0     |  |
| Advertised Power                            |  |       | 3,131 | hp   |
| Advertised Speed                            |  |       | 1,800 | RPM  |
| Adjusted Boost (Gas Blending)               |  |       |       | HG   |
| Corrected Fuel Rate - Gas (Gas Blending)    |  |       |       | BTU/MIN  |
| Corrected Fuel Rate - Diesel (Gas Blending) |  |       |       | GAL/HR   |
| Full Load Fueling (Gas Blending)            |  |       |       | MM3/ST   |
| Gas Substitution Ratio (Gas Blending)       |  |       |       | %  |
| Corr Full Load Power (Gas                   |  |       |       | HP   |

|                                |  |  |  |     |
|--------------------------------|--|--|--|-----|
| Blending)                      |  |  |  |     |
| Full Load Speed (Gas Blending) |  |  |  | RPM |
| Exhaust Back Pressure          |  |  |  | PSI |
| TQ CK Exhaust Back Pressure    |  |  |  | PSI |
| Ataac Delta Pressure           |  |  |  | PSI |

---

Caterpillar Confidential: **Green**  
Content Owner: Commercial Processes Division  
Web Master(s): [PSG Web Based Systems Support](#)  
Current Date: Monday, May 18, 2015 3:07:40 PM  
© Caterpillar Inc. 2015 All Rights Reserved.  
[Data Privacy Statement](#).

## APPENDIX A-3, PHOTOGRAPHS OF SITE CONDITIONS

### 1. Rincon Place (Facing Beale Street)



### 2. Rincon Place (Facing Main Street)



3. Generator exhaust & vented enclosure (Note: roll off dumpster will be removed)



4. Generator location (Facing Beale Street)



5. Air Intake Housing



6. Fuel Lines



7. Caterpillar Generator



8. Generator



9. Information Panel

**EMCP II - SYSTEM DIAGNOSTIC CODES**

1. Press the SERVICE MODE REQUEST key to enter Service Mode.  
2. Press the SELECT key until the indicator lights up in sequence. The indicator lights up the CODE, the first two characters of the code. The indicator lights up the last character of the code.  
3. To stop scrolling, press the SELECT key.  
4. The light will flash for the indicator number through the SCROLL UP and SCROLL DOWN keys.  
5. Pressing the SELECT key will stop the scrolling code.  
6. Pressing the SCROLL UP/ DOWN key will change the display from the last number and start scrolling to the next number. Start up the first character of the code.  
7. To scroll up the display, press the SCROLL UP key.  
8. To scroll down the display, press the SCROLL DOWN key.  
9. To complete exit, press EXIT again.

**EMCP II - / EMCP II-SP SYSTEM AL CODES AND SPARE FAULT CODES**

AL CODES AND SPARE FAULT CODES

| FAULT CODE | CONDITION                       |
|------------|---------------------------------|
| A1.1       | LOW COOLANT LEVEL               |
| A1.2       | ENGINE COOLANT TEMPERATURE HIGH |
| A1.3       | ENGINE COOLANT FILL             |
| A1.4       | COOLANT PRESSURE                |
| A1.5       | COOLANT FILL                    |
| A1.6       | COOLANT FILL                    |
| A1.7       | COOLANT FILL                    |
| A1.8       | COOLANT FILL                    |
| A1.9       | COOLANT FILL                    |
| A1.10      | COOLANT FILL                    |
| A1.11      | COOLANT FILL                    |
| A1.12      | COOLANT FILL                    |
| A1.13      | COOLANT FILL                    |
| A1.14      | COOLANT FILL                    |
| A1.15      | COOLANT FILL                    |
| A1.16      | COOLANT FILL                    |
| A1.17      | COOLANT FILL                    |
| A1.18      | COOLANT FILL                    |
| A1.19      | COOLANT FILL                    |
| A1.20      | COOLANT FILL                    |
| A1.21      | COOLANT FILL                    |
| A1.22      | COOLANT FILL                    |
| A1.23      | COOLANT FILL                    |
| A1.24      | COOLANT FILL                    |
| A1.25      | COOLANT FILL                    |
| A1.26      | COOLANT FILL                    |
| A1.27      | COOLANT FILL                    |
| A1.28      | COOLANT FILL                    |
| A1.29      | COOLANT FILL                    |
| A1.30      | COOLANT FILL                    |
| A1.31      | COOLANT FILL                    |
| A1.32      | COOLANT FILL                    |
| A1.33      | COOLANT FILL                    |
| A1.34      | COOLANT FILL                    |
| A1.35      | COOLANT FILL                    |
| A1.36      | COOLANT FILL                    |
| A1.37      | COOLANT FILL                    |
| A1.38      | COOLANT FILL                    |
| A1.39      | COOLANT FILL                    |
| A1.40      | COOLANT FILL                    |
| A1.41      | COOLANT FILL                    |
| A1.42      | COOLANT FILL                    |
| A1.43      | COOLANT FILL                    |
| A1.44      | COOLANT FILL                    |
| A1.45      | COOLANT FILL                    |
| A1.46      | COOLANT FILL                    |
| A1.47      | COOLANT FILL                    |
| A1.48      | COOLANT FILL                    |
| A1.49      | COOLANT FILL                    |
| A1.50      | COOLANT FILL                    |
| A1.51      | COOLANT FILL                    |
| A1.52      | COOLANT FILL                    |
| A1.53      | COOLANT FILL                    |
| A1.54      | COOLANT FILL                    |
| A1.55      | COOLANT FILL                    |
| A1.56      | COOLANT FILL                    |
| A1.57      | COOLANT FILL                    |
| A1.58      | COOLANT FILL                    |
| A1.59      | COOLANT FILL                    |
| A1.60      | COOLANT FILL                    |
| A1.61      | COOLANT FILL                    |
| A1.62      | COOLANT FILL                    |
| A1.63      | COOLANT FILL                    |
| A1.64      | COOLANT FILL                    |
| A1.65      | COOLANT FILL                    |
| A1.66      | COOLANT FILL                    |
| A1.67      | COOLANT FILL                    |
| A1.68      | COOLANT FILL                    |
| A1.69      | COOLANT FILL                    |
| A1.70      | COOLANT FILL                    |
| A1.71      | COOLANT FILL                    |
| A1.72      | COOLANT FILL                    |
| A1.73      | COOLANT FILL                    |
| A1.74      | COOLANT FILL                    |
| A1.75      | COOLANT FILL                    |
| A1.76      | COOLANT FILL                    |
| A1.77      | COOLANT FILL                    |
| A1.78      | COOLANT FILL                    |
| A1.79      | COOLANT FILL                    |
| A1.80      | COOLANT FILL                    |
| A1.81      | COOLANT FILL                    |
| A1.82      | COOLANT FILL                    |
| A1.83      | COOLANT FILL                    |
| A1.84      | COOLANT FILL                    |
| A1.85      | COOLANT FILL                    |
| A1.86      | COOLANT FILL                    |
| A1.87      | COOLANT FILL                    |
| A1.88      | COOLANT FILL                    |
| A1.89      | COOLANT FILL                    |
| A1.90      | COOLANT FILL                    |
| A1.91      | COOLANT FILL                    |
| A1.92      | COOLANT FILL                    |
| A1.93      | COOLANT FILL                    |
| A1.94      | COOLANT FILL                    |
| A1.95      | COOLANT FILL                    |
| A1.96      | COOLANT FILL                    |
| A1.97      | COOLANT FILL                    |
| A1.98      | COOLANT FILL                    |
| A1.99      | COOLANT FILL                    |
| A1.100     | COOLANT FILL                    |

**EMCP II - SERVICE MODE OPERATIONS & ALTERNATE KEYPAD FUNCTIONS**

1. Press the SERVICE MODE REQUEST key to enter Service Mode.  
2. Press the SELECT key until the indicator lights up in sequence. The indicator lights up the CODE, the first two characters of the code. The indicator lights up the last character of the code.  
3. To stop scrolling, press the SELECT key.  
4. The light will flash for the indicator number through the SCROLL UP and SCROLL DOWN keys.  
5. Pressing the SELECT key will stop the scrolling code.  
6. Pressing the SCROLL UP/ DOWN key will change the display from the last number and start scrolling to the next number. Start up the first character of the code.  
7. To scroll up the display, press the SCROLL UP key.  
8. To scroll down the display, press the SCROLL DOWN key.  
9. To complete exit, press EXIT again.

**RELAY STATUS INDICATORS**

| RELAY | STATUS |
|-------|--------|
| 1     | ON     |
| 2     | ON     |
| 3     | ON     |
| 4     | ON     |
| 5     | ON     |
| 6     | ON     |
| 7     | ON     |
| 8     | ON     |
| 9     | ON     |
| 10    | ON     |
| 11    | ON     |
| 12    | ON     |
| 13    | ON     |
| 14    | ON     |
| 15    | ON     |
| 16    | ON     |
| 17    | ON     |
| 18    | ON     |
| 19    | ON     |
| 20    | ON     |
| 21    | ON     |
| 22    | ON     |
| 23    | ON     |
| 24    | ON     |
| 25    | ON     |
| 26    | ON     |
| 27    | ON     |
| 28    | ON     |
| 29    | ON     |
| 30    | ON     |
| 31    | ON     |
| 32    | ON     |
| 33    | ON     |
| 34    | ON     |
| 35    | ON     |
| 36    | ON     |
| 37    | ON     |
| 38    | ON     |
| 39    | ON     |
| 40    | ON     |
| 41    | ON     |
| 42    | ON     |
| 43    | ON     |
| 44    | ON     |
| 45    | ON     |
| 46    | ON     |
| 47    | ON     |
| 48    | ON     |
| 49    | ON     |
| 50    | ON     |
| 51    | ON     |
| 52    | ON     |
| 53    | ON     |
| 54    | ON     |
| 55    | ON     |
| 56    | ON     |
| 57    | ON     |
| 58    | ON     |
| 59    | ON     |
| 60    | ON     |
| 61    | ON     |
| 62    | ON     |
| 63    | ON     |
| 64    | ON     |
| 65    | ON     |
| 66    | ON     |
| 67    | ON     |
| 68    | ON     |
| 69    | ON     |
| 70    | ON     |
| 71    | ON     |
| 72    | ON     |
| 73    | ON     |
| 74    | ON     |
| 75    | ON     |
| 76    | ON     |
| 77    | ON     |
| 78    | ON     |
| 79    | ON     |
| 80    | ON     |
| 81    | ON     |
| 82    | ON     |
| 83    | ON     |
| 84    | ON     |
| 85    | ON     |
| 86    | ON     |
| 87    | ON     |
| 88    | ON     |
| 89    | ON     |
| 90    | ON     |
| 91    | ON     |
| 92    | ON     |
| 93    | ON     |
| 94    | ON     |
| 95    | ON     |
| 96    | ON     |
| 97    | ON     |
| 98    | ON     |
| 99    | ON     |
| 100   | ON     |

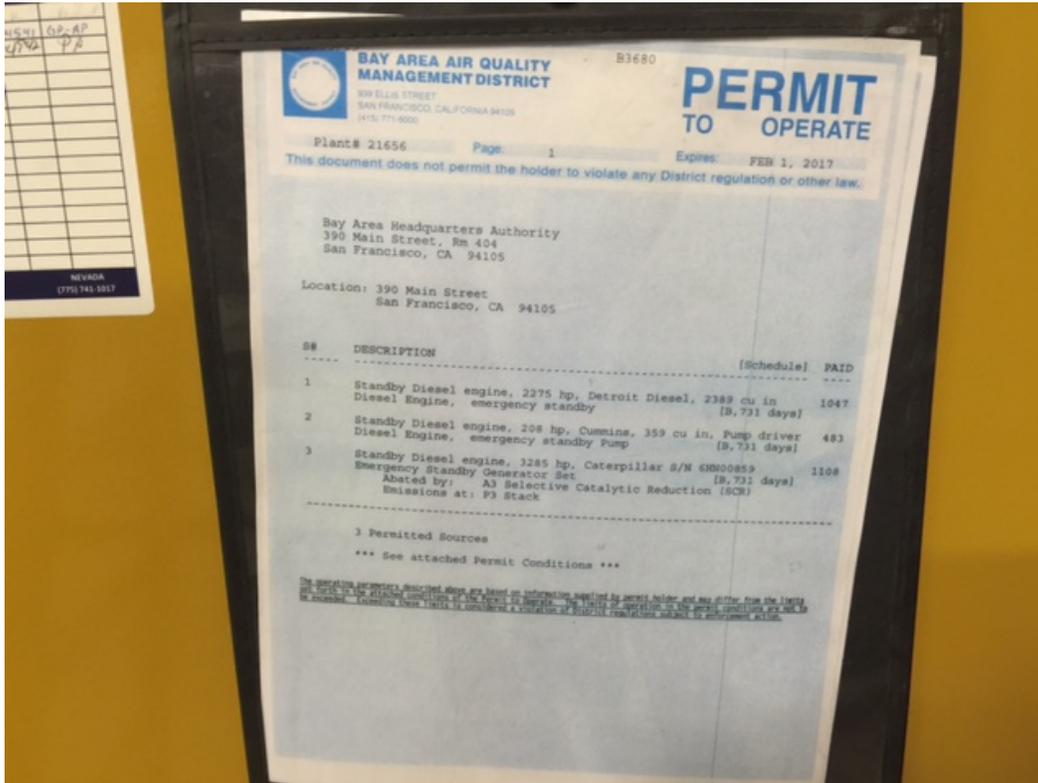
**STARTING PROCEDURE**

1. Check the fuel level and pressure.
2. Check the oil level and pressure.
3. Check the battery voltage.
4. Check the coolant level.
5. Check the air filter.
6. Check the engine oil.
7. Check the engine oil pressure.
8. Check the engine oil temperature.
9. Check the engine oil level.
10. Check the engine oil pressure.
11. Check the engine oil temperature.
12. Check the engine oil level.
13. Check the engine oil pressure.
14. Check the engine oil temperature.
15. Check the engine oil level.
16. Check the engine oil pressure.
17. Check the engine oil temperature.
18. Check the engine oil level.
19. Check the engine oil pressure.
20. Check the engine oil temperature.
21. Check the engine oil level.
22. Check the engine oil pressure.
23. Check the engine oil temperature.
24. Check the engine oil level.
25. Check the engine oil pressure.
26. Check the engine oil temperature.
27. Check the engine oil level.
28. Check the engine oil pressure.
29. Check the engine oil temperature.
30. Check the engine oil level.
31. Check the engine oil pressure.
32. Check the engine oil temperature.
33. Check the engine oil level.
34. Check the engine oil pressure.
35. Check the engine oil temperature.
36. Check the engine oil level.
37. Check the engine oil pressure.
38. Check the engine oil temperature.
39. Check the engine oil level.
40. Check the engine oil pressure.
41. Check the engine oil temperature.
42. Check the engine oil level.
43. Check the engine oil pressure.
44. Check the engine oil temperature.
45. Check the engine oil level.
46. Check the engine oil pressure.
47. Check the engine oil temperature.
48. Check the engine oil level.
49. Check the engine oil pressure.
50. Check the engine oil temperature.

| SYMBOL | DESCRIPTION | SYMBOL | DESCRIPTION      | SYMBOL | DESCRIPTION         | SYMBOL | DESCRIPTION                 | SYMBOL | DESCRIPTION   | SYMBOL | DESCRIPTION                         |
|--------|-------------|--------|------------------|--------|---------------------|--------|-----------------------------|--------|---------------|--------|-------------------------------------|
|        | WARNING     |        | OIL FILTER       |        | LOW COOLANT LEVEL   |        | ENGINE AIR INTAKE CLOSED    |        | ALARM SILENCE |        | SERVICE HELPS                       |
|        | START UP    |        | OIL PRESSURE     |        | LOW COOLANT TEMP    |        | SYSTEM BATTERY VOLTAGE      |        | MUTE          |        | STARTING AID - OTHER                |
|        | LIFTED      |        | LOW OIL PRESSURE |        | ENGINE COOLANT FULL |        | LOW BATTERY VOLTAGE         |        | UNLOCK        |        | AUTO                                |
|        | LAMP TEST   |        | LOW OIL LEVEL    |        | COOLANT DRAIN       |        | BATTERY CHARGER MALFUNCTION |        | ON            |        | MANUAL                              |
|        | ALARM       |        | OIL LEVEL        |        | COOLANT FILTER      |        | ADJUSTABLE LOW HIGH         |        | OFF           |        | HIGH VOLTAGE                        |
|        | AC VOLTS    |        | EMERGENCY STOP   |        | RECHARGE POWER      |        | PANEL ILLUMINATION LIGHT    |        | ENGINE STOP   |        | OVERVOLTAGE                         |
|        |             |        |                  |        |                     |        |                             |        |               |        | GENERATOR SYNCHRONIZING INDICATOR   |
|        |             |        |                  |        |                     |        |                             |        |               |        | HOT SURFACE                         |
|        |             |        |                  |        |                     |        |                             |        |               |        | NO SERVICE REAR MANUAL              |
|        |             |        |                  |        |                     |        |                             |        |               |        | ENGINE COOLANT PRESSURE NOT SERVICE |
|        |             |        |                  |        |                     |        |                             |        |               |        | CIRCUIT BREAKER OPEN                |
|        |             |        |                  |        |                     |        |                             |        |               |        | CIRCUIT BREAKER CLOSED              |
|        |             |        |                  |        |                     |        |                             |        |               |        | PRESSURE                            |



10. Operating Permit



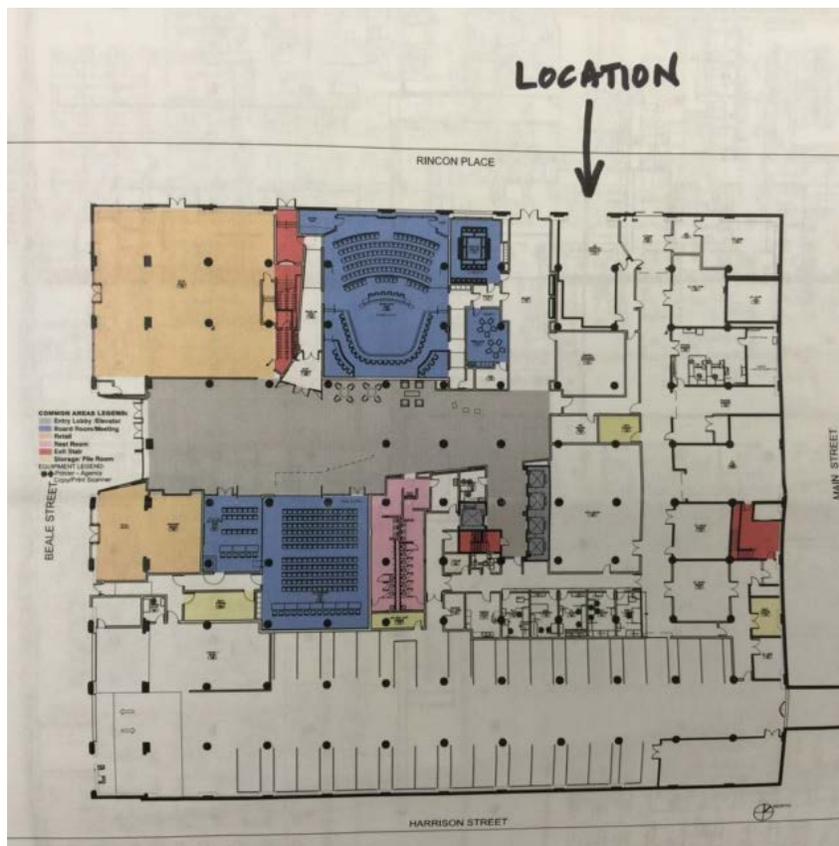
11. Generator



12. Generator Room



13. Location Floorplan



**APPENDIX B, PROPOSAL FORM**

**I. Price Proposal**

The hourly rates (straight and overtime) and direct costs for all work specified in *Appendix A*. Bid prices below must include all labor, materials, and all applicable subcharges, such as taxes, insurance, overhead, and profit.

| <b>Personnel</b> <i>(Please indicate name and title)</i>   |      | <b>Straight hourly rate*</b> | <b>Overtime hourly rate*</b>              | <b>Estimated Hours</b> | <b>Total Estimated Cost</b> |
|--|------|------------------------------|---|------------------------|-----------------------------|
| 1.   |      |                              | \$  |                        | \$                          |
| 2.   |      |                              | \$  |                        | \$                          |
| 3.   |      |                              | \$  |                        | \$                          |
| 4.   |      |                              | \$  |                        | \$                          |
| 5.   |      |                              | \$  |                        | \$                          |
| 6.   | Etc. |                              | \$  |                        | \$                          |
| <b>SUBTOTAL (Personnel)</b>  |      |                              |   |                        | <b>\$</b>                   |
| <b>Direct Costs**</b> <i>(Please detail all costs below)</i>                                     |      |                              |   |                        |                             |
| 1.   |      |                              |   |                        | \$                          |
| 2.   |      |                              |   |                        | \$                          |
| 3.   |      |                              |   |                        | \$                          |
| 4.   |      |                              |   |                        | \$                          |
| 5.   |      |                              |   |                        | \$                          |
| 6.   |      |                              |   |                        | \$                          |
| <b>SUBTOTAL (Direct Costs)</b>   |      |                              |   |                        | <b>\$</b>                   |
| <b>Subconsultants</b> <i>(Please detail all costs below)</i>                                     |      |                              |   |                        |                             |
| <b>Firm Name and Address</b>   |      | <b>Duties/ Role</b>          | <b>DBE/ SBE Number</b><br>(if applicable) |                        |                             |
|  |      |                              |   |                        | \$                          |
|  |      |                              |   |                        | \$                          |
|  |      |                              |   |                        | \$                          |
|  |      |                              |   |                        | \$                          |
| <b>SUBTOTAL (Subconsultants)</b>   |      |                              |   |                        | <b>\$</b>                   |
| <b>TOTAL PROJECT COST (Subtotal (Personnel) + Subtotal (Direct) + Subtotal (Subconsultants))</b> |      |                              |   |                        | <b>\$</b>                   |

\*Includes all applicable labor and subcharges, such as taxes, insurance, overhead, and profit.

\*\*If BAHA directs the Consultant to provide any material or supplies, BAHA shall be billed at cost.

