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San Francisco Mayor's Appointee

September 13, 2013

## INVITATION FOR BID

### Letter of Invitation

#### For Call Box Removal and Sign Installation

Dear Contractor:

The Metropolitan Transportation Commission Service Authority for Freeways and Expressways (MTC SAFE) invites your firm to respond to this Invitation for Bid (IFB) for:

#### Call Box Removal and Sign Installation

MTC SAFE is soliciting bids for a Contractor to remove call boxes, signs, solar panels, pads, paths, and handrails and install 511 Freeway Assist signs in its place along Bay Area freeways throughout the nine-county Bay Area.

MTC SAFE is a regional public agency created in 1988 pursuant to California Streets and Highways Code section 2550 *et seq.* to install, maintain and operate a motorist aid call box system in the nine Bay Area counties. The MTC SAFE Call Box Program provides a system of 2,100 call boxes on about 1,100 miles of freeways and expressways. These call boxes allow motorists to request roadside assistance.

In December 2011, the Metropolitan Transportation Commission (MTC) Operations Committee approved staff's call box evaluation report, which addressed modifying the Bay Area call box system to reflect usage due to declining call volume and to redistribute funding to other incident management programs. This report led to a staff analysis to select 432 call boxes to be removed throughout the nine-county Bay Area. The methodology used to select which call boxes to be removed considered geography and geometrics of the freeway, safety, cell phone coverage, and distance to motorist services.

This letter, together with the Instructions to Bidders and Bidding Requirements, General Conditions, Special Conditions and Appendices B-1 and B-2, comprise the IFB for this project. Responses to the IFB are to be submitted in accordance with the instructions stated herein.

#### Bid Submission

Interested bidders must submit their bids in sealed envelopes no later than 2:00 p.m. on Friday, October 4, 2013. **Bids received after that date and time will not be considered.** All bids must be completed and submitted on the enclosed Appendix B, Bid Form, along with Appendix C, California Levine Act Statement; Appendix D, Reference Form; Appendix E, Subcontractors List; and Appendix G, Insurance Requirements; in order to be considered.

STEVE HEMINGER  
Executive Director

ANDREW B. FREMER  
Deputy Executive Director

Bidders who do not complete all appendices risk being found non-responsive. A submitted bid shall be considered a firm offer to enter into a contract for the services. Bids shall be considered firm offers to provide the services described for a period of one hundred fifty (150) days from the submittal closing date.

Any addenda to this IFB that may be issued by MTC SAFE will be posted at <http://procurements.mtc.ca.gov/>; it is the bidder's responsibility to check for addenda to this IFB and comply with new or revised requirements that may be stated therein.

### **MTC SAFE Point of Contact**

Bids should be submitted to the Project Manager at the address shown below. All inquiries related to this IFB should be submitted via email to [sleong@mtc.ca.gov](mailto:sleong@mtc.ca.gov).

Sze Lei Leong, Project Manager  
Metropolitan Transportation Commission  
Service Authority for Freeways and Expressways  
Joseph P. Bort MetroCenter  
101 Eighth Street  
Oakland, California 94607-4700

### **Minimum Qualifications**

To be eligible to submit a bid, a bidder must have:

- 1) A secure location within the nine San Francisco Bay Area counties where all removed call boxes and site materials will be transported and stored, as necessary;
- 2) A valid California State Contractor's license;
- 3) Been actively engaged in the construction business for at least five (5) years; and
- 4) Have performed at least three (3) projects during the last five (5) years that are similar in nature to the project described herein.

Bidders will be required to verify these qualifications prior to the award of contract.

### **Other Qualifications**

In addition to the qualifications listed above, bidders must have current knowledge of the California Highway Patrol/Caltrans Call Box Guidelines and Americans with Disabilities Act (ADA) requirements.

### **Bid Guaranty**

**Bids must be accompanied by a bid guaranty** in the form of a cashier's check, a certified check, or a bid bond executed by an admitted surety insurer ("A 10" Rating or better), in the amount of 10% of the "Total Bid Price", payable to MTC SAFE. Such check or bond shall be

given as a guaranty that the Bidder will, within ten (10) days of being requested to do so by MTC SAFE, enter into a contract and provide the required performance and payment bonds. If a Bidder's bond is furnished, it must conform to the form provided with the bid documents herein in *Appendix B-1, Bid Bond*. If the Bidder to whom the work has been awarded refuses or fails to accept the contract and/or provide the required bonds within the specified time, the check shall be forfeited to MTC SAFE or the principal and surety on the bond shall be liable to MTC SAFE for the principal amount thereof in accordance with its terms. Bidder guarantees will be held until the contract has been finally executed, after which all Bidders' guarantees except any guarantees which have been forfeited, will be returned to the respective Bidders whose bids they accompany, but in no event will Bidder's securities be held by MTC SAFE beyond one hundred fifty (150) days from the time set for receiving bids.