**II. Minimum Qualifications**

- 1. Has Proposer engaged in providing generator maintenance, repair, or retrofit services on equipment similar to the one described in *Appendix A, Scope of Work* for the past five (5) years?
- 2. Does Proposer have five verifiable references for completed projects similar to the work described in *Appendix A, Scope of Work*?
- 3. Is the Proposer, or firm on Proposer’s team that is conducting the installation work, registered with the Department of Industrial Relations (DIR) prior to submitting a proposal in response to this RFP?

| Yes | No |
|-----|----|
|     |    |
|     |    |
|     |    |

**III. Work Plan**

Please provide all information requested in Section VII, Form of Proposal, Article E.1, E.2 and E.3. (Attach additional pages, if needed.)

---

---

---

---

---

---

---

---

---

---

**IV. Qualifications and References**

Please provide all information requested in Section VII, Form of Proposal, Article F.1, F.2 and F.4. (Attach additional pages, if needed.)

---

---

---

---

---

---



---



---



---



---



---



---



---



---



---



---



---



---



---



---



---

| V.                                      | Consultant's Signature |
|---|------------------------|
| Name of Proposing Firm                  |                        |
| Address                                 |                        |
| City, State, Zip Code                   |                        |
| Phone Number                            |                        |
| Email                                   |                        |
| Name & Title of<br>Authorizing Official |                        |
| Authorized Signature                    |                        |

Submission of signed Proposal Form is a firm commitment to perform the work specified in *Appendix A, Scope of Work*, in accordance with this RFP. By signing above, you acknowledge and agree to provide the required certificate of insurance providing verification of the minimum insurance requirements listed in *Appendix E-1, Insurance Requirements* within ten (10) days of BAHA's notice to firm that it is the successful Proposer.

**APPENDIX C, CONSULTANT’S REFERENCE FORM**

Proposer Name:

---

Proposers Representative  
Name & Title:

---

Phone Number and Email:

---

Please provide a minimum of five (5) references of clients that provide verifiable examples where Proposer completed projects similar to the work described in *Appendix A, Scope of Work*.

The following information is required for each reference given (additional sheets may be used if necessary):

**1. Client's Name:**

---

Contact Person:

---

Address:

---

City & Zip Code:

---

Phone Number & Email:

---

Provide a succinct  
description of work  
performed:

---

---

---

---

Contract Amount \$:

---

**2. Client's Name:**

---

Contact Person

---

Address

---

City & Zip Code

---

Phone Number & Email

---

Provide a succinct  
description of work  
performed:

---

---

---

---

Contract Amount \$:

---

**3. Client's Name:**  
\_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Address: \_\_\_\_\_  
City & Zip Code: \_\_\_\_\_  
Phone Number & Email: \_\_\_\_\_  
Provide a succinct description of work performed: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Contract Amount \$: \_\_\_\_\_

**4. Client's Name:**  
\_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Address: \_\_\_\_\_  
City & Zip Code: \_\_\_\_\_  
Phone Number & Email: \_\_\_\_\_  
Provide a succinct description of work performed: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Contract Amount \$: \_\_\_\_\_

**5. Client's Name:**  
\_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Address: \_\_\_\_\_  
City & Zip Code: \_\_\_\_\_  
Phone Number & Email: \_\_\_\_\_  
Provide a succinct description of work performed: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Contract Amount \$: \_\_\_\_\_

**APPENDIX D, CALIFORNIA LEVINE ACT STATEMENT**

California Government Code § 84308, commonly referred to as the “Levine Act,” precludes an officer of a local government agency from participating in the award of a contract if he or she receives any political contributions totaling more than \$250 in the 12 months preceding the pendency of the contract award, and for three months following the final decision, from the person or company awarded the contract. This prohibition applies to contributions to the officer, or received by the officer on behalf of any other officer, or on behalf of any candidate for office or on behalf of any committee.

BAHA’s commissioners include:

|                     |                   |                     |
|---------------------|-------------------|---------------------|
| Alicia C. Aguirre   | Federal D. Glover | Julie Pierce        |
| Tom Azumbrado       | Scott Haggerty    | Bijan Sartipi       |
| Jason Baker         | Anne W. Halsted   | Libby Schaaf        |
| Tom Bates           | Steve Kinsey      | James P. Spering    |
| David Campos        | Sam Liccardo      | Adrienne J. Tossier |
| Dave Cortese        | Mark Luce         | Scott Wiener        |
| Dorene M. Giacomini | Jake Mackenzie    | Amy Rein Worth      |

1. Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$250 to any MTC commissioner in the 12 months preceding the date of the issuance of this request for qualifications?

YES  NO

If yes, please identify the commissioner: \_\_\_\_\_

2. Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contributions of more than \$250 to any MTC commissioners in the three months following the award of the contract?

YES  NO

If yes, please identify the commissioner: \_\_\_\_\_

Answering yes to either of the two questions above does not preclude MTC from awarding a contract to your firm. It does, however, preclude the identified commissioner(s) from participating in the contract award process for this contract.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
(SIGNATURE OF AUTHORIZED OFFICIAL)

\_\_\_\_\_  
(TYPE OR WRITE APPROPRIATE NAME, TITLE)

\_\_\_\_\_  
(TYPE OR WRITE NAME OF COMPANY)

**APPENDIX E, BAHA STANDARD CONSULTANT CONTRACT**

PROFESSIONAL SERVICES AGREEMENT

between

BAY AREA HEADQUARTERS AUTHORITY

and

NAME OF CONSULTANT

for

BACKUP GENERATOR RETROFIT

FISCAL YEARS 2016-2017

**TABLE OF CONTENTS**

| <b><u>ARTICLE</u></b>   | <b><u>PAGE</u></b> |
|---|--------------------|
| 1. SCOPE OF SERVICES.....   | 1                  |
| 1.1 PROGRESS REPORTS .....  | 2                  |
| 2. PERIOD OF PERFORMANCE .....  | 2                  |
| 3. COMPENSATION AND METHOD OF PAYMENT .....                           | 2                  |
| 4. KEY PERSONNEL.....   | 3                  |
| 5. AMENDMENTS .....   | 3                  |
| 6. TERMINATION .....  | 3                  |
| 7. INSURANCE AND FINANCIAL SECURITY REQUIREMENTS.....                 | 4                  |
| 8. INDEPENDENT CONTRACTOR.....  | 5                  |
| 9. INDEMNIFICATION .....  | 5                  |
| 10. DATA TO BE FURNISHED BY MTC.....                                  | 6                  |
| 10.1 NOT USED .....   | 6                  |
| 10.2 NONDISCLOSURE OF CONFIDENTIAL INFORMATION .....                  | 6                  |
| 11. OWNERSHIP OF WORK PRODUCTS .....                                  | 7                  |
| 12. SUBCONTRACTS.....   | 7                  |
| 13. ASSIGNMENT OF AGREEMENT .....                                     | 8                  |
| 14. RECORDS .....   | 8                  |
| 15. AUDITS .....  | 8                  |
| 16. NOTICES.....  | 9                  |
| 17. SOLICITATION OF CONTRACT.....                                     | 9                  |
| 18. PROHIBITED INTERESTS.....   | 9                  |
| 18.1 ORGANIZATIONAL CONFLICTS OF INTEREST .....                       | 10                 |
| 19. LAWS AND REGULATIONS.....   | 11                 |
| 19.1 PREVAILING WAGE RATES, APPRENTICESHIPS, AND PAYROLL .....        | 11                 |
| RECORDS.....  | 11                 |
| 20. CLAIMS OR DISPUTES .....  | 11                 |
| 21. REMEDIES FOR BREACH.....  | 12                 |
| 22. TEMPORARY SUSPENSION OF WORK .....                                | 12                 |
| 23. WARRANTY OF SERVICES.....   | 13                 |
| 24. DISPUTE RESOLUTION.....   | 13                 |
| 25. CHOICE OF LAW .....   | 14                 |
| 26. ATTORNEYS' FEES.....  | 14                 |
| 27. PARTIAL INVALIDITY .....  | 15                 |
| 28. BENEFIT OF AGREEMENT .....  | 15                 |
| 29. NO THIRD PARTY BENEFICIARIES.....                                 | 15                 |
| 30. ENTIRE AGREEMENT; MODIFICATION.....                               | 15                 |
| ATTACHMENT A, SCOPE OF WORK.....                                      | 16                 |
| ATTACHMENT B, PROJECT SCHEDULE .....                                  | 17                 |
| ATTACHMENT C, COMPENSATION AND METHOD OF PAYMENT .....                | 18                 |
| ATTACHMENT D, KEY PERSONNEL ASSIGNMENTS.....                          | 19                 |
| ATTACHMENT E, INSURANCE AND FINANCIAL SECURITY (BOND) PROVISIONS..... | 20                 |
| ATTACHMENT G, SUBCONSULTANT LIST.....                                 | 23                 |

PROFESSIONAL SERVICES AGREEMENT  
Between BAY AREA HEADQUARTERS AUTHORITY  
And **INSERT NAME OF CONSULTANT**  
For BACKUP GENERATOR RETROFIT

THIS PROFESSIONAL SERVICES AGREEMENT (this “Agreement”) is made and entered into as of \_\_\_\_\_, 20106, by and between the Bay Area Headquarters Authority (herein called “BAHA”), a joint powers authority established pursuant to a joint exercise of powers agreement between the Metropolitan Transportation Commission and the Bay Area Toll Authority entered into pursuant to Government Code Sections 6500 *et seq.*, and **INSERT NAME OF CONSULTANT**, (herein called “CONSULTANT”) a **PICK ONE OF THE FOLLOWING:** partnership, \_\_\_\_\_ [state of incorporation] corporation/ nonprofit corporation/joint venture organized under the laws of the State of \_\_\_\_\_.

**RECITALS**

WHEREAS, BAHA intends to install a retrofit device on the existing backup generator at the Bay Area Regional Agency Headquarters facility - 375 Beale Street, San Francisco, California (375 Beale Street), in order to reduce diesel particulate matter emissions and greenhouse gases (black carbon) (herein called the “Project”); and

WHEREAS, the services required for the Project cannot be performed satisfactorily by the officers and employees of MTC; and

WHEREAS, the parties hereto now wish to enter into this Agreement pursuant to which CONSULTANT will render professional services in connection with the Project as hereinafter provided;

NOW, THEREFORE, the parties hereto agree as follows:

1. SCOPE OF SERVICES

CONSULTANT’s services are described in Attachment A, Scope of Work, attached hereto and incorporated herein by this reference. CONSULTANT agrees to perform or secure the performance of all specified services within the maximum payment specified in Article 3, subject to the prior written approval of a work plan by Robert Hoffman, (herein called “MTC Project Manager”). The MTC Project Manager is responsible for communication with CONSULTANT and the administration of this Agreement. MTC’s Executive Director or designated representative may substitute a new MTC Project Manager by written notice to CONSULTANT.

CONSULTANT’s point of contact and the individual authorized to communicate to MTC on behalf of CONSULTANT is **INSERT NAME OF CONSULTANT’s PROJECT MANAGER** (“CONSULTANT Project Manager”). A change in the CONSULTANT Project Manager requires MTC’s prior written approval.

In the performance of its services, CONSULTANT represents that it has and will exercise the degree of professional care, skill, efficiency, and judgment of consultants with special expertise in providing such services, and CONSULTANT represents that it carries and will maintain all applicable licenses, certificates, and registrations needed for the work in current and good standing.

In the performance of its services, CONSULTANT represents that it has and will exercise the degree of professional care, skill, efficiency, and judgment of consultants with special expertise in providing such services, and CONSULTANT represents that it carries and will maintain all applicable licenses, certificates, and registrations needed for the work in current and good standing.

### 1.1 PROGRESS REPORTS

CONSULTANT shall provide MTC with progress reports according to the schedule and form approved by the MTC Project Manager.

### 1.2 SUBMISSION OF CONTRACT DOCUMENTS

To the extent requested by the MTC Project Manager, CONSULTANT shall submit communications and required documentation, including but not limited to invoices, requests for contract modifications, and information on payments received and made to subconsultants, subconsultant utilization, and if applicable, certified payrolls, to the MTC PROJECT MANAGER or his or her designee via a one or more web-based systems designated by MTC to which MTC will provide CONSULTANT with system access. MTC may withhold payment of invoices pending receipt of such communications and required documentation via the applicable web-based system.

## 2. PERIOD OF PERFORMANCE

CONSULTANT's services hereunder shall commence on or after August 1, 2016 and shall be completed no later than June 30, 2016, unless extended by a duly executed amendment or earlier terminated, as hereinafter provided. CONSULTANT's services shall be performed in accordance with the schedule included in Attachment B, Project Schedule, attached hereto and incorporated herein by this reference.

## 3. COMPENSATION AND METHOD OF PAYMENT

Subject to duly executed amendments, MTC will pay CONSULTANT for its services as described in Attachment A, Scope of Work, a total amount, including (as applicable) labor, supervision, applicable surcharges such as taxes, insurance, and fringe benefits, indirect costs, overhead, profit, subconsultants' costs (including mark-up), travel, equipment, materials and supplies, expenses and any fixed fee, not to exceed [**SPELL OUT AMOUNT IN WHOLE DOLLARS (\$\_\_\_\_\_)**] ("Maximum Payment"). MTC shall make payments to CONSULTANT in accordance with the provisions described

in Attachment C, Compensation and Method of Payment, attached hereto and incorporated herein by this reference.

All invoices shall be submitted electronically via email to MTC at [acctpay@mtc.ca.gov](mailto:acctpay@mtc.ca.gov) or in writing to:

Attention: Accounting Section  
Bay Area Headquarters Authority  
Joseph P. Bort MetroCenter  
101 - 8th Street  
Oakland, CA 94607-4700

Payment shall be made by MTC within thirty (30) days of receipt of an acceptable invoice, approved by the MTC Project Manager or a designated representative.

#### 4. KEY PERSONNEL

The key personnel to be assigned to this work by CONSULTANT and, if applicable, their hourly rates and the estimated hours to be supplied by each are set forth in Attachment D, Key Personnel Assignments, attached hereto and incorporated herein by this reference. Substitution of any of the personnel named in Attachment D or a decrease in the hours provided to the project by such personnel of more than 10% requires the prior written approval of the MTC Project Manager or a designee. CONSULTANT shall maintain records documenting compliance with this Article, and such records shall be subject to the audit requirements of Article 15. CONSULTANT agrees that all personnel assigned to this work will be professionally qualified for the assignment to be undertaken. MTC reserves the right to direct removal of any individual, including key personnel, assigned to this work.

#### 5. AMENDMENTS

MTC reserves the right to request changes in the services to be performed by CONSULTANT. All such changes shall be incorporated in written amendments that specify the changes in work performed and any adjustments in compensation and schedule. All amendments shall be executed by the Executive Director or a designated representative and CONSULTANT and specifically identified as amendments to the Agreement. The MTC Project Manager is not a designated representative, for purposes of approving an amendment.

#### 6. TERMINATION

A. Termination for Convenience. MTC may terminate this Agreement for convenience, in whole or in part, at any time by written notice to CONSULTANT. Upon receipt of notice of termination, CONSULTANT shall stop work under this Agreement immediately, to the extent provided in the notice of termination, and shall promptly submit its termination claim to MTC. CONSULTANT shall be paid for hours worked and reimbursed for authorized expenses, plus reasonable termination costs, not to

exceed the maximum amount payable for the terminated work. If CONSULTANT has any property in its possession belonging to MTC, CONSULTANT will account for the same, and dispose of it in the manner MTC directs. Except as provided above, MTC shall not in any manner be liable for CONSULTANT's actual or projected lost profits had CONSULTANT completed the services required by this Agreement.

B. Termination for Default. If CONSULTANT does not deliver the work products specified in this Agreement in accordance with the delivery schedule or fails to perform in the manner called for in the Agreement, or if CONSULTANT fails to comply with any other material provision of the Agreement, MTC may terminate this Agreement for default. Termination shall be effected by serving a fifteen (15) day advance written notice of termination on CONSULTANT, setting forth the manner in which CONSULTANT is in default. If CONSULTANT does not cure the breach or describe to MTC's satisfaction a plan for curing the breach within the fifteen (15) day period, MTC may terminate the Agreement for default. In the event of such termination for default, CONSULTANT will be entitled to be reimbursed only for work performed in full compliance with the contract requirements as follows: CONSULTANT shall be paid for hours worked and reimbursed for authorized expenses, not to exceed the maximum amount payable for the terminated work. Such reimbursement will be offset by any costs incurred by MTC to complete work required under the Agreement. In no event shall MTC be required to reimburse CONSULTANT for any costs incurred for work causing or contributing to the default. If CONSULTANT has any property in its possession belonging to MTC, CONSULTANT will account for the same, and dispose of it in the manner MTC directs. MTC shall not in any manner be liable for CONSULTANT's actual or projected lost profits had CONSULTANT completed the services required by this Agreement.

C. If it is determined by MTC that CONSULTANT's failure to perform resulted from unforeseeable causes beyond the control of CONSULTANT, such as a strike, fire, flood, earthquake or other event that is not the fault of, or is beyond the control of CONSULTANT, MTC, after setting up a new delivery or performance schedule, may allow CONSULTANT to continue work, or treat the termination as a termination for convenience.

## 7. INSURANCE AND FINANCIAL SECURITY REQUIREMENTS

CONSULTANT shall, at its own expense, obtain and maintain in effect at all times for the duration of this Agreement the types of insurance and financial security listed in Attachment E, Insurance and Financial Security (Bond) Provisions, attached hereto and incorporated herein, against claims, damages and losses due to injuries to persons or damage to property or other losses that may arise in connection with the performance of work under this Agreement. All policies will be issued by insurers acceptable to MTC, generally with a Best's Rating of A- or better with a Financial Size Category of VIII or better.

8. INDEPENDENT CONTRACTOR

CONSULTANT is an independent contractor and not an employee or agent of MTC and has no authority to contract or enter into any agreement in the name of MTC. CONSULTANT has, and hereby retains, full control over the employment, direction, compensation and discharge of all persons employed by CONSULTANT who are assisting in the performance of services under this Agreement. CONSULTANT shall be fully responsible for all matters relating to the payment of its employees, including compliance with social security, withholding tax and all other laws and regulations governing such matters. CONSULTANT shall be responsible for its own acts and those of its agents and employees during the term of this Agreement.

9. INDEMNIFICATION

CONSULTANT agrees to indemnify and hold harmless MTC and those entities (if any) identified as additional insureds in Attachment E, Insurance and Financial Security (Bond) Provisions, and their commissioners, directors, officers, agents, and employees (collectively “MTC Indemnified Parties”) from and against any and all claims, demands, actions, causes of action, damages, liability, obligation, costs and expenses (including attorneys’ fees and costs) of any kind whatsoever, including (without limitation) those for personal injuries (including, but not limited to death, bodily injuries, emotional or mental distresses and losses of consortium), property damages or pecuniary, financial or economic losses of any kind whatsoever (collectively “Claims and Losses”) if the Claims and Losses arise out of, pertain to, or relate to CONSULTANT’s recklessness, willful misconduct, or negligent services performed under this Agreement. It is understood and agreed that Consultant has no obligation to indemnify and hold the MTC Indemnified Parties harmless to the extent that the Claims and Losses are caused by the negligence of the MTC Indemnified Parties.

CONSULTANT further agrees to immediately defend the MTC Indemnified Parties with respect to any Claims and Losses if such Claims and Losses are alleged to arise out of, pertain to, or relate to any allegations of CONSULTANT’s recklessness, willful misconduct, or negligent services performed under this Agreement. As part of this defense obligation, CONSULTANT agrees to either retain counsel to defend the MTC Indemnified Parties or pay charges of the MTC Indemnified Parties’ attorneys with regard to the Claims and Losses.

CONSULTANT’s reasonable defense costs (including attorney and expert fees), incurred in providing a defense for the MTC Indemnified Parties shall be reimbursed by MTC except to the extent such defense costs arise, under principles of comparative fault, from CONSULTANT’s (a) negligent acts or omissions; (b) recklessness; or (c) willful misconduct.

The provisions set forth in this Article are intended to be applied to the fullest extent allowed under the law and, if any portion of it is found to be void or unenforceable, the remainder is to be

severable and enforceable. This indemnification shall survive termination or expiration of this Agreement.

#### 10. DATA TO BE FURNISHED BY MTC

All data, reports, surveys, studies, drawings, software (object or source code), electronic databases, and any other information, documents or materials (“MTC Data”) made available to CONSULTANT by MTC for use by CONSULTANT in the performance of its services under this Agreement shall remain the property of MTC and shall be returned to MTC at the completion or termination of this Agreement. No license to such MTC Data, outside of the Scope of Work of the Project, is conferred or implied by CONSULTANT’s use or possession of such MTC Data. Any updates, revisions, additions or enhancements to such MTC Data made by CONSULTANT in the context of the Project shall be the property of MTC and subject to the provisions of Article 11.

#### 10.1 NOT USED

#### 10.2 NONDISCLOSURE OF CONFIDENTIAL INFORMATION

BAHA may be required to make available to CONSULTANT certain confidential, non-public or proprietary information (“Confidential Information”) for purposes of carrying out the Project. Confidential Information may be tangible, intangible, visual, oral, written, and/or electronic information, present or future, and includes: (i) proprietary information learned through inspection of drawings, specifications or equipment; (ii) descriptions of proprietary processes, designs, functionality or know-how; (iii) proprietary software, programming data, code or information; and (iv) other information disclosed in writing and marked as “Confidential” or with a similar notice. As between BAHA and CONSULTANT, Confidential Information shall remain the sole and exclusive property of BAHA, and no license or other rights to Confidential Information or any works deriving from Confidential Information is granted or implied hereby. Confidential Information does not include information that: a) is now or subsequently becomes generally available to the public through no fault of CONSULTANT; b) CONSULTANT can demonstrate to have had rightfully in its possession prior to disclosure by BAHA or its contractors, vendors or licensors; c) CONSULTANT rightfully obtains from a third party who has the right to transfer or disclose it; or (d) is required to be disclosed by law or applicable legal process.

CONSULTANT agrees to take all necessary and reasonable precautions to maintain the confidentiality of Confidential Information and agrees not to use, copy, distribute or disclose such Confidential Information except for the business purpose underlying this Agreement, except as authorized in writing by BAHA. CONSULTANT further agrees to disclose Confidential Information only to its directors, officers, employees and consultants who need to know such information, and who have agreed to be bound by the terms and conditions of this Agreement. Promptly upon the request of

BAHA, at any time and for any reason, CONSULTANT shall destroy or return to BAHA, at BAHA's option, all documents, computer files and other tangible materials that contain Confidential Information. These obligations survive the termination of this Agreement, unless otherwise agreed in writing by BAHA.

#### 11. OWNERSHIP OF WORK PRODUCTS

All drawings, designs, specifications, manuals, reports, studies, surveys, models, software, source code and source code documentation, documentation or system architecture and any other documents, materials, data and products ("Work Products") prepared or assembled and furnished to BAHA by CONSULTANT or its subconsultants pursuant to this Agreement shall be and are the property of BAHA. BAHA shall be entitled to copies and access to these materials during the progress of the work. Any such materials remaining in the hands of CONSULTANT or in the hands of any subconsultant upon completion or termination of the work shall be immediately delivered to BAHA. CONSULTANT hereby assigns to BAHA ownership of any and all rights, title and interest in and to such Work Products, including ownership of any copyright, patent, trademark, trade secret, or other intellectual property or proprietary rights in the Work Product. CONSULTANT also agrees to execute all papers necessary for BAHA to perfect its ownership of the rights in the Work Product. Notwithstanding the above, "Work Products" are not intended nor shall they be construed to include CONSULTANT'S pre-existing intellectual property secured, developed, written, or produced by CONSULTANT prior to the execution of this Agreement or developed concurrently with this Agreement but not specifically for this Agreement; CONSULTANT shall retain all right, title and interest in any such pre-existing intellectual property.

CONSULTANT shall be responsible for the preservation of any and all such Work Products prior to transmittal to BAHA, and CONSULTANT shall replace any such Work Products as are lost, destroyed, or damaged while in its possession without additional cost to BAHA.

CONSULTANT represents and warrants that all materials prepared under this Agreement are original or developed from materials in the public domain (or both) and that all materials prepared under and services provided under this Agreement do not infringe or violate any copyright, trademark, patent, trade secret, or other intellectual-property or proprietary right of any third party.

#### 12. SUBCONTRACTS

##### **[FOR AGREEMENTS WITH SUBCONSULTANTS AT OUTSET]**

A. Subconsultants approved by BAHA for subcontract work under this Agreement are listed in Attachment G, Subconsultant List, attached hereto and incorporated herein by this reference. Any subconsultants must be engaged under written contract with CONSULTANT with provisions allowing CONSULTANT to comply with all requirements of this Agreement, including without limitation Article 11, OWNERSHIP OF WORK PRODUCTS. Failure of a subconsultant to provide insurance in

accordance with Article 7, INSURANCE REQUIREMENTS, shall be at the risk of CONSULTANT. Any substitution of subconsultants listed in Attachment G must be approved in writing by BAHA's Project Manager in advance of assigning work to a substitute subconsultant.

**[FOR AGREEMENTS WITH NO SUBCONSULTANTS AT OUTSET]**

A. No subconsultants are currently approved by BAHA for work under this Agreement. In advance of the assignment of any work to a subconsultant, such subconsultant must be approved in writing by the BAHA Project Manager and engaged under written contract with CONSULTANT with provisions allowing CONSULTANT to comply with all requirements of this Agreement, including without limitation Article 11, OWNERSHIP OF WORK PRODUCTS. Failure of a subconsultant to provide insurance in accordance with Article 7, INSURANCE REQUIREMENTS, shall be at the risk of CONSULTANT.

B. Nothing contained in this Agreement or otherwise, shall create any contractual relation between BAHA and any subconsultants, and no subcontract shall relieve CONSULTANT of his/her responsibilities and obligations hereunder. CONSULTANT agrees to be as fully responsible to BAHA for the acts and omissions of its subconsultants and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by CONSULTANT. CONSULTANT's obligation to pay its subconsultants is an independent obligation from BAHA's obligation to make payments to CONSULTANT.

C. Applicable provisions of this Agreement shall be included in any subcontract or subconsultant agreement in excess of \$25,000 entered into under of this Agreement.

13. ASSIGNMENT OF AGREEMENT

CONSULTANT shall not assign this Agreement, or any part hereof without prior express written consent of the BAHA Project Manager or a designated representative, and any attempt thereat shall be void and unenforceable.

14. RECORDS

CONSULTANT agrees to establish and maintain an accounting system conforming to Generally Accepted Accounting Principles (GAAP) that is adequate to accumulate and segregate reasonable, allowable, and allocable project costs. CONSULTANT further agrees to keep all records pertaining to the project being funded for audit purposes for a minimum of four (4) years following the fiscal year of last expenditure under the Agreement; or until completion of any litigation, claim or audit, whichever is longer.

15. AUDITS

CONSULTANT shall permit BAHA and BAHA's authorized representatives to have access to CONSULTANT's books, records, accounts, and any and all work products, materials, and other data



the performance of services required under the Agreement or the impartial rendering of assistance or advice to BAHA. CONSULTANT further covenants that in the performance of the Agreement no person having any such interest shall be employed.

No member, officer, employee or agent of BAHA, during his/her tenure shall have any prohibited interest as defined by California Government Code Sections 1090, *et seq.* and 87100 *et seq.*, direct or indirect, in the Agreement or the proceeds thereof. Prohibited interests include interests of immediate family members, domestic partners, and their employers or prospective employers. Accordingly, CONSULTANT further covenants that it has made a complete disclosure to BAHA of all facts of which CONSULTANT is aware upon due inquiry bearing upon any possible interest, direct or indirect, that it believes any member, officer, agent or employee of BAHA (or an immediate family member, domestic partner or employer or prospective employer of such member, officer, agent or employee) presently has, or will have in the Agreement, or in the performance thereof, or in any portion of the profits thereunder. Willful failure to make such disclosure, if any, shall constitute grounds for cancellation and termination hereof by BAHA.

#### 18.1 ORGANIZATIONAL CONFLICTS OF INTEREST

CONSULTANT shall take all reasonable measures to preclude the existence or development of an organizational conflict of interest in connection with work performed under this Agreement. An organizational conflict of interest occurs when, due to other activities, relationships, or contracts, a firm or person is unable, or potentially unable, to render impartial assistance or advice to BAHA; a firm or person's objectivity in performing the contract work is or might be impaired; or a firm or person has an unfair competitive advantage in proposing for award of a contract as a result of information gained in performance of this or some other Agreement.

CONSULTANT shall not engage the services of any subconsultant or independent contractor on any work related to this Agreement if the subconsultant or independent contractor, or any employee of the subconsultant or independent contractor, has an actual or apparent organizational conflict of interest related to work or services contemplated under this Agreement.

If at any time during the term of this Agreement CONSULTANT becomes aware of an organizational conflict of interest in connection with the work performed hereunder, CONSULTANT shall immediately provide BAHA with written notice of the facts and circumstances giving rise to this organizational conflict of interest. CONSULTANT's written notice will also propose alternatives for addressing or eliminating the organizational conflict of interest. If at any time during the period of performance of this Agreement, BAHA becomes aware of an organizational conflict of interest in connection with CONSULTANT's performance of the work hereunder, BAHA shall similarly notify CONSULTANT. In the event a conflict is presented, whether disclosed by CONSULTANT or discovered by BAHA, BAHA will consider the conflict presented and any alternatives proposed and

meet with CONSULTANT to determine an appropriate course of action. BAHA's determination as to the manner in which to address the conflict shall be final.

Failure to comply with this section may subject CONSULTANT to damages incurred by MTC in addressing organizational conflicts that arise out of work performed by CONSULTANT, or to termination of this Agreement for breach.

## 19. LAWS AND REGULATIONS

CONSULTANT shall comply with any and all applicable laws, statutes, ordinances, rules, regulations, and procedural requirements of any national, state, or local government, and of any agency of any such government, including but not limited to BAHA, that relate to or in any manner affect the performance of the Agreement. Those laws, statutes, ordinances, rules, regulations and procedural requirements that are imposed on BAHA as a recipient of federal or state funds are hereby in turn imposed on CONSULTANT.

### 19.1 PREVAILING WAGE RATES, APPRENTICESHIPS, AND PAYROLL RECORDS

CONSULTANT shall comply with applicable sections of the California Labor Code and regulations promulgated thereunder (including without limitation, Sections 1720 *et seq.* and Title 8 of the California Code of Regulations Sections 16000 *et seq.*) governing the payment of prevailing wages, as determined by the Director of the California Department of Industrial Relations, in regards to all installation, repair, or maintenance work performed under this Agreement. In particular, CONSULTANT's attention is drawn to Labor Code Sections 1771 (payment of prevailing wage rate), 1775 (penalty for non-payment), 1776 (payroll records), and 1777.5 (use of apprentices). Attachment J, Wage Determination, is attached hereto and incorporated herein by this reference. CONSULTANT and all subconsultants, to the extent the work of such subconsultants under this Agreement is subject to California Labor Code Section 1720 *et seq.*, shall be registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 and shall furnish electronic certified payroll records directly to the Labor Commissioner through the internet portal of the Division of Labor Standards Enforcement.

## 20. CLAIMS OR DISPUTES

CONSULTANT shall be solely responsible for providing timely written notice to BAHA of any claims for additional compensation and/or time in accordance with the provisions of the Agreement. It is BAHA's intent to investigate and attempt to resolve any CONSULTANT claims before CONSULTANT has performed any disputed work. Therefore, CONSULTANT's failure to provide timely notice shall constitute a waiver of CONSULTANT's claims for additional compensation and/or time.

CONSULTANT shall not be entitled to the payment of any additional compensation for any cause, including any act, or failure to act, by BAHA, or the failure or refusal to issue a modification, or the

happening of any event, thing, or occurrence, unless it has given BAHA due written notice of a potential claim. The potential claim shall set forth the reasons for which CONSULTANT believes additional compensation may be due, the nature of the costs involved, and the amount of the potential claim.

Such notice shall be given to BAHA prior to the time that CONSULTANT has started performance of the work giving rise to the potential claim for additional compensation.

If there is a dispute over any claim, CONSULTANT shall continue to work during the dispute resolution process in a diligent and timely manner as directed by BAHA, and shall be governed by all applicable provisions of the Agreement. CONSULTANT shall maintain cost records of all work that is the basis of any dispute.

If an agreement can be reached that resolves CONSULTANT's claim, the parties will execute an Agreement modification to document the resolution of the claim. If the parties cannot reach an agreement with respect to CONSULTANT's claim, they may choose to pursue dispute resolution pursuant to Article 24, DISPUTE RESOLUTION, or BAHA may terminate the Agreement.

## 21. REMEDIES FOR BREACH

In the event CONSULTANT fails to comply with the requirements of the Agreement in any way, BAHA reserves the right to implement administrative remedies that may include, but are not limited to, withholding of progress payments and contract retentions, and termination of the Agreement in whole or in part.

The duties and obligations imposed by the Agreement 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. No action or failure to act by BAHA or CONSULTANT shall constitute a waiver of any right or duty afforded any of them under the Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

## 22. TEMPORARY SUSPENSION OF WORK

BAHA, in its sole discretion, reserves the right to stop or suspend all or any portion of the work for such period as BAHA may deem necessary. The suspension may be due to the failure on the part of CONSULTANT to carry out orders given or to perform any provision of the Agreement or to factors that are not the responsibility of CONSULTANT. CONSULTANT shall comply immediately with the written order of BAHA to suspend the work wholly or in part. The suspended work shall be resumed when CONSULTANT is provided with written direction from BAHA to resume the work.

If the suspension is due to CONSULTANT's failure to perform work or carry out its responsibilities in accordance with this Agreement, or other action or omission on the part of

CONSULTANT, all costs shall be at CONSULTANT's expense and no schedule extensions will be provided by BAHA.

In the event of a suspension of the work, CONSULTANT shall not be relieved of CONSULTANT's responsibilities under this Agreement, except the obligations to perform the work that BAHA has specifically directed CONSULTANT to suspend under this section.

If the suspension is not the responsibility of CONSULTANT, suspension of all or any portion of the work under this Section may entitle CONSULTANT to compensation and/or schedule extensions subject to the Agreement requirements.

### 23. WARRANTY OF SERVICES

A. In the performance of its services, CONSULTANT represents and warrants that it has and will exercise the degree of professional care, skill, efficiency, and judgment of consultants with special expertise in providing such services, and that it carries and will maintain all applicable licenses, certificates, and registrations needed for the work in current and good standing.

B. In the event that any services provided by CONSULTANT hereunder are deficient because of CONSULTANT's or a subconsultant's failure to perform said services in accordance with the warranty standards set forth above, BAHA shall report such deficiencies in writing to CONSULTANT within a reasonable time. BAHA thereafter shall have:

1. The right to have CONSULTANT re-perform such services at CONSULTANT's expense; or
2. The right to have such services done by others and the costs thereof charged to and collected from CONSULTANT if within 30 days after written notice to CONSULTANT requiring such re-performance, CONSULTANT fails to give satisfactory evidence to BAHA that it has undertaken said re-performance; or
3. The right to terminate the Agreement for default.

CONSULTANT shall be responsible for all errors and omissions and is expected to pay for all deficient work as a result of errors and omissions.

### 24. DISPUTE RESOLUTION

A. Informal Resolution of Disputes. CONSULTANT and BAHA shall use good faith efforts to resolve all disputes informally at the project manager level. In the event such efforts are unsuccessful, either party may request that BAHA provide a written determination as to the proposed resolution of the dispute. Within twenty-one (21) calendar days of the request, the BAHA Project Manager shall provide a written determination as to the dispute, including the basis for his or her decision. Upon CONSULTANT's written acceptance of the BAHA Project Manager's determination, the Agreement may be modified and the determination implemented or, failing agreement, BAHA may in its sole discretion pay such amounts and/or revise the time for performance in accordance with the BAHA Project Manager's determination.

If the BAHA Project Manager's determination is not accepted by CONSULTANT, the matter shall promptly be referred to senior executives of the parties having designated authority to settle the dispute. The senior executives will exchange memoranda stating the issues in dispute and their respective positions and then meet for negotiations at a mutually agreed time and place. If the matter has not been resolved within thirty (30) calendar days of commencement of senior management negotiations, the parties may mutually agree to try to settle the dispute by means of alternate dispute resolution methodologies, as set forth below.

B. Controversies Subject to Alternative Dispute Resolution. Any claim or controversy concerning the interpretation, application, or implementation of this Agreement between BAHA and CONSULTANT that cannot be resolved through the informal efforts described above, may, by specific agreement of the parties, be submitted to alternative dispute resolution (that is, mediation or arbitration) with the parameters for such dispute resolution being agreed to by the parties at the time.

C. Other Remedies. If a dispute is not resolved through discussion or the parties do not agree to alternative dispute resolution, either party may pursue available legal remedies in a California State or Federal court of competent jurisdiction. CONSULTANT must file a government claim pursuant to Government Code section 910 *et seq.* in order to initiate a civil action.

D. Pending Resolution. CONSULTANT shall continue to work during the dispute resolution process in a diligent and timely manner as directed by BAHA, and shall be governed by all applicable provisions of the Agreement.

E. Cost of Alternative Dispute Resolution Proceedings. Each party shall bear the costs and expenses incurred by it in connection with such alternative dispute resolution processes. The cost of any mediator or independent decision maker shall be shared equally between the parties.

F. Survival of this Article. This Article shall survive completion or termination of this Agreement, but under no circumstances shall either party call for an alternative dispute resolution of any claim or dispute arising out of this Agreement after such period of time as would normally bar the initiation of legal proceeding to litigate such claim or dispute under the laws of the State of California.

## 25. CHOICE OF LAW

All questions pertaining to the validity and interpretation of the Agreement shall be determined in accordance with the laws of the State of California applicable to agreements made and to be performed within the State.

## 26. ATTORNEYS' FEES

If any legal proceeding should be instituted by either of the parties to enforce the terms of this Agreement or to determine the rights of the parties under this Agreement, the prevailing party in said proceeding shall recover reasonable attorneys' fees, in addition to all court costs.

27. PARTIAL INVALIDITY

If any term or condition of this Agreement is found to be illegal or unenforceable, such term or condition shall be deemed stricken and the remaining terms and conditions shall remain valid and in full force and effect.

28. BENEFIT OF AGREEMENT

The Agreement shall bind and benefit the parties hereto and their heirs, successors, and permitted assigns.

29. NO THIRD PARTY BENEFICIARIES

This Agreement is not for the benefit of any person or entity other than the parties.

30. ENTIRE AGREEMENT; MODIFICATION

This Agreement, including any attachments, constitutes the complete agreement between the parties and supersedes any prior written or oral communications. CONSULTANT represents that in entering into the Agreement it has not relied on any previous representations, inducements, or understandings of any kind or nature. This Agreement may be modified or amended only by written instrument signed by both CONSULTANT and BAHA. In the event of a conflict between the terms and conditions of this Agreement and the attachments, the terms of this Agreement will prevail.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto as of the day and year first written above.

BAY AREA HEADQUARTERS AUTHORITY

NAME OF CONSULTANT

---

Steve Heminger, Executive Director

---

Insert Appropriate Name, Title

**ATTACHMENT A**

**Scope Of Work**

Outline of Services

The services to be performed by CONSULTANT shall consist of services requested by the Project Manager or a designated representative including, but not limited to, the following:

**ATTACHMENT B**  
**Project Schedule**

| Item# | Work to be Performed/Deliverables (#) | Completion Date |
|-------|---------------------------------------|-----------------|
|       |                                       |                 |
|       |                                       |                 |
|       |                                       |                 |
|       |                                       |                 |

**ATTACHMENT C**  
**Compensation and Method of Payment**

A. Compensation. CONSULTANT shall be compensated for services based on the hourly rates for the key personnel set forth in Attachment D, Key Personnel Assignments, attached hereto and incorporated herein by this reference, which include all labor, supervision, applicable surcharges such as taxes, insurance and fringe benefits as well as indirect costs, overhead and profit allowance, equipment, materials and supplies. Said hourly rates shall remain in effect for the term of the Agreement, unless BAHA's prior written authorization is obtained for any changes. In no event shall the total compensation to be paid CONSULTANT under the Agreement exceed the Maximum Payment specified in Article 3 of the Agreement.

B. Expenses. BAHA will reimburse CONSULTANT for all expenses deemed reasonable and necessary by BAHA incurred by CONSULTANT in the performance of this Agreement. Such reimbursement shall include travel and personal expenses incurred by employees or agents of all CONSULTANTS in accordance with 48 Code of Federal Regulations Part 31 or Office of Management and Budget Circular A-122, as applicable.

C. Method of Payment. CONSULTANT shall submit invoices for services rendered on a monthly basis covering fees and expenses for a single calendar month, identifying the work for which payment is requested; the hours worked; any authorized expenses, together with receipts for such expenses; the amount requested; and the cumulative amount billed and paid under this Agreement.

D. Withheld Amounts and Final Payment. BAHA shall withhold, as a retainage, 5% of the value of each payment due hereunder until all services required under this Agreement have been completed and accepted by BAHA. Final payment of any balance due CONSULTANT, including any amounts withheld, will be made promptly after satisfactory completion of the work under this Agreement, and after receipt and written acceptance by BAHA of the reports and working papers that are required to be furnished under this Agreement, and after any post audit of contract costs that may be conducted by BAHA. CONSULTANT acknowledges that certain costs may be disallowed as a result of such a post audit.

**ATTACHMENT D**  
**Key Personnel Assignments**

|    | <u>Name</u> | <u>Rate/hour</u> | <u>Est. hours</u> | <u>Task Description</u> |
|----|-------------|------------------|-------------------|-------------------------|
| 1. |             | \$xx             |                   |                         |
| 2. |             |                  |                   |                         |
| 3. |             |                  |                   |                         |
| 4. |             |                  |                   |                         |
| 5. |             |                  |                   |                         |
| 6. |             |                  |                   |                         |
| 7. |             |                  |                   |                         |
| 8. |             |                  |                   |                         |

**ATTACHMENT E**  
**Insurance and Financial Security (Bond) Provisions**

1. INSURANCE

A. Minimum Coverages. The insurance requirements specified in this section shall cover CONSULTANT's own liability and the liability arising out of work or services performed under this Agreement by any subconsultants, subcontractors, suppliers, temporary workers, independent contractors, leased employees, or any other persons, firms or corporations that CONSULTANT authorizes to work under this Agreement (hereinafter referred to as "Agents.") CONSULTANT shall, at its own expense, obtain and maintain in effect at all times during the life of this Agreement the following types of insurance against claims, damages and losses due to injuries to persons or damage to property or other losses that may arise in connection with the performance of work under this Agreement.

CONSULTANT is also required to assess the risks associated with work to be performed by Agents under subcontract and to include in every subcontract the requirement that the Agent maintain adequate insurance coverage with appropriate limits and endorsements to cover such risks. To the extent that an Agent does not procure and maintain such insurance coverage, CONSULTANT shall be responsible for said coverage and assume any and all costs and expenses that may be incurred in securing said coverage or in fulfilling CONSULTANT's indemnity obligation as to itself or any of its Agents in the absence of coverage.

In the event CONSULTANT or its Agents procure excess or umbrella coverage to maintain certain requirements outlined below, these policies shall also satisfy all specified endorsements and stipulations, including provisions that CONSULTANT's insurance be primary without right of contribution from BAHA. Prior to beginning work under this contract, CONSULTANT shall provide BAHA with satisfactory evidence of compliance with the insurance requirements of this section.

1. Workers' Compensation Insurance with Statutory limits, and Employer's Liability Insurance with a limit of not less than \$1,000,000 per employee and \$1,000,000 per accident, and any and all other coverage of CONSULTANT's employees as may be required by applicable law. Such policy shall contain a Waiver of Subrogation in favor of BAHA. Such Workers' Compensation & Employer's Liability may be waived, if and only for as long as CONSULTANT is a sole proprietor or a corporation with stock 100% owned by officers with no employees.

2. Commercial General Liability Insurance for Bodily Injury and Property Damage liability, covering the premises and operations, and products and completed operations of CONSULTANT and CONSULTANT's officers, agents, and employees and with limits of liability which shall not be less than \$1,000,000 combined single limit per occurrence with a general aggregate liability of not less than \$2,000,000, a products/completed operations aggregate liability limit of not less

than \$2,000,000 and Personal & Advertising Injury liability with a limit of not less than \$1,000,000. Such policy shall contain a Waiver of Subrogation in favor of BAHA.

Products and completed operations insurance shall be maintained for three (3) years following termination of this Agreement.

BAHA and those entities listed in Part 3 of this Attachment E (if any), and their commissioners, directors, officers, representatives, agents and employees are to be named as additional insureds for ongoing and completed operations. Such insurance shall be primary and non-contributory, and contain a Separation of Insureds Clause as respects any claims, losses or liability arising directly or indirectly from CONSULTANT's operations.