### **Performance and Payment Bond**

The successful bidder must provide bonds or other security adequate to protect MTC SAFE. Prior to performing any work under this Contract, the Contractor shall file with MTC SAFE on the forms provided in *Appendix B-2, Performance and Payment Bonds to Accompany Contract*, herein two surety bonds in the amounts and for the purposes noted below, duly executed by a reputable surety company satisfactory to MTC SAFE. Contractor shall pay all premiums and costs relating to the required bonds.

**Performance Bond** in the amount of 100% of the initial contract amount to guarantee faithful performance of the work under the Contract, including the replacing of or making acceptable, any defective materials or faulty workmanship.

**Payment Bond** in the amount of 100% of the initial contract amount to inure to the benefit of persons performing labor or furnishing materials in connection with the work of the proposed contract. This bond shall be maintained in full force and effect until all work under the contract is completed and accepted by MTC SAFE, and until all claims for materials and labor have been paid.

Both the Performance Bond and the Payment Bond shall be issued by a surety company(ies) acceptable to MTC SAFE with a Best Guide Rating of A-, IX or better, listed in Circular 570: Federal Treasury Listing of Qualified Sureties with a bond amount within the underwriting limitation, and authorized to execute such in the State of California.

### **Notice of Addenda and Requests for Exceptions**

Any addenda to this IFB that may be issued by MTC SAFE will be posted at <http://procurements.mtc.ca.gov/>; it is the bidder's responsibility to check for addenda to this IFB and comply with new or revised requirements that may be stated herein.

**Requests for clarification or exception to IFB provisions must be received no later than 4:00 p.m. on September 23, 2013, to guarantee consideration.**

### **Scope of Work and Payment Schedule**

The Scope of Work and Payment Schedule for this project are described in *Appendices A-1 and A-2*, respectively to this IFB. Call box examples and specifications are found in *Appendix A-4*. Section III of this IFB, Special Conditions, also contains substantive requirements with which you must fully comply in order to guarantee your responsiveness to this IFB.

The contract resulting from this IFB will commence on January 1, 2014 until December 31, 2014.

### **Contractor Selection**

Bids will be initially evaluated for responsiveness and adherence to minimum qualifications. In order to ensure superior service, references will be checked, and bidders may be required to provide additional information verifying their experience.

A contract, if awarded, will be to the responsible bidder submitting the lowest responsive bid as indicated in the "Total Bid Price" space in *Appendix B, Bid Form*. The lowest responsive bidder will be required to provide certification of insurance within five (5) business days of notice of award. If the lowest responsive bidder cannot provide the required insurance to MTC SAFE within five (5) business day's of notice of award, MTC SAFE at its sole option may deem that bidder unresponsive and award to the next lowest responsive responsible bidder.

### **Bidder Selection Timetable**

4:00 p.m., Monday, September 23, 2013	Closing date & time of request for clarifications and exceptions
<b>2:00 p.m., Friday, October 4, 2013</b>	<b>Closing date &amp; time for receipt of bids &amp; bid opening</b>
Friday, November 8, 2013	MTC Operations Committee consideration of recommendation for award
Wednesday, January 1, 2014	Issuance of Purchase Order

### **General Conditions**

MTC SAFE reserves the right to accept or reject any or all bids submitted, waive minor irregularities in bids, request additional information or revisions to offers.

A signed MTC SAFE purchase order mailed or delivered to a particular bidder shall constitute a binding contract, which incorporates this IFB and its addenda, if any, and all documents referenced herein, any deviations from the specifications expressly accepted by MTC SAFE, and all terms and conditions of the purchase order. General Conditions of the MTC SAFE Purchase Order are included in this IFB as *Appendix F*.

If a bidder wishes to propose a change to any provision of this IFB, the provision and the proposed alternative language must be submitted prior to the closing date for request for

clarifications and exceptions listed above. If no such change is requested, the Contractor will be deemed to accept MTC SAFE's contract Terms and Conditions.