3. Business Automobile Insurance for all automobiles owned (if any), used or maintained by CONSULTANT and CONSULTANT's officers, agents and employees, including but not limited to owned (if any), leased (if any), non-owned and hired automobiles, with limits of liability which shall not be less than \$1,000,000 combined single limit per accident.

4. Umbrella Insurance in the amount of \$1,000,000 providing excess limits over Employer's Liability, Automobile Liability, and Commercial General Liability Insurance. Such umbrella coverage shall be following form to underlying coverage including all endorsements and additional insured requirements.

5. Errors and Omissions Professional Liability Insurance for errors and omissions and the resulting damages, including, but not limited to, economic loss to BAHA and having minimum limits of \$2,000,000 per claim.

The policy shall provide coverage for all work performed by CONSULTANT and any work performed or conducted by any subcontractor/consultant working for or performing services on behalf of CONSULTANT. No contract or agreement between CONSULTANT and any subcontractor/consultant shall relieve CONSULTANT of the responsibility for providing this Errors & Omissions or Professional Liability coverage for all work performed by CONSULTANT and any subcontractor/consultant working on behalf of CONSULTANT on the project.

6. Property Insurance. Property Insurance covering CONSULTANT'S own business personal property and equipment to be used in performance of this Agreement, materials or property to be purchased and/or installed on behalf of BAHA (if any), and builders risk for property in the course of construction (if applicable). Coverage shall be written on a "Special Form" policy that includes theft, but excludes earthquake, with limits at least equal to the replacement cost of the property. Such policy shall contain a Waiver of Subrogation in favor of BAHA.

8. Contractors' Pollution Liability Insurance. Contractors' Pollution Liability insurance for bodily injury and property damage coverage with a combined single limit for bodily injury and property damage of at least \$1,000,000 per occurrence or claim and a general aggregate limit of at least \$2,000,000. This insurance shall include coverage for, but not be limited to sudden and accidental

discharges; gradual discharges, clean-up of pollutants and disposal thereof; and, mold, asbestos or lead, if an abatement contract. If CONSULTANT disposes of Hazardous Materials under this Agreement, CONSULTANT shall designate the disposal site and provide a certificate of insurance from the disposal facility to BAHA.

CONSULTANT's Business Automobile Liability coverage shall also be extended to cover pollution liability during loading; unloading and while in transit including, but not limited to, the perils of collision and upset. Coverage may be provided by endorsement to the general liability and automobile policies or by a separate policy.

Such policy shall contain a Waiver of Subrogation in favor of BAHA.

BAHA (and those entities listed in Part 3, ADDITIONAL INSUREDS, of this Attachment E (if any)), and their commissioners, directors, officers, representatives, agents and employees are to be named as additional insureds. Such insurance shall be primary and contain a Separation of Insureds Clause as respects any claims, losses or liability arising directly or indirectly from CONSULTANT's operations.

B. Acceptable Insurers. All policies will be issued by insurers acceptable to BAHA, generally with a Best's Rating of A- or better with a Financial Size Category of VIII or better.

C. Self-Insurance. CONSULTANT's obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance, upon evidence of financial capacity satisfactory to BAHA.

D. Deductibles and Retentions. CONSULTANT shall be responsible for payment of any deductible or retention on CONSULTANT's policies without right of contribution from BAHA. Deductible and retention provisions shall not contain any restrictions as to how or by whom the deductible or retention is paid. Any deductible or retention provision limiting payment to the Named Insured is unacceptable.

In the event that BAHA seeks coverage as an additional insured under any CONSULTANT insurance policy that contains a deductible or self-insured retention, CONSULTANT shall satisfy such deductible or self-insured retention to the extent of loss covered by such policy, for any lawsuit arising from or connected with any alleged act of CONSULTANT, subconsultant, subcontractor, or any of their employees, officers or directors, even if CONSULTANT or subconsultant is not a named defendant in the lawsuit.

E. Claims Made Coverage. If any insurance specified above is written on a "Claims-Made" (rather than an "occurrence") basis, then in addition to the coverage requirements above, CONSULTANT shall:

- (1) Ensure that the Retroactive Date is shown on the policy, and such date must be before the date of this Agreement or the beginning of any work under this Agreement;
- (2) Maintain and provide evidence of similar insurance for at least three (3) years following project completion, including the requirement of adding all additional insureds; and

(3) If insurance is cancelled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the Agreement effective date, CONSULTANT shall purchase “extended reporting” coverage for a minimum of three (3) years after completion of the work.

F. Failure to Maintain Insurance. All insurance specified above shall remain in force until all work or services to be performed are satisfactorily completed, all of CONSULTANT’s personnel, subconsultants, subcontractors, and equipment have been removed from BAHA’s property, and the work or services have been formally accepted. CONSULTANT must notify BAHA if any of the above required coverages are non-renewed or cancelled. The failure to procure or maintain required insurance and/or an adequately funded self-insurance program will constitute a material breach of this Agreement.

G. Certificates of Insurance. Prior to commencement of any work hereunder, CONSULTANT shall deliver to BAHA Certificates of Insurance verifying the aforementioned coverages. Such certificates shall make reference to all provisions and endorsements referred to above and shall be signed on behalf of the insurer by an authorized representative thereof.

H. Disclaimer. The foregoing requirements as to the types and limits of insurance coverage to be maintained by CONSULTANT are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by CONSULTANT pursuant hereto, including, but not limited to, liability assumed pursuant to Article 9 of this Agreement.

## 2. FINANCIAL SECURITY (BONDS)

Not applicable

## 3. ADDITIONAL INSURED

The following entities are to be named as Additional Insureds under applicable sections of this Attachment E and as BAHA Indemnified Parties, pursuant to Article 9 of the Agreement.

Metropolitan Transportation Commission (MTC)

Bay Area Air Quality Management District (BAAQMD)

Association of Bay Area Governments (ABAG)

**ATTACHMENT G**  
**Subconsultant List**

|    | <u>Name/Address of Subconsultant</u> | <u>Amount of Subcontract</u> | <u>Description of Work</u> |
|----|--------------------------------------|------------------------------|----------------------------|
| 1. |                                      |                              |                            |
| 2. |                                      |                              |                            |
| 3. |                                      |                              |                            |
| 4. |                                      |                              |                            |
| 5. |                                      |                              |                            |
| 6. |                                      |                              |                            |

**LIST "None" ABOVE IF NO SUBCONTRACTORS ARE BEING USED.**

**ATTACHMENT J**  
**Wage Determination**

**Attach PDF of all applicable wage determinations**

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: # STATOR REWINDER**

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

**ISSUE DATE:** August 22, 2008

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

**LOCALITY:** All localities within the State of California.

| CLASSIFICATION<br>(Journey person)         | Employer Payments       |                          |                   |                   |         |                  | Straight-Time |                                      | Overtime Hourly Rate          |                                 |                           |                                |
|--|-------------------------|--------------------------|-------------------|-------------------|---------|------------------|---------------|--------------------------------------|-------------------------------|---------------------------------|---------------------------|--------------------------------|
|  | Basic<br>Hourly<br>Rate | Health<br>and<br>Welfare | Pension           | Vacation          | Holiday | Training         | Hours         | Total <sup>e</sup><br>Hourly<br>Rate | Daily <sup>bc</sup><br>1 1/2X | Saturday <sup>e</sup><br>1 1/2X | Sunday <sup>e</sup><br>2X | Holiday <sup>e</sup><br>2 1/2X |
| Stator Rewinder                            | \$15.20                 | <sup>a</sup> 1.36        | <sup>a</sup> 2.18 | <sup>ac</sup> .29 | .58     | <sup>a</sup> .29 | 8             | 19.90                                | 29.56                         | 29.56                           | 39.22                     | 48.88                          |
| Stator Rewinder Helper<br>(First 6 Months) | 11.74                   | <sup>a</sup> 1.05        | <sup>a</sup> 1.69 | <sup>a</sup> .23  | .45     | <sup>a</sup> .23 | 8             | 15.39                                | 22.86                         | 22.86                           | 30.33                     | 37.80                          |
| Stator Rewinder Helper<br>(After 6 Months) | 11.95                   | <sup>a</sup> 1.07        | <sup>a</sup> 1.72 | <sup>ad</sup> .23 | .46     | <sup>a</sup> .23 | 8             | 15.66                                | 23.26                         | 23.26                           | 30.86                     | 38.46                          |

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

<sup>a</sup> Contributions are factored at the appropriate overtime multiplier.

<sup>b</sup> Rate applies to the first 4 daily overtime hours and the first 12 hours on Saturday. After 12 hours daily, the Sunday double-time rate applies.

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

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

<sup>e</sup> Does not include any additional amount that may be required for vacation pay.

**RECOGNIZED HOLIDAYS:** Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <http://www.dir.ca.gov/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>. 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: #LABORER AND RELATED CLASSIFICATIONS**

**DETERMINATION:** NC-23-102-1-2015-2

**ISSUE DATE:** August 22, 2015

**EXPIRATION DATE OF DETERMINATION:** JUNE 26, 2016\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.

**LOCALITY:** ALL LOCALITIES WITHIN ALAMEDA, ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, CONTRA COSTA, DEL NORTE, EL DORADO, FRESNO, GLENN, HUMBOLDT, KINGS, LAKE, LASSEN, MADERA, MARIPOSA, MARIN, MENDOCINO, MERCED, MODOC, MONTEREY, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA, STANISLAUS, SUTTER, TEHAMA, TRINITY, TULARE, TUOLUMNE, YOLO, AND YUBA COUNTIES.

| Classification <sup>a</sup><br>(Journey person) | Basic<br>Hourly<br>Rate <sup>g</sup> | Employer Payments        |         |                            |          |                   | Straight-Time      |                         | Overtime Hourly Rate |                                 | Sunday/<br>Holiday<br>2X |
|---|--------------------------------------|--------------------------|---------|----------------------------|----------|-------------------|--------------------|-------------------------|----------------------|---------------------------------|--------------------------|
|   |                                      | Health<br>and<br>Welfare | Pension | Vacation<br>and<br>Holiday | Training | Other<br>Payments | Hours <sup>f</sup> | Total<br>Hourly<br>Rate | Daily<br>1 1/2X      | Saturday <sup>b</sup><br>1 1/2X |                          |
| <b>AREA 1<sup>c</sup></b>                       |                                      |                          |         |                            |          |                   |                    |                         |                      |                                 |                          |
| Construction Specialist                         | 29.49                                | 7.54                     | 10.38   | 2.63                       | 0.43     | 0.22              | 8                  | 50.69                   | 65.435               | 65.435                          | 80.18                    |
| Group 1; Group 1(B) <sup>e</sup>                | 28.79                                | 7.54                     | 10.38   | 2.63                       | 0.43     | 0.22              | 8                  | 49.99                   | 64.385               | 64.385                          | 78.78                    |
| Group 1 (A)                                     | 29.01                                | 7.54                     | 10.38   | 2.63                       | 0.43     | 0.22              | 8                  | 50.21                   | 64.715               | 64.715                          | 79.22                    |
| Group 1 (C)                                     | 28.84                                | 7.54                     | 10.38   | 2.63                       | 0.43     | 0.22              | 8                  | 50.04                   | 64.46                | 64.46                           | 78.88                    |
| Group 1 (E)                                     | 29.34                                | 7.54                     | 10.38   | 2.63                       | 0.43     | 0.22              | 8                  | 50.54                   | 65.21                | 65.21                           | 79.88                    |
| Group 1 (F-1)                                   | 29.37                                | 7.54                     | 10.38   | 2.63                       | 0.43     | 0.22              | 8                  | 50.57                   | 65.255               | 65.255                          | 79.94                    |
| Group 1 (F-2)                                   | 28.39                                | 7.54                     | 10.38   | 2.63                       | 0.43     | 0.22              | 8                  | 49.59                   | 63.785               | 63.785                          | 77.98                    |
| Group 1 (G)                                     | 28.99                                | 7.54                     | 10.38   | 2.63                       | 0.43     | 0.22              | 8                  | 50.19                   | 64.685               | 64.685                          | 79.18                    |
| Group 2   | 28.64                                | 7.54                     | 10.38   | 2.63                       | 0.43     | 0.22              | 8                  | 49.84                   | 64.16                | 64.16                           | 78.48                    |
| Group 3; Group 3(A)                             | 28.54                                | 7.54                     | 10.38   | 2.63                       | 0.43     | 0.22              | 8                  | 49.74                   | 64.01                | 64.01                           | 78.28                    |
| Group 4; Group 6(B)                             | 22.23                                | 7.54                     | 10.38   | 2.63                       | 0.43     | 0.22              | 8                  | 43.43                   | 54.545 <sup>d</sup>  | 54.545 <sup>d</sup>             | 65.66 <sup>d</sup>       |
| Group 6   | 29.75                                | 7.54                     | 10.38   | 2.63                       | 0.43     | 0.22              | 8                  | 50.95                   | 65.825               | 65.825                          | 80.70                    |
| Group 6 (A)                                     | 29.25                                | 7.54                     | 10.38   | 2.63                       | 0.43     | 0.22              | 8                  | 50.45                   | 65.075               | 65.075                          | 79.70                    |
| Group 6 (C)                                     | 28.66                                | 7.54                     | 10.38   | 2.63                       | 0.43     | 0.22              | 8                  | 49.86                   | 64.19                | 64.19                           | 78.52                    |
| Group 7 – Stage 1 (1 <sup>st</sup> 6 months)    | 19.98                                | 7.54                     | 10.38   | 2.63                       | 0.43     | 0.22              | 8                  | 41.18                   | 51.17                | 51.17                           | 61.16                    |
| Stage 2 (2 <sup>nd</sup> 6 months)              | 22.83                                | 7.54                     | 10.38   | 2.63                       | 0.43     | 0.22              | 8                  | 44.03                   | 55.445               | 55.445                          | 66.86                    |
| Stage 3 (3 <sup>rd</sup> 6 months)              | 25.69                                | 7.54                     | 10.38   | 2.63                       | 0.43     | 0.22              | 8                  | 46.89                   | 59.735               | 59.735                          | 72.58                    |
| <b>AREA 2<sup>c</sup></b>                       |                                      |                          |         |                            |          |                   |                    |                         |                      |                                 |                          |
| Construction Specialist                         | 28.49                                | 7.54                     | 10.38   | 2.63                       | 0.43     | 0.22              | 8                  | 49.69                   | 63.935               | 63.935                          | 78.18                    |
| Group 1; Group 1(B) <sup>e</sup>                | 27.79                                | 7.54                     | 10.38   | 2.63                       | 0.43     | 0.22              | 8                  | 48.99                   | 62.885               | 62.885                          | 76.78                    |
| Group 1 (A)                                     | 28.01                                | 7.54                     | 10.38   | 2.63                       | 0.43     | 0.22              | 8                  | 49.21                   | 63.215               | 63.215                          | 77.22                    |
| Group 1 (C)                                     | 27.84                                | 7.54                     | 10.38   | 2.63                       | 0.43     | 0.22              | 8                  | 49.04                   | 62.96                | 62.96                           | 76.88                    |
| Group 1 (E)                                     | 28.34                                | 7.54                     | 10.38   | 2.63                       | 0.43     | 0.22              | 8                  | 49.54                   | 63.71                | 63.71                           | 77.88                    |
| Group 1 (F-1)                                   | 28.37                                | 7.54                     | 10.38   | 2.63                       | 0.43     | 0.22              | 8                  | 49.57                   | 63.755               | 63.755                          | 77.94                    |
| Group 1 (F-2)                                   | 27.39                                | 7.54                     | 10.38   | 2.63                       | 0.43     | 0.22              | 8                  | 48.59                   | 62.285               | 62.285                          | 75.98                    |
| Group 2   | 27.64                                | 7.54                     | 10.38   | 2.63                       | 0.43     | 0.22              | 8                  | 48.84                   | 62.66                | 62.66                           | 76.48                    |
| Group 3; Group 3(A)                             | 27.54                                | 7.54                     | 10.38   | 2.63                       | 0.43     | 0.22              | 8                  | 48.74                   | 62.51                | 62.51                           | 76.28                    |
| Group 4; Group 6(B)                             | 21.23                                | 7.54                     | 10.38   | 2.63                       | 0.43     | 0.22              | 8                  | 42.43                   | 53.045 <sup>d</sup>  | 53.045 <sup>d</sup>             | 63.66 <sup>d</sup>       |
| Group 6   | 28.75                                | 7.54                     | 10.38   | 2.63                       | 0.43     | 0.22              | 8                  | 49.95                   | 64.325               | 64.325                          | 78.70                    |
| Group 6 (A)                                     | 28.25                                | 7.54                     | 10.38   | 2.63                       | 0.43     | 0.22              | 8                  | 49.45                   | 63.575               | 63.575                          | 77.70                    |
| Group 6 (C)                                     | 27.66                                | 7.54                     | 10.38   | 2.63                       | 0.43     | 0.22              | 8                  | 48.86                   | 62.69                | 62.69                           | 76.52                    |
| Group 7 – Stage 1 (1 <sup>st</sup> 6 months)    | 19.28                                | 7.54                     | 10.38   | 2.63                       | 0.43     | 0.22              | 8                  | 40.48                   | 50.12                | 50.12                           | 59.76                    |
| Stage 2 (2 <sup>nd</sup> 6 months)              | 22.03                                | 7.54                     | 10.38   | 2.63                       | 0.43     | 0.22              | 8                  | 43.23                   | 54.245               | 54.245                          | 65.26                    |
| Stage 3 (3 <sup>rd</sup> 6 months)              | 24.79                                | 7.54                     | 10.38   | 2.63                       | 0.43     | 0.22              | 8                  | 45.99                   | 58.385               | 58.385                          | 70.78                    |

PLEASE GO TO PAGE 50 FOR CLASSIFICATIONS WITHIN EACH GROUP

# INDICATES AN APPRENTICEABLE CRAFT. THE CURRENT APPRENTICE WAGE RATES ARE AVAILABLE ON THE INTERNET AT

[HTTP://WWW.DIR.CA.GOV/OPRL/PWAPPWAGE/PWAPPWAGESTART.ASP](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 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(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](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.

**CONSTRUCTION SPECIALIST**

ASPHALT IRONERS AND RAKERS  
CHAINS AW  
CONCRETE DIAMOND CHAINSAW  
LASER BEAM IN CONNECTION WITH LABORER'S WORK  
MASONRY AND PLASTER TENDER  
CAST IN PLACE MANHOLE FORM SETTERS  
PRESSURE PIPELAYERS  
DAVIS TRENCHER – 300 OR SIMILAR TYPE (AND ALL SMALL TRENCHERS)  
STATE LICENSED BLASTERS AS DESIGNATED  
DIAMOND DRILLERS  
DIAMOND CORE DRILLER  
MULTIPLE UNIT DRILLS  
HIGH SCALERS (INCLUDING DRILLING OF SAME)  
HYDRAULIC DRILLS  
CERTIFIED WELDER

**GROUP 1** (FOR CONTRA COSTA COUNTY ONLY, USE GROUP 1 (G) FOR SOME OF THE FOLLOWING CLASSIFICATIONS)

ASPHALT SPREADER BOXES (ALL TYPES)  
BARKO, WACKER AND SIMILAR TYPE TAMPERS  
BUGGYMOBILE  
CAULKERS, BANDERS, PIPEWRAPPERS, CONDUIT LAYERS, PLASTIC PIPE LAYERS  
CERTIFIED ASBESTOS AND MOLD REMOVAL WORKER  
CERTIFIED HAZARDOUS WASTE WORKER (INCLUDING LEAD ABATEMENT)  
COMPACTORS OF ALL TYPES  
CONCRETE AND MAGNESITE MIXER AND ½ YARD  
CONCRETE PAN WORK  
CONCRETE SANDERS, CONCRETE SAW  
CRIBBERS AND/OR SHORING  
CUT GRANITE CURB SETTER  
DRI PAK-IT MACHINE  
FALLER, LOGLOADER AND BUCKER  
FORM RAISERS, SLIP FORMS  
GREEN CUTTERS  
HEADERBOARD MEN, HUBSETTERS, ALIGNERS BY ANY METHOD  
HIGH PRESSURE BLOW PIPE (1-1/2" OR OVER, 100 LBS. PRESSURE/OVER)  
HYDRO SEEDER AND SIMILAR TYPE  
JACKHAMMER OPERATORS  
JACKING OF PIPE OVER 12 INCHES  
JACKSON AND SIMILAR TYPE COMPACTORS  
KETTLEMEN, POTMEN, AND MEN APPLYING ASPHALT, LAY-KOLD, CREOSOTE, LIME, CAUSTIC AND SIMILAR TYPE MATERIALS (APPLYING MEANS APPLYING DIPPING, OR HANDLING OF SUCH MATERIALS)  
LAGGING, SHEETING, WHALING, BRACING, TRENCH-JACKING, LAGGING HAMMER  
MAGNESITE, EPOXY RESIN, FIBER GLASS AND MASTIC WORKERS (WET/DRY)  
NO JOINT PIPE AND STRIPPING OF SAME, INCLUDING REPAIR OF VOIDS  
PAVEMENT BREAKERS AND SPADERS, INCLUDING TOOL GRINDER  
PERMA CURBS  
PRECAST-MANHOLE SETTERS  
PIPELAYERS (INCLUDING GRADE CHECKING IN CONNECTION WITH PIPELAYING)  
PRESSURE PIPE TESTER  
POST HOLE DIGGERS-AIR, GAS, AND ELECTRIC POWER BROOM SWEEPERS  
POWER TAMPERS OF ALL TYPES, EXCEPT AS SHOWN IN GROUP 2  
RAM SET GUN AND STUD GUN  
RIPRAP-STONEPAVER AND ROCK-SLINGER, INCLUDING PLACING OF SACKED CONCRETE AND/OR SAND (WET OR DRY) AND GABIONS AND SIMILAR TYPE  
ROTARY SCARIFIER OR MULTIPLE HEAD CONCRETE CHIPPING SCARIFIER  
ROTO AND DITCH WITCH  
ROTOTILLER  
SAND BLASTERS, POTMEN, GUNMEN, AND NOZZLEMEN  
SIGNALING AND RIGGING  
SKILLED WRECKER (REMOVING AND SALVAGING OF SASH, WINDOWS, DOORS, PLUMBING AND ELECTRIC FIXTURES)  
TANK CLEANERS  
TREE CLIMBERS  
TRENCHLESS TECHNOLOGY LABORER- PIPE INSTALLATION, BURSTING, RELINING, OR SIMILAR  
TRENCHLESS LABORER'S WORK, CAMERA CONTROLLER  
TURBO BLASTER  
VIBRA-SCREED-BULL FLOAT IN CONNECTION WITH LABORER'S WORK  
VIBRATORS

**GROUP 1 (A)**

ALL WORK OF LOADING, PLACING AND BLASTING OF ALL POWDER & EXPLOSIVES OF WHATEVER TYPE, REGARDLESS OF METHOD USED FOR LOADING AND PLACING  
JOY DRILL MODEL TWM-2A  
GARDENER-DENVER MODEL DH 143 AND SIMILAR TYPE DRILLS  
TRACK DRILLERS  
JACK LEG DRILLERS  
WAGON DRILLERS  
MECHANICAL DRILLERS-ALL TYPES REGARDLESS OF TYPE OR METHOD OF POWER  
MECHANICAL PIPE LAYER-ALL TYPES REGARDLESS OF TYPE OR METHOD OF POWER  
BLASTERS AND POWDERMAN  
TREE TOPPER  
BIT GRINDER

**GROUP 1 (B)** -- SEE GROUP 1 RATES

SEWER CLEANERS (ANY WORKMEN WHO HANDLE OR COME IN CONTACT WITH RAW SEWAGE IN SMALL DIAMETER SEWERS) SHALL RECEIVE \$4.00 PER DAY ABOVE GROUP 1 WAGE RATES. THOSE WHO WORK INSIDE RECENTLY ACTIVE, LARGE DIAMETER SEWERS, AND ALL RECENTLY ACTIVE SEWER MANHOLES SHALL RECEIVE \$5.00 PER DAY ABOVE GROUP 1 WAGE RATES.

**GROUP 1 (C)**

BURNING AND WELDING IN CONNECTION WITH LABORER'S WORK  
SYNTHETIC THERMOPLASTICS AND SIMILAR TYPE WELDING

**GROUP 1 (D)**

SEE FOOTNOTE A ON PAGE 49

**GROUP 1 (E)**

WORK ON AND/OR IN BELL HOLE FOOTINGS AND SHAFTS THEREOF, AND WORK ON AND IN DEEP FOOTINGS (DEEP FOOTINGS IS A HOLE 15 FEET OR MORE IN DEPTH) SHAFT IS AN EXCAVATION OVER FIFTEEN (15) FEET DEEP OF ANY TYPE

**GROUP 1 (F-1)**

ALIGNER OF WIRE WINDING MACHINE IN CONNECTION WITH GUNTING OR SHOT CRETE

**GROUP 1 (F-2)**

ALIGNER HELPER OF WIRE WINDING MACHINE IN CONNECTION WITH GUNTING OR SHOT CRETE

**GROUP 1 (G) APPLIES ONLY TO WORK IN CONTRA COSTA COUNTY**

PIPELAYERS (INCLUDING GRADE CHECKING IN CONNECTION WITH PIPELAYING), CAULKERS, BANDERS, PIPEWRAPPERS, CONDUIT LAYERS, PLASTIC PIPE LAYER, PRESSURE PIPE TESTER, NO JOINT PIPE AND STRIPPING OF SAME, INCLUDING REPAIR OF VOIDS, PRECAST MANHOLE SETTERS, CAST IN PLACE MANHOLE FORM SETTERS IN CONTRA COSTA COUNTY ONLY

**GROUP 1 (H)**

SEE FOOTNOTE A ON PAGE 49

**GROUP 2**

ASPHALT SHOVELERS  
CEMENT DUMPERS AND HANDLING DRY CEMENT OR GYPSUM  
CHOKE-SETTER AND RIGGER (CLEARING WORK)  
CONCRETE BUCKET DUMPER AND CHUTEMAN  
CONCRETE CHIPPING AND GRINDING  
CONCRETE LABORERS (WET OR DRY)  
DRILLERS HELPER, CHUCK TENDER, NIPPER (ONE CHUCKTENDER ON SINGLE MACHINE OPERATION WITH MINIMUM OF ONE CHUCKTENDER FOR EACH TWO MACHINES ON MULTIPLE MACHINE OPERATION. JACKHAMMERS IN NO WAY INVOLVED IN THIS ITEM.)  
GUINEA CHASER (STAKEMAN), GROUT CREW  
HIGH PRESSURE NOZZLEMAN, ADDUCTORS  
HYDRAULIC MONITOR (OVER 100 LBS. PRESSURE)  
LOADING AND UNLOADING, CARRYING AND HANDLING OF ALL RODS AND MATERIALS FOR USE IN REINFORCING CONCRETE CONSTRUCTION  
PITTSBURGH CHIPPER, AND SIMILAR TYPE BRUSH SHREDDERS  
SEMI-SKILLED WRECKER (SALVAGING OF OTHER BUILDING MATERIALS) -- SEE ALSO SKILLED WRECKER (GROUP 1)  
SLOPER  
SINGLEFOOT, HAND HELD, PNEUMATIC TAMPER  
ALL PNEUMATIC, AIR, GAS AND ELECTRIC TOOLS NOT LISTED IN GROUPS 1 THROUGH 1 (F)  
JACKING OF PIPE-UNDER 12 INCHES

**GROUP 3**

CONSTRUCTION LABORERS INCLUDING BRIDGE LABORERS, GENERAL LABORERS AND CLEANUP LABORERS  
DEMOLITION WORKER  
DUMPMAN, LOAD SPOTTER  
FLAGPERSON/PEDESTRIAN MONITOR  
FIRE WATCHER  
FENCE ERECTORS, INCLUDING TEMPORARY FENCING  
GUARDRAIL ERECTORS  
GARDENER, HORTICULTURAL AND LANDSCAPE LABORERS (SEE GROUP 4, FOR LANDSCAPE MAINTENANCE ON NEW CONSTRUCTION DURING PLANT ESTABLISHMENT PERIOD)  
JETTING  
LIMBERS, BRUSH LOADERS, AND PILERS  
PAVEMENT MARKERS (BUTTON SETTERS)  
PAVERS/INTERLOCKING PAVERS (ALL TYPES) AND INTERLOCKING PAVEMENT MACHINES  
MAINTENANCE, REPAIR TRACKMEN AND ROAD BEDS  
STREETCAR AND RAILROAD CONSTRUCTION TRACK LABORERS  
TEMPORARY AIR AND WATER LINES, VICTAULIC OR SIMILAR  
TOOL ROOM ATTENDANT (JOBSITE ONLY)  
WHEELBARROW, INCLUDING POWER DRIVEN

**GROUP 3 (A)** -- SEE GROUP 3 RATES

COMPOSITE CREW PERSON (OPERATION OF VEHICLES, WHEN IN CONJUNCTION WITH LABORER'S DUTIES)

**GROUP 4**

ALL FINAL CLEANUP OF DEBRIS, GROUNDS AND BUILDINGS NEAR THE COMPLETION OF THE PROJECT INCLUDING BUT NOT LIMITED TO STREET CLEANERS (NOT APPLICABLE TO ENGINEERING OR HEAVY HIGHWAY PROJECTS)  
CLEANING AND WASHING WINDOWS (NEW CONSTRUCTION ONLY), SERVICE LANDSCAPE LABORERS (SUCH AS GARDENER, HORTICULTURE, MOWING, TRIMMING, REPLANTING, WATERING DURING PLANT ESTABLISHMENT PERIOD) ON NEW CONSTRUCTION  
BRICK CLEANERS (JOB SITE ONLY)  
MATERIAL CLEANERS (JOB SITE ONLY)

**NOTE:** AN ADDITIONAL DETERMINATION FOR LANDSCAPE MAINTENANCE WORK AFTER THE PLANT ESTABLISHMENT PERIOD OR WARRANTY PERIOD IS PUBLISHED ON PAGE 57 OF THESE GENERAL DETERMINATIONS.

**GROUP 6**

STRUCTURAL NOZZLEMAN

**GROUP 6 (A)**

NOZZLEMAN (INCLUDING GUNMAN, POTMAN)  
RODMAN  
GROUNDMAN

**GROUP 6 (B)** -- SEE GROUP 4 RATES

GUNITE TRAINEE (ONE GUNITE LABORER SHALL BE ALLOWED FOR EACH THREE (3) JOURNEYMAN (GROUP 6, 6A, 6C, OR GENERAL LABORER) ON A CREW. IN THE ABSENCE OF THE JOURNEYMAN, THE GUNITE TRAINEE RECEIVES THE JOURNEYMAN SCALE.).  
NOTE: THIS RATIO APPLIES ONLY TO WORK ON THE SAME JOB SITE.

**GROUP 6 (C)**

REBOUNDMAN

**GROUP 7**

LANDSCAPE LABORER TRAINEE (RATIO FOR TRAINEES IS ONE IN THREE. AT LEAST ONE SECOND PERIOD TRAINEE AND AT LEAST ONE THIRD PERIOD TRAINEE MUST BE EMPLOYED BEFORE EMPLOYING ANOTHER FIRST PERIOD TRAINEE).  
NOTE: THIS RATIO APPLIES ONLY TO WORK ON THE SAME JOB SITE.

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS  
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1  
FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

**CRAFT: #LABORER AND RELATED CLASSIFICATIONS (Special Single and Second Shift)**

**DETERMINATION:** NC-23-102-1-2015-2A

**ISSUE DATE:** August 22, 2015

**EXPIRATION DATE OF DETERMINATION:** JUNE 26, 2016\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director-Research Unit for specific rates at (415) 703-4774.

**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.

| Classification <sup>a</sup><br>(Journey person) | Basic<br>Hourly<br>Rate <sup>f</sup> | Employer Payments        |         |                            |          |                   | Straight-Time |                         | Overtime Hourly Rate |                                 |                          |
|---|--------------------------------------|--------------------------|---------|----------------------------|----------|-------------------|---------------|-------------------------|----------------------|---------------------------------|--------------------------|
|   |                                      | Health<br>and<br>Welfare | Pension | Vacation<br>and<br>Holiday | Training | Other<br>Payments | Hours         | Total<br>Hourly<br>Rate | Daily<br>1 1/2X      | Saturday <sup>b</sup><br>1 1/2X | Sunday/<br>Holiday<br>2X |
| <b>AREA 1<sup>c</sup></b>                       |                                      |                          |         |                            |          |                   |               |                         |                      |                                 |                          |
| Construction Specialist                         | 32.49                                | 7.54                     | 10.38   | 2.63                       | 0.43     | 0.22              | 8             | 53.69                   | 69.935               | 69.935                          | 86.18                    |
| Group 1; Group 1(B) <sup>e</sup>                | 31.79                                | 7.54                     | 10.38   | 2.63                       | 0.43     | 0.22              | 8             | 52.99                   | 68.885               | 68.885                          | 84.78                    |
| Group 1 (A)                                     | 32.01                                | 7.54                     | 10.38   | 2.63                       | 0.43     | 0.22              | 8             | 53.21                   | 69.215               | 69.215                          | 85.22                    |
| Group 1 (C)                                     | 31.84                                | 7.54                     | 10.38   | 2.63                       | 0.43     | 0.22              | 8             | 53.04                   | 68.96                | 68.96                           | 84.88                    |
| Group 1 (E)                                     | 32.34                                | 7.54                     | 10.38   | 2.63                       | 0.43     | 0.22              | 8             | 53.54                   | 69.71                | 69.71                           | 85.88                    |
| Group 1 (F-1)                                   | 32.37                                | 7.54                     | 10.38   | 2.63                       | 0.43     | 0.22              | 8             | 53.57                   | 69.755               | 69.755                          | 85.94                    |
| Group 1 (F-2)                                   | 31.39                                | 7.54                     | 10.38   | 2.63                       | 0.43     | 0.22              | 8             | 52.59                   | 68.285               | 68.285                          | 83.98                    |
| Group 1 (G)                                     | 31.99                                | 7.54                     | 10.38   | 2.63                       | 0.43     | 0.22              | 8             | 53.19                   | 69.185               | 69.185                          | 85.18                    |
| Group 2   | 31.64                                | 7.54                     | 10.38   | 2.63                       | 0.43     | 0.22              | 8             | 52.84                   | 68.66                | 68.66                           | 84.48                    |
| Group 3; Group 3(A)                             | 31.54                                | 7.54                     | 10.38   | 2.63                       | 0.43     | 0.22              | 8             | 52.74                   | 68.51                | 68.51                           | 84.28                    |
| Group 4; Group 6(B)                             | 25.23                                | 7.54                     | 10.38   | 2.63                       | 0.43     | 0.22              | 8             | 46.43                   | 59.045 <sup>d</sup>  | 59.045 <sup>d</sup>             | 71.66 <sup>d</sup>       |
| Group 6   | 32.75                                | 7.54                     | 10.38   | 2.63                       | 0.43     | 0.22              | 8             | 53.95                   | 70.325               | 70.325                          | 86.70                    |
| Group 6 (A)                                     | 32.25                                | 7.54                     | 10.38   | 2.63                       | 0.43     | 0.22              | 8             | 53.45                   | 69.575               | 69.575                          | 85.70                    |
| Group 6 (C)                                     | 31.66                                | 7.54                     | 10.38   | 2.63                       | 0.43     | 0.22              | 8             | 52.86                   | 68.69                | 68.69                           | 84.52                    |
| Group 7 – Stage 1 (1 <sup>st</sup> 6 months)    | 22.98                                | 7.54                     | 10.38   | 2.63                       | 0.43     | 0.22              | 8             | 44.18                   | 55.67                | 55.67                           | 67.16                    |
| Stage 2 (2 <sup>nd</sup> 6 months)              | 25.83                                | 7.54                     | 10.38   | 2.63                       | 0.43     | 0.22              | 8             | 47.03                   | 59.945               | 59.945                          | 72.86                    |
| Stage 3 (3 <sup>rd</sup> 6 months)              | 28.69                                | 7.54                     | 10.38   | 2.63                       | 0.43     | 0.22              | 8             | 49.89                   | 64.235               | 64.235                          | 78.58                    |
| <b>AREA 2<sup>c</sup></b>                       |                                      |                          |         |                            |          |                   |               |                         |                      |                                 |                          |
| Construction Specialist                         | 31.34                                | 7.54                     | 10.38   | 2.63                       | 0.43     | 0.22              | 8             | 52.54                   | 68.21                | 68.21                           | 83.88                    |
| Group 1; Group 1(B) <sup>e</sup>                | 30.64                                | 7.54                     | 10.38   | 2.63                       | 0.43     | 0.22              | 8             | 51.84                   | 67.16                | 67.16                           | 82.48                    |
| Group 1 (A)                                     | 30.86                                | 7.54                     | 10.38   | 2.63                       | 0.43     | 0.22              | 8             | 52.06                   | 67.49                | 67.49                           | 82.92                    |
| Group 1 (C)                                     | 30.69                                | 7.54                     | 10.38   | 2.63                       | 0.43     | 0.22              | 8             | 51.89                   | 67.235               | 67.235                          | 82.58                    |
| Group 1 (E)                                     | 31.19                                | 7.54                     | 10.38   | 2.63                       | 0.43     | 0.22              | 8             | 52.39                   | 67.985               | 67.985                          | 83.58                    |
| Group 1 (F-1)                                   | 31.22                                | 7.54                     | 10.38   | 2.63                       | 0.43     | 0.22              | 8             | 52.42                   | 68.03                | 68.03                           | 83.64                    |
| Group 1 (F-2)                                   | 30.24                                | 7.54                     | 10.38   | 2.63                       | 0.43     | 0.22              | 8             | 51.44                   | 66.56                | 66.56                           | 81.68                    |
| Group 2   | 30.49                                | 7.54                     | 10.38   | 2.63                       | 0.43     | 0.22              | 8             | 51.69                   | 66.935               | 66.935                          | 82.18                    |
| Group 3; Group 3(A)                             | 30.39                                | 7.54                     | 10.38   | 2.63                       | 0.43     | 0.22              | 8             | 51.59                   | 66.785               | 66.785                          | 81.98                    |
| Group 4; Group 6(B)                             | 24.08                                | 7.54                     | 10.38   | 2.63                       | 0.43     | 0.22              | 8             | 45.28                   | 57.32 <sup>d</sup>   | 57.32 <sup>d</sup>              | 69.36 <sup>d</sup>       |
| Group 6   | 31.60                                | 7.54                     | 10.38   | 2.63                       | 0.43     | 0.22              | 8             | 52.80                   | 68.60                | 68.60                           | 84.40                    |
| Group 6 (A)                                     | 31.10                                | 7.54                     | 10.38   | 2.63                       | 0.43     | 0.22              | 8             | 52.30                   | 67.85                | 67.85                           | 83.40                    |
| Group 6 (C)                                     | 30.51                                | 7.54                     | 10.38   | 2.63                       | 0.43     | 0.22              | 8             | 51.71                   | 66.965               | 66.965                          | 82.22                    |
| Group 7 – Stage 1 (1 <sup>st</sup> 6 months)    | 22.13                                | 7.54                     | 10.38   | 2.63                       | 0.43     | 0.22              | 8             | 43.33                   | 54.395               | 54.395                          | 65.46                    |
| Stage 2 (2 <sup>nd</sup> 6 months)              | 24.88                                | 7.54                     | 10.38   | 2.63                       | 0.43     | 0.22              | 8             | 46.08                   | 58.52                | 58.52                           | 70.96                    |
| Stage 3 (3 <sup>rd</sup> 6 months)              | 27.64                                | 7.54                     | 10.38   | 2.63                       | 0.43     | 0.22              | 8             | 48.84                   | 62.66                | 62.66                           | 76.48                    |

PLEASE GO TO PAGE 50 FOR CLASSIFICATIONS WITHIN EACH GROUP

# INDICATES AN APPRENTICEABLE CRAFT. THE CURRENT APPRENTICE WAGE RATES ARE AVAILABLE ON THE INTERNET AT

[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 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(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 ZONE PAY AT THREE DOLLARS (\$3.00) PER HOUR, FACTORED AT THE APPLICABLE OVERTIME MULTIPLE, WILL BE ADDED TO THE BASE RATE FOR WORK PERFORMED OUTSIDE THE FREE ZONE DESCRIBED BY THE BOUNDARIES ALONG TOWNSHIP AND RANGE LINES. PLEASE SEE TRAVEL AND SUBSISTENCE PROVISIONS FOR MAP DESCRIPTION AND EXCEPTIONS.

**RECOGNIZED HOLIDAYS:** HOLIDAYS UPON WHICH THE GENERAL PREVAILING HOURLY WAGE RATE FOR HOLIDAY WORK SHALL BE PAID, SHALL BE ALL HOLIDAYS IN THE COLLECTIVE BARGAINING AGREEMENT, APPLICABLE TO THE PARTICULAR CRAFT, CLASSIFICATION, OR TYPE OF WORKER EMPLOYED ON THE PROJECT, WHICH IS ON FILE WITH THE DIRECTOR OF INDUSTRIAL RELATIONS. IF THE PREVAILING RATE IS NOT BASED ON A COLLECTIVELY BARGAINED RATE, THE HOLIDAYS UPON WHICH THE PREVAILING RATE SHALL BE PAID SHALL BE AS PROVIDED IN SECTION 6700 OF THE GOVERNMENT CODE. YOU MAY OBTAIN THE HOLIDAY PROVISIONS FOR THE CURRENT DETERMINATIONS ON THE INTERNET AT [HTTP://WWW.DIR.CA.GOV/OPRL/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.

DEPARTMENT OF INDUSTRIAL RELATIONS

Office of the Director – Research Unit

455 Golden Gate Avenue, 9<sup>th</sup> Floor

San Francisco, CA 94102

MAILING ADDRESS:

P. O. Box 420603

San Francisco, CA 94142-0603



PREDETERMINED INCREASES FOR

LABORER AND RELATED CLASSIFICATIONS

(Determination NC-23-102-1-2015-2)

LABORER AND RELATED CLASSIFICATIONS (Special Single and Second Shift)

(Determination NC-23-102-1-2015-2A)

IN ALAMEDA, ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, CONTRA COSTA, DEL NORTE, EL DORADO, FRESNO, GLENN, HUMBOLDT, KINGS, LAKE, LASSEN, MADERA, MARIN, MARIPOSA, MENDOCINO, MERCED, MODOC, MONTEREY, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA, STANISLAUS, SUTTER, TEHAMA, TRINITY, TULARE, TUOLUMNE, YOLO AND YUBA COUNTIES

These predetermined increases apply to the above referenced determinations for work being performed on public works projects with bid advertisement dates on or after **September 1, 2015** until this determination is superseded by a new determination or a predetermined increase modification notice becomes effective.

When referencing our prevailing wage determinations, please note that if the prevailing wage rate determination that was in effect on the bid advertisement date of a project has a single asterisk (\*) after the expiration date, the rate will be good for the life of the project. However, if a prevailing wage rate determination has double asterisks (\*\*) after the expiration date, the rate must be updated on the following date to reflect the predetermined rate change(s).

**LABORERS: All Classifications, and All Shifts**

Determinations NC-23-102-1-2015-2 and NC-23-102-1-2015-2A are currently in effect and expire on June 26, 2016\*\*.

**Effective June 27, 2016**, there will be an increase of \$1.50 to be allocated to wages and/or fringes.

**Effective June 26, 2017**, there will be an increase of \$1.60 to be allocated to wages and/or fringes.

**Effective June 25, 2018**, there will be an increase of \$1.65 to be allocated to wages and/or fringes.

There will be no further increases applicable to these determinations.

---

Issued 8/22/2015, Effective 9/1/2015 until superseded.

This page will updated when wage rate breakdown information becomes available.

Last Updated: September 1, 2015

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-23-63-1-2015-2

**ISSUE DATE:** August 22, 2015

**EXPIRATION DATE OF DETERMINATION:** June 30, 2016\* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director – Research Unit at (415) 703-4774 for the new rates after ten days after the expiration date if no subsequent determination is issued.

**LOCALITY:** All localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba counties.

| Classification<br>(Journey person) | Employer Payments       |                     |                     |                          |         |   | Straight-Time |                   | Overtime Hourly Rate |                         |   |                             |          |          |
|------------------------------------|-------------------------|---------------------|---------------------|--------------------------|---------|---|---------------|-------------------|----------------------|-------------------------|---|-----------------------------|----------|----------|
|                                    | Basic<br>Hourly<br>Rate | Area 1 <sup>b</sup> | Area 2 <sup>c</sup> | Health<br>and<br>Welfare | Pension | Vacation<br>and<br>Holiday <sup>e</sup> | Training      | Other<br>Payments | Hours <sup>f</sup>   | Total<br>Hourly<br>Rate | Daily/<br>Saturday <sup>d</sup><br>1 1/2X | Sunday and<br>Holiday<br>2X |          |          |
| Classification Group <sup>a</sup>  |                         |                     |                     |                          |         |   |               |                   |                      |                         |   |                             |          |          |
| Group 1                            | \$40.97                 | \$42.97             | \$13.28             | \$10.78                  | \$3.91  | \$0.72                                  | \$0.74        | 8                 | \$70.40              | \$72.40                 | \$90.89                                   | \$93.89                     | \$111.37 | \$115.37 |
| Group 2                            | \$39.44                 | \$41.44             | \$13.28             | \$10.78                  | \$3.91  | \$0.72                                  | \$0.74        | 8                 | \$68.87              | \$70.87                 | \$88.59                                   | \$91.59                     | \$108.31 | \$112.31 |
| Group 3                            | \$37.96                 | \$39.96             | \$13.28             | \$10.78                  | \$3.91  | \$0.72                                  | \$0.74        | 8                 | \$67.39              | \$69.39                 | \$86.37                                   | \$89.37                     | \$105.35 | \$109.35 |
| Group 4                            | \$36.58                 | \$38.58             | \$13.28             | \$10.78                  | \$3.91  | \$0.72                                  | \$0.74        | 8                 | \$66.01              | \$68.01                 | \$84.30                                   | \$87.30                     | \$102.59 | \$106.59 |
| Group 5                            | \$35.31                 | \$37.31             | \$13.28             | \$10.78                  | \$3.91  | \$0.72                                  | \$0.74        | 8                 | \$64.74              | \$66.74                 | \$82.40                                   | \$85.40                     | \$100.05 | \$104.05 |
| Group 6                            | \$33.99                 | \$35.99             | \$13.28             | \$10.78                  | \$3.91  | \$0.72                                  | \$0.74        | 8                 | \$63.42              | \$65.42                 | \$80.42                                   | \$83.42                     | \$97.41  | \$101.41 |
| Group 7                            | \$32.85                 | \$34.85             | \$13.28             | \$10.78                  | \$3.91  | \$0.72                                  | \$0.74        | 8                 | \$62.28              | \$64.28                 | \$78.71                                   | \$81.71                     | \$95.13  | \$99.13  |
| Group 8                            | \$31.71                 | \$33.71             | \$13.28             | \$10.78                  | \$3.91  | \$0.72                                  | \$0.74        | 8                 | \$61.14              | \$63.14                 | \$77.00                                   | \$80.00                     | \$92.85  | \$96.85  |
| Group 8-A                          | \$29.50                 | \$31.50             | \$13.28             | \$10.78                  | \$3.91  | \$0.72                                  | \$0.74        | 8                 | \$58.93              | \$60.93                 | \$73.68                                   | \$76.68                     | \$88.43  | \$92.43  |
| Group 1-A                          | \$41.85                 | \$43.85             | \$13.28             | \$10.78                  | \$3.91  | \$0.72                                  | \$0.74        | 8                 | \$71.28              | \$73.28                 | \$92.21                                   | \$95.21                     | \$113.13 | \$117.13 |
| Truck Crane Assistant to Engineer  | \$34.88                 | \$36.88             | \$13.28             | \$10.78                  | \$3.91  | \$0.72                                  | \$0.74        | 8                 | \$64.31              | \$66.31                 | \$81.75                                   | \$84.75                     | \$99.19  | \$103.19 |
| Assistant to Engineer              | \$32.59                 | \$34.59             | \$13.28             | \$10.78                  | \$3.91  | \$0.72                                  | \$0.74        | 8                 | \$62.02              | \$64.02                 | \$78.32                                   | \$81.32                     | \$94.61  | \$98.61  |
| Group 2-A                          | \$40.09                 | \$42.09             | \$13.28             | \$10.78                  | \$3.91  | \$0.72                                  | \$0.74        | 8                 | \$69.52              | \$71.52                 | \$89.57                                   | \$92.57                     | \$109.61 | \$113.61 |
| Truck Crane Assistant to Engineer  | \$34.62                 | \$36.62             | \$13.28             | \$10.78                  | \$3.91  | \$0.72                                  | \$0.74        | 8                 | \$64.05              | \$66.05                 | \$81.36                                   | \$84.36                     | \$98.67  | \$102.67 |
| Assistant to Engineer              | \$32.38                 | \$34.38             | \$13.28             | \$10.78                  | \$3.91  | \$0.72                                  | \$0.74        | 8                 | \$61.81              | \$63.81                 | \$78.00                                   | \$81.00                     | \$94.19  | \$98.19  |
| Group 3-A                          | \$38.35                 | \$40.35             | \$13.28             | \$10.78                  | \$3.91  | \$0.72                                  | \$0.74        | 8                 | \$67.78              | \$69.78                 | \$86.96                                   | \$89.96                     | \$106.13 | \$110.13 |
| Truck Crane Assistant to Engineer  | \$34.38                 | \$36.38             | \$13.28             | \$10.78                  | \$3.91  | \$0.72                                  | \$0.74        | 8                 | \$63.81              | \$65.81                 | \$81.00                                   | \$84.00                     | \$98.19  | \$102.19 |
| Hydraulic                          | \$33.99                 | \$35.99             | \$13.28             | \$10.78                  | \$3.91  | \$0.72                                  | \$0.74        | 8                 | \$63.42              | \$65.42                 | \$80.42                                   | \$83.42                     | \$97.41  | \$101.41 |
| Assistant to Engineer              | \$32.10                 | \$34.10             | \$13.28             | \$10.78                  | \$3.91  | \$0.72                                  | \$0.74        | 8                 | \$61.53              | \$63.53                 | \$77.58                                   | \$80.58                     | \$93.63  | \$97.63  |
| Group 4-A                          | \$35.31                 | \$37.31             | \$13.28             | \$10.78                  | \$3.91  | \$0.72                                  | \$0.74        | 8                 | \$64.74              | \$66.74                 | \$82.40                                   | \$85.40                     | \$100.05 | \$104.05 |

# Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet at <http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at <http://www.dir.ca.gov/das/das.html>.

<sup>a</sup> For classifications within each group, see pages 39B-40.

<sup>b</sup> **AREA 1** - Alameda, Butte, Contra Costa, Kings, Marin, Merced, Napa, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Solano, Stanislaus, Sutter, Yolo and Yuba counties; and portions of Alpine, Amador, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Lake, Lassen, Madera, Mariposa, Mendocino, Monterey, Nevada, Placer, Plumas, Shasta, Sierra, Siskiyou, Sonoma, Tehama, Tulare, Tuolumne and Trinity counties.

<sup>c</sup> **AREA 2** - Modoc, and portions of Alpine, Amador, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Lake, Lassen, Madera, Mariposa, Mendocino, Monterey, Nevada, Placer, Plumas, Shasta, Sierra, Siskiyou, Sonoma, Tehama, Tulare, Tuolumne and Trinity counties. (Portions of counties falling in each area detailed on page 41).

<sup>d</sup> Saturday in the same work week may be worked at straight-time if a job is shut down during the normal work week due to inclement weather.

<sup>e</sup> Includes an amount for supplemental dues.

<sup>f</sup> When three shifts are employed for five (5) or more consecutive days, seven and one-half (7 1/2) consecutive hours (exclusive of meal period), shall constitute a day of work, for which eight (8) times the straight time hourly rate shall be paid at the non-shift wage rate for the second shift. The third shift shall be seven (7) hours of work for eight (8) hours of pay at the non-shift wage rate.

**NOTE:** For Special Single and Second Shift rates, please see page 39A.

**RECOGNIZED HOLIDAYS:** Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/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-23-63-1-2015-2****CLASSIFICATIONS****GROUP 1**

Drill Equipment, over 200,000 lbs  
 Operator of Helicopter (when used in erection work)  
 Hydraulic Excavator 7 cu yds and over  
 Power Shovels, over 7 cu yds

**GROUP 2**

Highline Cableway  
 Hydraulic Excavator 3 1/2 cu yds up to 7 cu yds  
 Licensed Construction Work Boat Operator, On Site  
 Microtunneling Machine  
 Power Blade Operator (finish)  
 Power Shovels, (over 1 cu yd and up to and including 7 cu yds m.r.c.)

**GROUP 3**

Asphalt Milling Machine  
 Cable Backhoe  
 Combination Backhoe and Loader over ¾ cu yds  
 Continuous Flight Tie Back Machine  
 Crane Mounted Continuous Flight Tie Back Machine, tonnage to apply  
 Crane Mounted Drill Attachments, Tonnage to apply  
 Dozer, Slope Board  
 Drill Equipment, over 100,000 lbs up to and including 200,000 lbs  
 Gradall  
 Hydraulic Excavator up to 3 1/2 cu yds  
 Loader 4 cu yds and over  
 Long Reach Excavator  
 Multiple Engine Scrapers (when used as push pull)  
 Power Shovels, up to and including 1 cu yd  
 Pre-Stress Wire Wrapping machine  
 Side Boom Cat, 572 or larger  
 Track Loader 4 cu yds and over  
 Wheel Excavator (up to and including 750 cu yds per hour)

**GROUP 4**

Asphalt Plant Engineer/Boxman  
 Chicago Boom  
 Combination Backhoe and Loader up to and including ¾ cu yds  
 Concrete Batch Plants (wet or dry)  
 Dozer and/or Push Cat  
 Drill Equipment, over 50,000 lbs up to and including 100,000 lbs  
 Pull-Type Elevating Loader  
 Gradesetter, Grade Checker (GPS, mechanical or otherwise)  
 Grooving and Grinding Machine  
 Heading Shield Operator  
 Heavy Duty Drilling Equipment, Hughes, LDH, Watson 3000 or similar  
 Heavy Duty Repairman and/or Welder  
 Lime Spreader  
 Loader under 4 cu yds  
 Lubrication and Service Engineer (mobile and grease rack)  
 Mechanical Finishers or Spreader Machine (asphalt, Barber-Greene and similar)  
 Miller Formless M-9000 Slope Paver or similar  
 Portable Crushing and Screening plants  
 Power Blade Support  
 Roller Operator, Asphalt  
 Rubber-Tired Scraper, Self-Loading (paddle-wheels, etc)  
 Rubber-Tired Earthmoving Equipment (Scrapers)  
 Slip Form Paver (concrete)  
 Small Tractor with Drag  
 Soil Stabilizer (P&H or equal)  
 Spider Plow and Spider Puller  
 Timber Skidder  
 Track Loader up to 4 yards  
 Tractor Drawn Scraper  
 Tractor, Compressor Drill Combination  
 Tubex Pile Rig  
 Unlicensed Construction Work Boat Operator, On Site  
 Welder  
 Woods-Mixer (and other similar Pugmill equipment)

**GROUP 5**

Cast-In Place Pipe Laying Machine  
 Combination Slusher and Motor Operator  
 Concrete Conveyor or Concrete Pump, Truck or Equipment Mounted  
 Concrete Conveyor, Building Site  
 Concrete Pump or Pumpcrete Guns  
 Drilling Equipment, Watson 2000, Texoma 700 or similar  
 Drilling and Boring Machinery, Horizontal (not to apply to waterlines, wagon drills or jackhammers)  
 Concrete Mixers/all  
 Man and/or Material Hoist  
 Mechanical Finishers (concrete) (Clary, Johnson, Bidwell Bridge Deck or similar types)  
 Mechanical Burm, Curb and/or Curb and Gutter Machine, Concrete or Asphalt  
 Mine or Shaft Hoist  
 Portable Crushers  
 Power Jumbo Operator (setting slip-forms, etc., in tunnels)  
 Screedman (automatic or manual)  
 Self Propelled Compactor with Dozer  
 Tractor with boom, D6 or smaller  
 Trenching Machine, maximum digging capacity over 5 ft. depth  
 Vermeer T-600B Rock Cutter or similar

**GROUP 6**

Armor-Coater (or similar)  
 Ballast Jack Tamper  
 Boom-Type Backfilling Machine  
 Asst. Plant Engineer  
 Bridge and/or Gantry Crane  
 Chemical Grouting Machine, truck mounted  
 Chip Spreading Machine Operator  
 Concrete Barrier Moving Machine  
 Concrete Saws (self-propelled unit on streets, highways, airports, and canals)  
 Deck Engineer  
 Drill Doctor  
 Drill Equipment, over 25,000 lbs up to and including 50,000 lbs  
 Drilling Equipment Texoma 600, Hughes 200 series or similar up to and including 30 ft. m.r.c.  
 Helicopter Radioman  
 Hydro-Hammer or similar  
 Line Master  
 Skidsteer Loader, Bobcat larger than 743 series or similar (with attachments)  
 Locomotive  
 Rotating Extendable Forklift, Lull Hi-Lift or similar  
 Assistant to Engineer, Truck Mounted Equipment  
 Pavement Breaker, Truck Mounted, with compressor combination  
 Paving Fabric Installation and/or Laying Machine  
 Pipe Bending Machine (pipelines only)  
 Pipe Wrapping Machine (Tractor propelled and supported)  
 Screedman, (except asphaltic concrete paving)  
 Self-Loading Chipper  
 Self Propelled Pipeline Wrapping Machine  
 Tractor

**GROUP 7**

Ballast Regulator  
 Cary Lift or similar  
 Combination Slurry Mixer and/or Cleaner  
 Coolant/Slurry Tanker Operator (hooked to Grooving/Grinding Machine)  
 Drilling Equipment, 20 ft and under m.r.c.  
 Drill Equipment, over 1,000 lbs up to and including 25,000 lbs  
 Fireman Hot Plant

Grouting Machine Operator  
 Highline Cableway Signalman  
 Stationary Belt Loader (Kolman or similar)  
 Lift Slab Machine (Vagtberg and similar types)  
 Maginnes Internal Full Slab Vibrator  
 Material Hoist (1 Drum)  
 Mechanical Trench Shield  
 Partsman (heavy duty repair shop parts room)  
 Pavement Breaker with or without Compressor Combination  
 Pipe Cleaning Machine (tractor propelled and supported)  
 Post Driver  
 Roller (except Asphalt), Chip Seal  
 Self Propelled Automatically Applied Concrete Curing Machine (on streets, highways, airports and canals)  
 Self Propelled Compactor (without dozer)  
 Signalman  
 Slip-Form Pumps (lifting device for concrete forms)  
 Super Sucker Vacuum Truck  
 Tie Spacer  
 Trenching Machine (maximum digging capacity up to and including 5 ft depth)  
 Truck-Mounted Rotating Telescopic Boom Type Lifting Device, Manitex or similar (Boom Truck) - Under 15 tons  
 Truck Type Loader

**GROUP 8**

Bit Sharpener  
 Boiler Tender  
 Box Operator  
 Brakeman  
 Combination Mixer and Compressor (shotcrete/gunite)  
 Compressor Operator  
 Deckhand  
 Fireman  
 Generators  
 Gunite/Shotcrete Equipment Operator  
 Heavy Duty Repairman Helper  
 Hydraulic Monitor  
 Ken Seal Machine (or similar)  
 Mast Type Forklift  
 Mixermobile  
 Assistant to Engineer  
 Pump Operator  
 Refrigerator Plant  
 Reservoir-Debris Tug (Self-Propelled Floating)  
 Ross Carrier (Construction site)  
 Rotomist Operator  
 Self Propelled Tape Machine  
 Shuttlecar  
 Self Propelled Power Sweeper Operator (Includes Vacuum Sweeper)  
 Slusher Operator  
 Surface Heater  
 Switchman  
 Tar Pot Fireman  
 Tugger Hoist, Single Drum  
 Vacuum Cooling Plant  
 Welding Machine (powered other than by electricity)

**DETERMINATION: NC-23-63-1-2015-2**

**GROUP 8-A**

Articulated Dump Truck Operator  
Elevator Operator  
Mini Excavator under 25 H.P. (Backhoe-Trencher)  
Skidsteer Loader, Bobcat 743 series or  
Smaller and similar (without attachments)

**GROUP 1-A**

Clamshells and Draglines over 7 cu yds  
Cranes over 100 tons  
Derrick, over 100 tons  
Derrick Barge Pedestal mounted over 100 tons  
Self Propelled Boom Type Lifting Device Over 100 tons

**GROUP 2-A**

Clamshells and Draglines over 1 cu yds up to and  
including 7 cu yds  
Cranes over 45 tons up to and including 100 tons  
Derrick Barge 100 tons and under  
Mobile Self-Erecting Tower Crane (Potain) over 3 stories  
Self Propelled Boom Type Lifting Device over 45 tons  
Tower Cranes

**GROUP 3-A**

Clamshells and Draglines up to and including 1 cu yd  
Cranes 45 tons and under  
Mobile Self-Erecting Tower Crane (Potain), 3 stories  
and under  
Self Propelled Boom Type Lifting Device 45 tons  
and under

**GROUP 4-A**

Boom Truck or dual-purpose A-Frame Truck,  
Non-Rotating over 15 tons.  
Truck Mounted Rotating Telescopic Boom  
Type Lifting Device, Manitex or similar  
(Boom Truck -over 15 tons)  
Truck-Mounted Rotating Telescopic Boom Type  
Lifting Device, Munitex or Similar (Boom Truck),  
under 15 tons

**DESCRIPTION FOR AREAS 1 AND 2:**

Area 1 is all of Northern California within the following Township, State and/or county Boundaries:

Commencing in the Pacific Ocean on the extension of the Southerly line of Township 19S, of the Mount Diablo Base and Meridian, Thence Easterly along the Southerly line of Township 19S, to the Northwest corner of Township 20S, Range 6E, Thence Southerly to the Southwest corner of Township 20S, Range 6E, Thence Easterly to the Northwest corner of Township 21S, Range 7E Thence Southerly to the Southwest corner of Township 21S, Range 7E Thence Easterly to the Northwest corner of Township 22S, Range 9E, Thence Southerly to the Southwest corner of Township 22S, Range 9E, Thence Easterly to the Northwest corner of Township 23S, Range 10E, Thence Southerly to the Southwest corner of Township 24S, Range 10E, Thence Easterly to the Southwest corner of Township 24S, Range 31E, Thence Northerly to the Northeast corner of Township 20S, Range 31E Thence Westerly to the Southeast corner of Township 19S, Range 29E, Thence Northerly to the Northeast corner of Township 17S, Range 29E, Thence Westerly to the Southeast corner of Township 16S, Range 28E, Thence Northerly to the Northeast corner of Township 13S, Range 28E, Thence Westerly to the Southeast corner Township 12S, Range 27E, Thence Northerly to the Northeast corner of Township 12S, Range 27E, Thence Westerly to the Southeast corner of Township 11S, Range 26E, Thence Northerly to the Northeast corner of Township 11S, Range 26E, Thence Westerly to the Southeast corner of Township 10S, Range 25E, Thence Northerly to the Northeast corner of Township 9S, Range 25E, Thence Westerly to the Southeast corner of Township 8S, Range 24E, Thence Northerly to the Northeast corner of Township 8S, Range 24E, Thence Westerly to the Southeast corner of Township 7S, Range 23E, Thence Northerly to the Northeast corner of Township 6S, Range 23E, Thence Westerly to the Southeast corner of Township 5S, Range 20E, Thence Northerly to the Northeast corner of Township 5S, Range 20E, Thence Westerly to the Southeast corner of Township 4S, Range 19E, Thence Northerly to the Northeast corner of Township 1S, Range 19E, Thence Westerly to the Southeast corner of Township 1N, Range 18E, Thence Northerly to the Northeast corner of Township 3N, Range 18E, Thence Westerly to the Southeast corner of Township 4N, Range 17E, Thence Northerly to the Northeast corner of Township 4N, Range 17E, Thence Westerly to the Southeast corner of Township 5N, Range 15E, Thence Northerly to the Northeast corner of Township 5N, Range 15E, Thence Westerly to the Southeast corner of Township 6N, Range 14E, Thence Northerly to the Northeast corner of Township 10N, Range 14E, Thence Easterly along the Southern line of Township 11N, to the California / Nevada State Border, Thence Northerly along the California / Nevada State Border to the Northerly line of Township 17N, Thence Westerly to the Southeast corner of Township 18N, Range 10E, Thence Northerly to the Northeast corner of Township 20N, Range 10E, Thence Westerly to the Southeast corner of Township 21N, Range 9E, Thence Northerly to the Northeast corner of Township 21N, Range 9E, Thence Westerly to the Southeast corner of Township 22N, Range 8E, Thence Northerly to the Northeast corner of Township 22N, Range 8E, Thence Westerly to the Northwest corner of Township 22N, Range 8E, Thence Northerly to the Southwest corner of Township 27N, Range 8E, Thence Easterly to the Southeast corner of Township 27N, Range 8E, Thence Northerly to the Northeast corner of Township 28N, Range 8E, Thence Westerly to the Southeast corner of Township 29N, Range 6E, Thence Northerly to the Northeast corner of Township 32N, Range 6E, Thence Westerly to the Northwest corner of Township 32 N, Range 6E, Thence Northerly to the Northeast corner of Township 35N, Range 5E, Thence Westerly to the Southeast corner of Township 36N, Range 3E, Thence Northerly to the Northeast corner of township 36N, Range 3E, Thence Westerly to the Southeast corner of Township 37N, Range 1W, Thence Northerly to the Northeast corner of Township 38N, Range 1W, Thence Westerly to the Southeast corner of Township 39N, Range 2W, Thence Northerly to the Northeast corner of Township 40N, Range 2W, Thence Westerly to the Southeast corner of Township 41N, Range 4W, Thence Northerly to the Northeast corner of Township 42N, Range 4W, Thence Westerly to the Southeast corner of Township 43N, Range 5W, Thence Northerly to the California / Oregon State Border,

Thence Westerly along the California / Oregon State Border to the Westerly Boundary of Township Range 8W, Thence Southerly to the Southwest corner of Township 43N, Range 8W, Thence Easterly to the Southeast corner of Township 43N, Range 8W, Thence Southerly to the Southwest corner of Township 42N, Range 7W, Thence Easterly to the Southeast corner of Township 42N, Range 7W, Thence Southerly to the Southwest corner of Township 41N, Range 6W, Thence Easterly to the Northwest corner of Township 40N, Range 5W, Thence Southerly to the Southwest corner of Township 38N, Range 5W, Thence Westerly to the Northwest corner of Township 37N, Range 6W, Thence Southerly to the Southwest corner of Township 35N, Range 6W, Thence Westerly to the Southwest corner of Township 34N, Range 10W, Thence Southerly to the Southwest corner of Township 31N, Range 10W, Thence Easterly to the Northwest corner of Township 30N, Range 9W, Thence Southerly to the Southwest corner of Township 30N, Range 9W, Thence Easterly to the Northwest corner of Township 29N, Range 8W, Thence Southerly to the Southwest corner of Township 23N, Range 8W, Thence Easterly to the Northwest corner of Township 22N, Range 6W, Thence Southerly to the Southwest corner of Township 16N, Range 6W, Thence Westerly to the Southeast corner of Township 16N, Range 9W, Thence Northerly to the Northeast corner of Township 16N, Range 9W, Thence Westerly to the Southeast. corner of Township 12N, Range 12W, Thence Northerly to the Northeast corner of Township 18N, Range 12W, Thence Westerly to the Northwest corner of Township 18N, Range 15W, Thence Southerly to the Southwest corner of Township 14N, Range 15W, Thence Easterly to the Northwest corner of Township 13N, Range 14W, Thence Southerly to the Southwest corner of Township 13N, Range 14W, Thence Easterly to the Northwest corner of Township 12N, Range 13W, Thence Southerly to the Southwest corner of Township 12N, Range 13W, Thence Easterly to the Northwest corner of Township 11N, Range 12W, Thence Southerly into the Pacific Ocean and Commencing in the Pacific Ocean on the extension of the Humboldt Base Line, Thence Easterly to the Northwest corner of Township 1S, Range 2E, Thence Southerly to the Southwest corner of Township 2S, Range 2E, Thence Easterly to the Northwest corner of Township 3S, Range 3E, Thence Southerly to the Southwest corner of Township 5S, Range 3E, Thence Easterly to the Southeast corner of Township 5S, Range 4E, Thence Northerly to the Northeast corner of Township 4S, Range 4E, Thence Westerly to the Southeast corner of Township 3S, Range 3E, Thence Northerly to the Northeast corner of Township 5N, Range 3E, Thence Easterly to the Southeast corner of Township 6N, Range 5E, Thence Northerly to the Northeast corner of Township 7N, Range 5E, Thence Westerly to the Southeast corner of Township 8N, Range 3E, Thence Northerly to the Northeast corner of Township 9N, Range 3E, Thence Westerly to the Southeast corner of Township 10N, Range 1E, Thence Northerly to the Northeast corner of Township 13N, Range 1E, Thence Westerly into the Pacific Ocean, excluding that portion of Northern California contained within the following lines: Commencing at the Southwest corner of Township 12N, Range 11E, of the Mount Diablo Base and Meridian, Thence Easterly to the Southeast corner of Township 12N, Range 16E, Thence Northerly to the Northeast corner of Township 12N, Range 16E, Thence Westerly to the Southeast corner of Township 13N, Range 15E, Thence Northerly to the Northeast corner of Township 13N, Range 15E, Thence Westerly to the Southeast corner of Township 14N, Range 14E, Thence Northerly to the Northeast corner of Township 16N, Range 14E, Thence Westerly to the Northwest corner of Township 16N, Range 12E, Thence Southerly to the Southwest corner of Township 16N, Range 12E, Thence Westerly to the Northwest corner of Township 15N, Range 11E, Thence Southerly to the point of beginning at the Southwest corner of Township 12N, Range 11E,

Area 2 shall be all areas not part of Area 1 described above.

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS  
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

**CRAFT: # OPERATING ENGINEER (HEAVY AND HIGHWAY WORK)  
(SPECIAL SINGLE AND SECOND SHIFT)**

**DETERMINATION:** NC-23-63-1-2015-2

**ISSUE DATE:** August 22, 2015

**EXPIRATION DATE OF DETERMINATION:** June 30, 2016\* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director – Research Unit at (415) 703-4774 for the new rates after ten days after the expiration date if no subsequent determination is issued.

**LOCALITY:** All localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba counties.

| Classification<br>(Journey person) | Employer Payments       |                          |         |   |          |                   | Hours  | Straight-Time           |   | Overtime Hourly Rate        |                     |                     |                     |                     |
|------------------------------------|-------------------------|--------------------------|---------|---|----------|-------------------|--------|-------------------------|---|-----------------------------|---------------------|---------------------|---------------------|---------------------|
|                                    | Basic<br>Hourly<br>Rate | Health<br>and<br>Welfare | Pension | Vacation<br>and<br>Holiday <sup>a</sup> | Training | Other<br>Payments |        | Total<br>Hourly<br>Rate | Daily/<br>Saturday <sup>d</sup><br>1 1/2X | Sunday and<br>Holiday<br>2X | Area 1 <sup>b</sup> | Area 2 <sup>c</sup> | Area 1 <sup>b</sup> | Area 2 <sup>c</sup> |
| Classification Group <sup>a</sup>  | Area 1 <sup>b</sup>     | Area 2 <sup>c</sup>      |         |   |          |                   |        | Area 1 <sup>b</sup>     | Area 2 <sup>c</sup>                       | Area 1 <sup>b</sup>         | Area 2 <sup>c</sup> | Area 1 <sup>b</sup> | Area 2 <sup>c</sup> |                     |
| Group 1                            | \$45.30                 | \$47.30                  | \$13.28 | \$10.78                                 | \$3.91   | \$0.72            | \$0.74 | 8                       | \$74.73                                   | \$76.73                     | \$97.38             | \$100.38            | \$120.03            | \$124.03            |
| Group 2                            | \$43.57                 | \$45.57                  | \$13.28 | \$10.78                                 | \$3.91   | \$0.72            | \$0.74 | 8                       | \$73.00                                   | \$75.00                     | \$94.79             | \$97.79             | \$116.57            | \$120.57            |
| Group 3                            | \$41.91                 | \$43.91                  | \$13.28 | \$10.78                                 | \$3.91   | \$0.72            | \$0.74 | 8                       | \$71.34                                   | \$73.34                     | \$92.30             | \$95.30             | \$113.25            | \$117.25            |
| Group 4                            | \$40.35                 | \$42.35                  | \$13.28 | \$10.78                                 | \$3.91   | \$0.72            | \$0.74 | 8                       | \$69.78                                   | \$71.78                     | \$89.96             | \$92.96             | \$110.13            | \$114.13            |
| Group 5                            | \$38.93                 | \$40.93                  | \$13.28 | \$10.78                                 | \$3.91   | \$0.72            | \$0.74 | 8                       | \$68.36                                   | \$70.36                     | \$87.83             | \$90.83             | \$107.29            | \$111.29            |
| Group 6                            | \$37.43                 | \$39.43                  | \$13.28 | \$10.78                                 | \$3.91   | \$0.72            | \$0.74 | 8                       | \$66.86                                   | \$68.86                     | \$85.58             | \$88.58             | \$104.29            | \$108.29            |
| Group 7                            | \$36.15                 | \$38.15                  | \$13.28 | \$10.78                                 | \$3.91   | \$0.72            | \$0.74 | 8                       | \$65.58                                   | \$67.58                     | \$83.66             | \$86.66             | \$101.73            | \$105.73            |
| Group 8                            | \$34.88                 | \$36.88                  | \$13.28 | \$10.78                                 | \$3.91   | \$0.72            | \$0.74 | 8                       | \$64.31                                   | \$66.31                     | \$81.75             | \$84.75             | \$99.19             | \$103.19            |
| Group 8-A                          | \$32.37                 | \$34.37                  | \$13.28 | \$10.78                                 | \$3.91   | \$0.72            | \$0.74 | 8                       | \$61.80                                   | \$63.80                     | \$77.99             | \$80.99             | \$94.17             | \$98.17             |
| Group 1-A                          | \$46.28                 | \$48.28                  | \$13.28 | \$10.78                                 | \$3.91   | \$0.72            | \$0.74 | 8                       | \$75.71                                   | \$77.71                     | \$98.85             | \$101.85            | \$121.99            | \$125.99            |
| Truck Crane Assistant to Engineer  | \$38.45                 | \$40.45                  | \$13.28 | \$10.78                                 | \$3.91   | \$0.72            | \$0.74 | 8                       | \$67.88                                   | \$69.88                     | \$87.11             | \$90.11             | \$106.33            | \$110.33            |
| Assistant to Engineer              | \$35.86                 | \$37.86                  | \$13.28 | \$10.78                                 | \$3.91   | \$0.72            | \$0.74 | 8                       | \$65.29                                   | \$67.29                     | \$83.22             | \$86.22             | \$101.15            | \$105.15            |
| Group 2-A                          | \$44.29                 | \$46.29                  | \$13.28 | \$10.78                                 | \$3.91   | \$0.72            | \$0.74 | 8                       | \$73.72                                   | \$75.72                     | \$95.87             | \$98.87             | \$118.01            | \$122.01            |
| Truck Crane Assistant to Engineer  | \$38.16                 | \$40.16                  | \$13.28 | \$10.78                                 | \$3.91   | \$0.72            | \$0.74 | 8                       | \$67.59                                   | \$69.59                     | \$86.67             | \$89.67             | \$105.75            | \$109.75            |
| Assistant to Engineer              | \$35.63                 | \$37.63                  | \$13.28 | \$10.78                                 | \$3.91   | \$0.72            | \$0.74 | 8                       | \$65.06                                   | \$67.06                     | \$82.88             | \$85.88             | \$100.69            | \$104.69            |
| Group 3-A                          | \$42.33                 | \$44.33                  | \$13.28 | \$10.78                                 | \$3.91   | \$0.72            | \$0.74 | 8                       | \$71.76                                   | \$73.76                     | \$92.93             | \$95.93             | \$114.09            | \$118.09            |
| Truck Crane Assistant to Engineer  | \$37.89                 | \$39.89                  | \$13.28 | \$10.78                                 | \$3.91   | \$0.72            | \$0.74 | 8                       | \$67.32                                   | \$69.32                     | \$86.27             | \$89.27             | \$105.21            | \$109.21            |
| Hydraulic                          | \$37.43                 | \$39.43                  | \$13.28 | \$10.78                                 | \$3.91   | \$0.72            | \$0.74 | 8                       | \$66.86                                   | \$68.86                     | \$85.58             | \$88.58             | \$104.29            | \$108.29            |
| Assistant to Engineer              | \$35.32                 | \$37.32                  | \$13.28 | \$10.78                                 | \$3.91   | \$0.72            | \$0.74 | 8                       | \$64.75                                   | \$66.75                     | \$82.41             | \$85.41             | \$100.07            | \$104.07            |
| Group 4-A                          | \$38.93                 | \$40.93                  | \$13.28 | \$10.78                                 | \$3.91   | \$0.72            | \$0.74 | 8                       | \$68.36                                   | \$70.36                     | \$87.83             | \$90.83             | \$107.29            | \$111.29            |

# 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>.

<sup>a</sup> For classifications within each group, see pages 39B-40.

<sup>b</sup> **AREA 1** - Alameda, Butte, Contra Costa, Kings, Marin, Merced, Napa, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Solano, Stanislaus, Sutter, Yolo and Yuba counties; and portions of Alpine, Amador, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Lake, Lassen, Madera, Mariposa, Mendocino, Monterey, Nevada, Placer, Plumas, Shasta, Sierra, Siskiyou, Sonoma, Tehama, Tulare, Tuolumne and Trinity counties.

<sup>c</sup> **AREA 2** - Modoc, and portions of Alpine, Amador, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Lake, Lassen, Madera, Mariposa, Mendocino, Monterey, Nevada, Placer, Plumas, Shasta, Sierra, Siskiyou, Sonoma, Tehama, Tulare, Tuolumne and Trinity counties. (Portions of counties falling in each area detailed on page 41).

<sup>d</sup> Saturday in the same work week may be worked at straight-time if a job is shut down during the normal work week due to inclement weather.

<sup>e</sup> 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.

**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: # OPERATING ENGINEER (BUILDING CONSTRUCTION)**

**DETERMINATION:** NC-23-63-1-2015-2A

**ISSUE DATE:** August 22, 2015

**EXPIRATION DATE OF DETERMINATION:** June 30, 2016\* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director – Research Unit at (415) 703-4774 for the new rates after ten days after the expiration date if no subsequent determination is issued.

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

| Classification<br>(Journey person) | Employer Payments       |                          |         |   |          |                   |                    | Straight-Time           |   | Overtime Hourly Rate        |                     |                     |                     |          |
|------------------------------------|-------------------------|--------------------------|---------|---|----------|-------------------|--------------------|-------------------------|---|-----------------------------|---------------------|---------------------|---------------------|----------|
|                                    | Basic<br>Hourly<br>Rate | Health<br>and<br>Welfare | Pension | Vacation<br>and<br>Holiday <sup>e</sup> | Training | Other<br>Payments | Hours <sup>f</sup> | Total<br>Hourly<br>Rate | Daily/<br>Saturday <sup>d</sup><br>1 1/2X | Sunday and<br>Holiday<br>2X |                     |                     |                     |          |
| Classification Group <sup>g</sup>  | Area 1 <sup>b</sup>     | Area 2 <sup>c</sup>      |         |   |          |                   |                    | Area 1 <sup>b</sup>     | Area 2 <sup>c</sup>                       | Area 1 <sup>b</sup>         | Area 2 <sup>c</sup> | Area 1 <sup>b</sup> | Area 2 <sup>c</sup> |          |
| Group 1                            | \$39.55                 | \$41.55                  | \$13.28 | \$10.78                                 | \$3.91   | \$0.72            | \$0.74             | 8                       | \$68.98                                   | \$70.98                     | \$88.76             | \$91.76             | \$108.53            | \$112.53 |
| Group 2                            | \$38.10                 | \$40.10                  | \$13.28 | \$10.78                                 | \$3.91   | \$0.72            | \$0.74             | 8                       | \$67.53                                   | \$69.53                     | \$86.58             | \$89.58             | \$105.63            | \$109.63 |
| Group 3                            | \$36.70                 | \$38.70                  | \$13.28 | \$10.78                                 | \$3.91   | \$0.72            | \$0.74             | 8                       | \$66.13                                   | \$68.13                     | \$84.48             | \$87.48             | \$102.83            | \$106.83 |
| Group 4                            | \$35.37                 | \$37.37                  | \$13.28 | \$10.78                                 | \$3.91   | \$0.72            | \$0.74             | 8                       | \$64.80                                   | \$66.80                     | \$82.49             | \$85.49             | \$100.17            | \$104.17 |
| Group 5                            | \$34.16                 | \$36.16                  | \$13.28 | \$10.78                                 | \$3.91   | \$0.72            | \$0.74             | 8                       | \$63.59                                   | \$65.59                     | \$80.67             | \$83.67             | \$97.75             | \$101.75 |
| Group 6                            | \$32.89                 | \$34.89                  | \$13.28 | \$10.78                                 | \$3.91   | \$0.72            | \$0.74             | 8                       | \$62.32                                   | \$64.32                     | \$78.77             | \$81.77             | \$95.21             | \$99.21  |
| Group 7                            | \$31.80                 | \$33.80                  | \$13.28 | \$10.78                                 | \$3.91   | \$0.72            | \$0.74             | 8                       | \$61.23                                   | \$63.23                     | \$77.13             | \$80.13             | \$93.03             | \$97.03  |
| Group 8                            | \$30.72                 | \$32.72                  | \$13.28 | \$10.78                                 | \$3.91   | \$0.72            | \$0.74             | 8                       | \$60.15                                   | \$62.15                     | \$75.51             | \$78.51             | \$90.87             | \$94.87  |
| Group 8-A                          | \$28.60                 | \$30.60                  | \$13.28 | \$10.78                                 | \$3.91   | \$0.72            | \$0.74             | 8                       | \$58.03                                   | \$60.03                     | \$72.33             | \$75.33             | \$86.63             | \$90.63  |
| Group 1-A                          | \$40.40                 | \$42.40                  | \$13.28 | \$10.78                                 | \$3.91   | \$0.72            | \$0.74             | 8                       | \$69.83                                   | \$71.83                     | \$90.03             | \$93.03             | \$110.23            | \$114.23 |
| Truck Crane Assistant to Engineer  | \$33.74                 | \$35.74                  | \$13.28 | \$10.78                                 | \$3.91   | \$0.72            | \$0.74             | 8                       | \$63.17                                   | \$65.17                     | \$80.04             | \$83.04             | \$96.91             | \$100.91 |
| Assistant to Engineer              | \$31.57                 | \$33.57                  | \$13.28 | \$10.78                                 | \$3.91   | \$0.72            | \$0.74             | 8                       | \$61.00                                   | \$63.00                     | \$76.79             | \$79.79             | \$92.57             | \$96.57  |
| Group 2-A                          | \$38.71                 | \$40.71                  | \$13.28 | \$10.78                                 | \$3.91   | \$0.72            | \$0.74             | 8                       | \$68.14                                   | \$70.14                     | \$87.50             | \$90.50             | \$106.85            | \$110.85 |
| Truck Crane Assistant to Engineer  | \$33.50                 | \$35.50                  | \$13.28 | \$10.78                                 | \$3.91   | \$0.72            | \$0.74             | 8                       | \$62.93                                   | \$64.93                     | \$79.68             | \$82.68             | \$96.43             | \$100.43 |
| Assistant to Engineer              | \$31.35                 | \$33.35                  | \$13.28 | \$10.78                                 | \$3.91   | \$0.72            | \$0.74             | 8                       | \$60.78                                   | \$62.78                     | \$76.46             | \$79.46             | \$92.13             | \$96.13  |
| Group 3-A                          | \$37.07                 | \$39.07                  | \$13.28 | \$10.78                                 | \$3.91   | \$0.72            | \$0.74             | 8                       | \$66.50                                   | \$68.50                     | \$85.04             | \$88.04             | \$103.57            | \$107.57 |
| Truck Crane Assistant to Engineer  | \$33.26                 | \$35.26                  | \$13.28 | \$10.78                                 | \$3.91   | \$0.72            | \$0.74             | 8                       | \$62.69                                   | \$64.69                     | \$79.32             | \$82.32             | \$95.95             | \$99.95  |
| Hydraulic                          | \$32.89                 | \$34.89                  | \$13.28 | \$10.78                                 | \$3.91   | \$0.72            | \$0.74             | 8                       | \$62.32                                   | \$64.32                     | \$78.77             | \$81.77             | \$95.21             | \$99.21  |
| Assistant to Engineer              | \$31.10                 | \$33.10                  | \$13.28 | \$10.78                                 | \$3.91   | \$0.72            | \$0.74             | 8                       | \$60.53                                   | \$62.53                     | \$76.08             | \$79.08             | \$91.63             | \$95.63  |
| Group 4-A                          | \$34.16                 | \$36.16                  | \$13.28 | \$10.78                                 | \$3.91   | \$0.72            | \$0.74             | 8                       | \$63.59                                   | \$65.59                     | \$80.67             | \$83.67             | \$97.75             | \$101.75 |

# Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet at <http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at <http://www.dir.ca.gov/das/das.html>.

<sup>a</sup> For classifications within each group, see pages 39B-40.

<sup>b</sup> **AREA 1** - Butte, Kings, Merced, Napa, Sacramento, San Benito, San Joaquin, Santa Cruz, Stanislaus, Sutter, Yolo, and Yuba counties; and portions of Alpine, Amador, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Lake, Lassen, Madera, Mariposa, Mendocino, Monterey, Nevada, Placer, Plumas, Shasta, Sierra, Siskiyou, Sonoma, Tehama, Tuolumne and Trinity counties.

<sup>c</sup> **AREA 2** - Modoc, and portions of Alpine, Amador, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Lake, Lassen, Madera, Mariposa, Mendocino, Monterey, Nevada, Placer, Plumas, Shasta, Sierra, Siskiyou, Sonoma, Tehama, Tulare, Tuolumne and Trinity counties. (Portions of counties falling in each area detailed on page 41).

<sup>d</sup> Saturday in the same work week may be worked at straight-time if a job is shut down during the normal work week due to inclement weather.

<sup>e</sup> Includes an amount for supplemental dues.

<sup>f</sup> 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 40C.

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

**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: # OPERATING ENGINEER (BUILDING CONSTRUCTION)  
(SPECIAL SINGLE AND SECOND SHIFT)**

**DETERMINATION:** NC-23-63-1-2015-2A  
**ISSUE DATE:** August 22, 2015

**EXPIRATION DATE OF DETERMINATION:** June 30, 2016\* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director – Research Unit at (415) 703-4774 for the new rates after ten days after the expiration date if no subsequent determination is issued.

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

| Classification<br>(Journey person) | Employer Payments       |                          |         |   |          |                   |        | Straight-Time           |   | Overtime Hourly Rate        |                     |                     |                     |          |
|------------------------------------|-------------------------|--------------------------|---------|---|----------|-------------------|--------|-------------------------|---|-----------------------------|---------------------|---------------------|---------------------|----------|
|                                    | Basic<br>Hourly<br>Rate | Health<br>and<br>Welfare | Pension | Vacation<br>and<br>Holiday <sup>e</sup> | Training | Other<br>Payments | Hours  | Total<br>Hourly<br>Rate | Daily/<br>Saturday <sup>d</sup><br>1 1/2X | Sunday and<br>Holiday<br>2X |                     |                     |                     |          |
| Classification Group <sup>a</sup>  | Area 1 <sup>b</sup>     | Area 2 <sup>c</sup>      |         |   |          |                   |        | Area 1 <sup>b</sup>     | Area 2 <sup>c</sup>                       | Area 1 <sup>b</sup>         | Area 2 <sup>c</sup> | Area 1 <sup>b</sup> | Area 2 <sup>c</sup> |          |
| Group 1                            | \$43.70                 | \$45.70                  | \$13.28 | \$10.78                                 | \$3.91   | \$0.72            | \$0.74 | 8                       | \$73.13                                   | \$75.13                     | \$94.98             | \$97.98             | \$116.83            | \$120.83 |
| Group 2                            | \$42.06                 | \$44.06                  | \$13.28 | \$10.78                                 | \$3.91   | \$0.72            | \$0.74 | 8                       | \$71.49                                   | \$73.49                     | \$92.52             | \$95.52             | \$113.55            | \$117.55 |
| Group 3                            | \$40.50                 | \$42.50                  | \$13.28 | \$10.78                                 | \$3.91   | \$0.72            | \$0.74 | 8                       | \$69.93                                   | \$71.93                     | \$90.18             | \$93.18             | \$110.43            | \$114.43 |
| Group 4                            | \$38.98                 | \$40.98                  | \$13.28 | \$10.78                                 | \$3.91   | \$0.72            | \$0.74 | 8                       | \$68.41                                   | \$70.41                     | \$87.90             | \$90.90             | \$107.39            | \$111.39 |
| Group 5                            | \$37.63                 | \$39.63                  | \$13.28 | \$10.78                                 | \$3.91   | \$0.72            | \$0.74 | 8                       | \$67.06                                   | \$69.06                     | \$85.88             | \$88.88             | \$104.69            | \$108.69 |
| Group 6                            | \$36.19                 | \$38.19                  | \$13.28 | \$10.78                                 | \$3.91   | \$0.72            | \$0.74 | 8                       | \$65.62                                   | \$67.62                     | \$83.72             | \$86.72             | \$101.81            | \$105.81 |
| Group 7                            | \$34.98                 | \$36.98                  | \$13.28 | \$10.78                                 | \$3.91   | \$0.72            | \$0.74 | 8                       | \$64.41                                   | \$66.41                     | \$81.90             | \$84.90             | \$99.39             | \$103.39 |
| Group 8                            | \$33.77                 | \$35.77                  | \$13.28 | \$10.78                                 | \$3.91   | \$0.72            | \$0.74 | 8                       | \$63.20                                   | \$65.20                     | \$80.09             | \$83.09             | \$96.97             | \$100.97 |
| Group 8-A                          | \$31.38                 | \$33.38                  | \$13.28 | \$10.78                                 | \$3.91   | \$0.72            | \$0.74 | 8                       | \$60.81                                   | \$62.81                     | \$76.50             | \$79.50             | \$92.19             | \$96.19  |
| Group 1-A                          | \$44.66                 | \$46.66                  | \$13.28 | \$10.78                                 | \$3.91   | \$0.72            | \$0.74 | 8                       | \$74.09                                   | \$76.09                     | \$96.42             | \$99.42             | \$118.75            | \$122.75 |
| Truck Crane Assistant to Engineer  | \$37.17                 | \$39.17                  | \$13.28 | \$10.78                                 | \$3.91   | \$0.72            | \$0.74 | 8                       | \$66.60                                   | \$68.60                     | \$85.19             | \$88.19             | \$103.77            | \$107.77 |
| Assistant to Engineer              | \$34.71                 | \$36.71                  | \$13.28 | \$10.78                                 | \$3.91   | \$0.72            | \$0.74 | 8                       | \$64.14                                   | \$66.14                     | \$81.50             | \$84.50             | \$98.85             | \$102.85 |
| Group 2-A                          | \$42.75                 | \$44.75                  | \$13.28 | \$10.78                                 | \$3.91   | \$0.72            | \$0.74 | 8                       | \$72.18                                   | \$74.18                     | \$93.56             | \$96.56             | \$114.93            | \$118.93 |
| Truck Crane Assistant to Engineer  | \$36.90                 | \$38.90                  | \$13.28 | \$10.78                                 | \$3.91   | \$0.72            | \$0.74 | 8                       | \$66.33                                   | \$68.33                     | \$84.78             | \$87.78             | \$103.23            | \$107.23 |
| Assistant to Engineer              | \$34.47                 | \$36.47                  | \$13.28 | \$10.78                                 | \$3.91   | \$0.72            | \$0.74 | 8                       | \$63.90                                   | \$65.90                     | \$81.14             | \$84.14             | \$98.37             | \$102.37 |
| Group 3-A                          | \$40.89                 | \$42.89                  | \$13.28 | \$10.78                                 | \$3.91   | \$0.72            | \$0.74 | 8                       | \$70.32                                   | \$72.32                     | \$90.77             | \$93.77             | \$111.21            | \$115.21 |
| Truck Crane Assistant to Engineer  | \$36.63                 | \$38.63                  | \$13.28 | \$10.78                                 | \$3.91   | \$0.72            | \$0.74 | 8                       | \$66.06                                   | \$68.06                     | \$84.38             | \$87.38             | \$102.69            | \$106.69 |
| Hydraulic                          | \$36.19                 | \$38.19                  | \$13.28 | \$10.78                                 | \$3.91   | \$0.72            | \$0.74 | 8                       | \$65.62                                   | \$67.62                     | \$83.72             | \$86.72             | \$101.81            | \$105.81 |
| Assistant to Engineer              | \$34.19                 | \$36.19                  | \$13.28 | \$10.78                                 | \$3.91   | \$0.72            | \$0.74 | 8                       | \$63.62                                   | \$65.62                     | \$80.72             | \$83.72             | \$97.81             | \$101.81 |
| Group 4-A                          | \$37.63                 | \$39.63                  | \$13.28 | \$10.78                                 | \$3.91   | \$0.72            | \$0.74 | 8                       | \$67.06                                   | \$69.06                     | \$85.88             | \$88.88             | \$104.69            | \$108.69 |

# Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet at <http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at <http://www.dir.ca.gov/das/das.html>.

<sup>a</sup> For classifications within each group, see pages 39B-40.

<sup>b</sup> **AREA 1** - Butte, Kings, Merced, Napa, Sacramento, San Benito, San Joaquin, Santa Cruz, Stanislaus, Sutter, Yolo, and Yuba counties; and portions of Alpine, Amador, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Lake, Lassen, Madera, Mariposa, Mendocino, Monterey, Nevada, Placer, Plumas, Shasta, Sierra, Siskiyou, Sonoma, Tehama, Tulare, Tuolumne and Trinity counties.

<sup>c</sup> **AREA 2** - Modoc, and portions of Alpine, Amador, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Lake, Lassen, Madera, Mariposa, Mendocino, Monterey, Nevada, Placer, Plumas, Shasta, Sierra, Siskiyou, Sonoma, Tehama, Tulare, Tuolumne and Trinity counties. (Portions of counties falling in each area detailed on page 41).

<sup>d</sup> Saturday in the same work week may be worked at straight-time if a job is shut down during the normal work week due to inclement weather.

<sup>e</sup> 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.

**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: #STEEL ERECTOR AND FABRICATOR (OPERATING ENGINEER-BUILDING CONSTRUCTION)**

**DETERMINATION:** NC-23-63-1-2015-2D1

**ISSUE DATE:** August 22, 2015

**EXPIRATION DATE OF DETERMINATION:** June 30, 2016\* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director – Research Unit at (415) 703-4774 for the new rates after ten days after the expiration date if no subsequent determination is issued.

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

| Classification <sup>b</sup><br>(Journey person) | Basic<br>Hourly<br>Rate | Health<br>and<br>Welfare | Employer Payments |   |          |                   | Straight-Time      |                         | Overtime Hourly Rate |                                 |                             |
|---|-------------------------|--------------------------|-------------------|---|----------|-------------------|--------------------|-------------------------|----------------------|---------------------------------|-----------------------------|
|   |                         |                          | Pension           | Vacation<br>and<br>Holiday <sup>c</sup> | Training | Other<br>Payments | Hours <sup>d</sup> | Total<br>Hourly<br>Rate | Daily<br>1 1/2X      | Saturday <sup>a</sup><br>1 1/2X | Sunday and<br>Holiday<br>2X |
| Group 1   | \$41.34                 | \$13.28                  | \$10.78           | \$3.91                                  | \$0.72   | \$0.74            | 8                  | \$70.77                 | \$91.44              | \$91.44                         | \$112.11                    |
| Truck Crane Assistant to Engineer               | \$34.35                 | \$13.28                  | \$10.78           | \$3.91                                  | \$0.72   | \$0.74            | 8                  | \$63.78                 | \$80.96              | \$80.96                         | \$98.13                     |
| Assistant to Engineer                           | \$32.21                 | \$13.28                  | \$10.78           | \$3.91                                  | \$0.72   | \$0.74            | 8                  | \$61.64                 | \$77.75              | \$77.75                         | \$93.85                     |
| Group 2   | \$39.63                 | \$13.28                  | \$10.78           | \$3.91                                  | \$0.72   | \$0.74            | 8                  | \$69.06                 | \$88.88              | \$88.88                         | \$108.69                    |
| Truck Crane Assistant to Engineer               | \$34.13                 | \$13.28                  | \$10.78           | \$3.91                                  | \$0.72   | \$0.74            | 8                  | \$63.56                 | \$80.63              | \$80.63                         | \$97.69                     |
| Assistant to Engineer                           | \$31.96                 | \$13.28                  | \$10.78           | \$3.91                                  | \$0.72   | \$0.74            | 8                  | \$61.39                 | \$77.37              | \$77.37                         | \$93.35                     |
| Group 3   | \$38.24                 | \$13.28                  | \$10.78           | \$3.91                                  | \$0.72   | \$0.74            | 8                  | \$67.67                 | \$86.79              | \$86.79                         | \$105.91                    |
| Truck Crane Assistant to Engineer               | \$33.88                 | \$13.28                  | \$10.78           | \$3.91                                  | \$0.72   | \$0.74            | 8                  | \$63.31                 | \$80.25              | \$80.25                         | \$97.19                     |
| Hydraulic                                       | \$33.50                 | \$13.28                  | \$10.78           | \$3.91                                  | \$0.72   | \$0.74            | 8                  | \$62.93                 | \$79.68              | \$79.68                         | \$96.43                     |
| Assistant to Engineer                           | \$31.73                 | \$13.28                  | \$10.78           | \$3.91                                  | \$0.72   | \$0.74            | 8                  | \$61.16                 | \$77.03              | \$77.03                         | \$92.89                     |
| Group 4   | \$36.31                 | \$13.28                  | \$10.78           | \$3.91                                  | \$0.72   | \$0.74            | 8                  | \$65.74                 | \$83.90              | \$83.90                         | \$102.05                    |
| Group 5   | \$35.06                 | \$13.28                  | \$10.78           | \$3.91                                  | \$0.72   | \$0.74            | 8                  | \$64.49                 | \$82.02              | \$82.02                         | \$99.55                     |

# Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet at <http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at <http://www.dir.ca.gov/das/das.html>.

<sup>a</sup> Saturday in the same work week may be worked at straight-time rates if a job is shut down during the normal work week due to inclement weather.

<sup>b</sup> For classifications within each group, see page 45.

<sup>c</sup> Includes an amount for supplemental dues.

<sup>d</sup> 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/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: #STEEL ERECTOR AND FABRICATOR (OPERATING ENGINEER-BUILDING CONSTRUCTION)  
(SPECIAL SINGLE AND SECOND SHIFT)**

**DETERMINATION:** NC-23-63-1-2015-2D1

**ISSUE DATE:** August 22, 2015

**EXPIRATION DATE OF DETERMINATION:** June 30, 2016\* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director – Research Unit at (415) 703-4774 for the new rates after ten days after the expiration date if no subsequent determination is issued.

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

| Classification <sup>b</sup><br>(Journey person) | Employer Payments       |                          |         |   |          |                   | Straight-Time |                         | Overtime Hourly Rate |                                 |                             |
|---|-------------------------|--------------------------|---------|---|----------|-------------------|---------------|-------------------------|----------------------|---------------------------------|-----------------------------|
|   | Basic<br>Hourly<br>Rate | Health<br>and<br>Welfare | Pension | Vacation<br>and<br>Holiday <sup>c</sup> | Training | Other<br>Payments | Hours         | Total<br>Hourly<br>Rate | Daily<br>1 1/2X      | Saturday <sup>a</sup><br>1 1/2X | Sunday and<br>Holiday<br>2X |
| Group 1   | \$45.71                 | \$13.28                  | \$10.78 | \$3.91                                  | \$0.72   | \$0.74            | 8             | \$75.14                 | \$98.00              | \$98.00                         | \$120.85                    |
| Truck Crane Assistant to Engineer               | \$37.85                 | \$13.28                  | \$10.78 | \$3.91                                  | \$0.72   | \$0.74            | 8             | \$67.28                 | \$86.21              | \$86.21                         | \$105.13                    |
| Assistant to Engineer                           | \$35.43                 | \$13.28                  | \$10.78 | \$3.91                                  | \$0.72   | \$0.74            | 8             | \$64.86                 | \$82.58              | \$82.58                         | \$100.29                    |
| Group 2   | \$43.79                 | \$13.28                  | \$10.78 | \$3.91                                  | \$0.72   | \$0.74            | 8             | \$73.22                 | \$95.12              | \$95.12                         | \$117.01                    |
| Truck Crane Assistant to Engineer               | \$37.59                 | \$13.28                  | \$10.78 | \$3.91                                  | \$0.72   | \$0.74            | 8             | \$67.02                 | \$85.82              | \$85.82                         | \$104.61                    |
| Assistant to Engineer                           | \$35.16                 | \$13.28                  | \$10.78 | \$3.91                                  | \$0.72   | \$0.74            | 8             | \$64.59                 | \$82.17              | \$82.17                         | \$99.75                     |
| Group 3   | \$42.21                 | \$13.28                  | \$10.78 | \$3.91                                  | \$0.72   | \$0.74            | 8             | \$71.64                 | \$92.75              | \$92.75                         | \$113.85                    |
| Truck Crane Assistant to Engineer               | \$37.31                 | \$13.28                  | \$10.78 | \$3.91                                  | \$0.72   | \$0.74            | 8             | \$66.74                 | \$85.40              | \$85.40                         | \$104.05                    |
| Hydraulic                                       | \$36.90                 | \$13.28                  | \$10.78 | \$3.91                                  | \$0.72   | \$0.74            | 8             | \$66.33                 | \$84.78              | \$84.78                         | \$103.23                    |
| Assistant to Engineer                           | \$34.88                 | \$13.28                  | \$10.78 | \$3.91                                  | \$0.72   | \$0.74            | 8             | \$64.31                 | \$81.75              | \$81.75                         | \$99.19                     |
| Group 4   | \$40.06                 | \$13.28                  | \$10.78 | \$3.91                                  | \$0.72   | \$0.74            | 8             | \$69.49                 | \$89.52              | \$89.52                         | \$109.55                    |
| Group 5   | \$38.64                 | \$13.28                  | \$10.78 | \$3.91                                  | \$0.72   | \$0.74            | 8             | \$68.07                 | \$87.39              | \$87.39                         | \$106.71                    |

# Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet at <http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at <http://www.dir.ca.gov/das/das.html>.

<sup>a</sup> Saturday in the same work week may be worked at straight-time rates if a job is shut down during the normal work week due to inclement weather.

<sup>b</sup> For classifications within each group, see page 45.

<sup>c</sup> 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.

**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.

**APPENDIX E-1, INSURANCE REQUIREMENTS**

Minimum Insurance Coverages. CONSULTANT shall, at its own expense, obtain and maintain in effect at all times the following types of insurance against claims, damages and losses due to injuries to persons or damage to property or other losses that may arise in connection with the performance of work under its Agreement with BAHA, placed with insurers Best’s Rating of A- or better with a Financial Size Category of VIII or better.

|                    |  |
|--------------------|--|
| <p>Yes<br/>(√)</p> | <p><b>Please certify by checking the box below that required coverages will be provided within ten (10) business days of BAHA’s notice to firm that it wishes to contract with the firm.</b></p>   |
| <p>—</p>           | <p><u>Workers’ Compensation Insurance</u> with Statutory limits, and <u>Employer’s Liability Insurance</u> with a limit of not less than \$1,000,000 per employee and \$1,000,000 per accident, and any and all other coverage of CONSULTANT’s employees as may be required by applicable law. Such policy shall contain a Waiver of Subrogation in favor of BAHA. Such <u>Workers Compensation &amp; Employer’s Liability</u> may be waived, if and only for as long as CONSULTANT is a sole proprietor or a corporation with stock 100% owned by officers with no employees.</p>   |
| <p>—</p>           | <p><u>Commercial General Liability Insurance</u> for Bodily Injury and Property Damage liability, covering the premises and operations, and products and completed operations of CONSULTANT and CONSULTANT’s officers, agents, and employees and with limits of liability which shall not be less than \$1,000,000 combined single limit per occurrence with a general aggregate liability of not less than \$2,000,000, a products/completed operations aggregate liability limit of not less than \$2,000,000 and Personal &amp; Advertising Injury liability with a limit of not less than \$1,000,000. Such policy shall contain a Waiver of Subrogation in favor of BAHA.</p> <p>Products and completed operations insurance shall be maintained for three (3) years following termination of this Agreement.</p> <p>BAHA and their commissioners, directors, officers, representatives, agents and employees are to be named as additional insureds for ongoing and completed operations. Such insurance shall be primary and non-contributory, and contain a Separation of Insureds Clause as respects any claims, losses or liability arising directly or indirectly from CONSULTANT’s operations.</p> |
| <p>—</p>           | <p><u>Business Automobile Insurance</u> for all automobiles owned (if any), used or maintained by CONSULTANT and CONSULTANT’s officers, agents and employees, including but not limited to owned (if any), leased (if any), non-owned and hired automobiles, with limits of liability that shall not be less than \$1,000,000 combined single limit per accident.</p>  |
| <p>—</p>           | <p><u>Umbrella Insurance</u> in the amount of \$1,000,000 providing excess limits over Employer’s Liability, Automobile Liability, and Commercial General Liability Insurance. Such umbrella coverage shall be following form to underlying coverage including all endorsements and additional insured requirements.</p>   |

|   |  |
|---|--|
| <p>—</p>  | <p><u>Errors and Omissions Professional Liability Insurance</u> for errors and omissions and the resulting damages, including, but not limited to, economic loss to MTC and having minimum limits of \$2,000,000 per claim. The policy shall provide coverage for all work performed by CONSULTANT and any work performed or conducted by any subcontractor/consultant working for or performing services on behalf of the CONSULTANT. No contract or agreement between CONSULTANT and any subcontractor/consultant shall relieve CONSULTANT of the responsibility for providing this Errors &amp; Omissions or Professional Liability coverage for all work performed by CONSULTANT and any subcontractor/consultant working on behalf of CONSULTANT on the project.</p>  |
| <p>—</p>  | <p><u>Property Insurance.</u> Property Insurance covering CONSULTANT'S own business personal property and equipment to be used in performance of its Agreement with BAHA, materials or property to be purchased and/or installed on behalf of BAHA (if any), and builders risk for property in the course of construction (if applicable). Coverage shall be written on a "Special Form" policy that includes theft, but excludes earthquake, with limits at least equal to the replacement cost of the property. Such policy shall contain a Waiver of Subrogation in favor of BAHA.</p>  |
| <p>—</p>  | <p><u>Contractors' Pollution Liability Insurance.</u> Contractors' Pollution Liability insurance for bodily injury and property damage coverage with a combined single limit for bodily injury and property damage of at least \$1,000,000 per occurrence or claim and a general aggregate limit of at least \$2,000,000. This insurance shall include coverage for, but not be limited to sudden and accidental discharges; gradual discharges, clean-up of pollutants and disposal thereof; and, mold, asbestos or lead, if an abatement contract. If CONSULTANT disposes of Hazardous Materials under its Agreement with BAHA, CONSULTANT shall designate the disposal site and provide a certificate of insurance from the disposal facility to BAHA.</p> <p>CONSULTANT's Business Automobile Liability coverage shall also be extended to cover pollution liability during loading; unloading and while in transit including, but not limited to, the perils of collision and upset. Coverage may be provided by endorsement to the general liability and automobile policies or by a separate policy. Such policy shall contain a Waiver of Subrogation in favor of BAHA.</p> <p>BAHA and its commissioners, directors, officers, representatives, agents and employees are to be named as additional insureds. Such insurance shall be primary and contain a Separation of Insureds Clause as respects any claims, losses or liability arising directly or indirectly from CONSULTANT's operations.</p> |
| <p>CONSULTANT's obligation to provide the insurance described herein may be satisfied in whole or in part by adequately funded self-insurance, upon evidence of financial capacity satisfactory to BAHA.</p> <p>CONSULTANT shall be responsible for payment of any deductible or retention on CONSULTANT's policies without right of contribution from BAHA. Deductible and retention provisions shall not contain any restrictions as to how or by whom the deductible or retention is paid. Any deductible or retention provision limiting payment to the Named Insured is unacceptable.</p> <p>In the event that BAHA seeks coverage as an additional insured under any Consultant insurance policy that contains a deductible or self-insured retention, Consultant shall satisfy such deductible or self-insured retention to the extent of loss covered by such policy, for any lawsuit arising from or connected</p> |  |

with any alleged act of Consultant, subconsultant, subcontractor, or any of their employees, officers or directors, even if Consultant or subconsultant is not a named defendant in the lawsuit.

If any insurance specified above is written on a “Claims-Made” (rather than an “occurrence”) basis, then in addition to the coverage requirements above, Consultant shall:

1. Ensure that the Retroactive Date is shown on the policy, and such date must be before the date of its Agreement with BAHA or the beginning of any work under such Agreement;
2. Maintain and provide evidence of similar insurance for at least three (3) years following project completion, including the requirement of adding all additional insureds; and
3. If insurance is cancelled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the Agreement effective date, Consultant shall purchase “extended reporting” coverage for a minimum of three (3) years after completion of the work.

All insurance specified above shall remain in force until all work or services to be performed are satisfactorily completed, all of Consultant’s personnel, subconsultants, and equipment have been removed from BAHA’s property, and the work or services have been formally accepted. Consultant must notify BAHA if any of the above required coverages are non-renewed or cancelled. The failure to procure or maintain required insurance and/or an adequately funded self-insurance program will constitute a material breach of its Agreement with BAHA.

Prior to commencement of any work hereunder, Consultant shall deliver to BAHA Certificates of Insurance verifying the aforementioned coverages. Such certificates shall make reference to all provisions and endorsements referred to above and shall be signed on behalf of the insurer by an authorized representative thereof.

The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by Consultant pursuant hereto, including, but not limited to, liability assumed pursuant to the Indemnification section of its Agreement with BAHA.

**By signing below you acknowledge and agree to provide the required certificate of insurance providing verification of the minimum insurance requirements listed above within ten (10) business days of BAHA’s notice to firm that it wishes to contract with the firm.**

|                               |  |
|-------------------------------|--|
| Representative Name and Title |  |
| Name of Authorizing Official  |  |
| Authorized Signature          |  |
| Date                          |  |

**NOTE: If you were unable to check “Yes” for any of the required minimum insurance coverages listed above, a request for exception to the appropriate insurance requirement(s) must be brought to BAHA’s attention no later than closing date/time for receipt of requests for modifications/exceptions. If such modifications/exceptions are not brought to BAHA’s attention consistent with the provisions of this RFP, compliance with the insurance requirements will be assumed.**