The selected Contractor will be required to maintain insurance coverage, during the term of the contract, at the levels described in *Appendix G*. Contractor agrees to provide the required certificates of insurance providing verification of the minimum insurance requirements listed in *Appendix G, Insurance Requirements*, within five (5) days of MTC SAFE's notice to firm that it is the successful bidder. Requests to change MTC SAFE's insurance requirements should be submitted on or prior to the closing date for receipt of requests for clarifications/exceptions listed above. MTC SAFE will review the requests and issue an addendum if material changes requested by a prospective bidder are acceptable. Objections to MTC SAFE determinations on requests to change insurance requirements must be brought to MTC SAFE's attention no later than the date for protesting IFB provisions. If such objections are not brought to MTC SAFE's attention consistent with the protest provisions of this IFB, compliance with all material insurance requirements will be assumed.

**Authority to Commit MTC SAFE**

The Executive Director of MTC SAFE will recommend the successful bidder to the MTC Operations Committee, which will commit MTC SAFE to the expenditure of funds in connection with this IFB.

Thank you for your participation.

Sincerely,



Steve Heminger  
Executive Director

SH: sl

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**INVITATION FOR BID**

**by**

**METROPOLITAN TRANSPORTATION COMMISSION  
SERVICE AUTHORITY FOR FREEWAYS AND EXPRESSWAYS**

**for**

**CALL BOX REMOVAL AND SIGN INSTALLATION**

September 13, 2013

Joseph P. Bort MetroCenter  
101 Eighth Street  
Oakland, CA 94607-4700

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## **I. INSTRUCTIONS TO BIDDERS AND BIDDING REQUIREMENTS**

### **A. Directions**

The provisions set forth below specify the standards by which bids will be received and considered by MTC SAFE. Bids not complying with these provisions may be considered non-responsive by MTC SAFE.

In order to be considered, your bid package shall include the completed forms listed below. Bidders who do not complete all appendices and include in their bid package risk being found non-responsive.

- *Appendix B, Bid Form*
- *Appendix C, California Levine Act Statement*
- *Appendix D, Reference Form*
- *Appendix E, Subcontractors Form*
- *Appendix G, Insurance Requirements*

### **B. Definitions**

1. MTC SAFE: Metropolitan Transportation Commission Service Authority for Freeways and Expressways
2. Bidder: An individual, firm, partnership, corporation, or combination thereof, submitting a bid.
4. Contractor: The Bidder to whom a Purchase Order is mailed or otherwise offered.
5. Bid: The forms included in this IFB become a bid when completed properly by a Bidder and submitted to MTC SAFE.
6. Contract: A signed MTC SAFE Purchase Order mailed or delivered to a particular bidder, shall constitute a binding contract, which incorporates this IFB, and its addenda, if any, all documents referenced herein, any deviations from the specifications expressed and accepted by MTC SAFE, and all terms and conditions of the Purchase Order.

### **C. Preparation of Bid**

#### **1. General**

All prices and quotations shall be written legibly by computer printer, typewriter or pen and ink. No erasures shall be made. Errors may be crossed out and corrected by typewriter or pen and ink adjacent to the item crossed out. Each correction shall be initialed in ink by the person signing the bid.

**2. Bid Price**

The Total Bid Price shall include all costs of labor, materials, equipment, tools, machinery, utilities, transportation, license or permit fees, overhead, and profit and all other services necessary for proper execution and completion of the work.

**3. Taxes**

The total bid price shall include full compensation for all applicable federal, state, and local taxes, as may be appropriate.

**4. Irregular Bids**

Bids may be rejected if they show such irregularities as: any alteration of form, additions not called for, conditional bids, incomplete bids, indefinite or ambiguous bids, obviously unrealistic or unbalanced prices, or a signature by other than an authorized person.

**5. Conditional Bids**

No condition included in a bid shall be binding upon MTC SAFE if in conflict with, inconsistent with, or in addition to the terms and conditions of this IFB, unless expressly accepted in writing by MTC SAFE.

**6. Addenda and Interpretations**

MTC SAFE will not be responsible for any oral interpretation of the meaning of the requirements or specifications in this IFB. Every request for such interpretation shall be in writing addressed to: Attention: Sze Lei Leong MTC SAFE, 101 - 8th Street, Oakland, CA 94607-4700 or sleong@mtc.ca.gov. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be mailed and/or faxed with a request for confirmation, to all bidders who have requested addenda. All addenda so issued shall become part of the Contract Documents.

**7. Deviations**

MTC SAFE reserves the right to permit deviations from the specifications if an article offered is deemed by MTC SAFE to be of as good quality and as satisfactory for its intended use as an article fully meeting specifications. Unless exceptions are noted by Bidder, the article offered will be assumed to be in accordance with specifications indicated.

**8. Examination of Plans, Specifications and Sites**

The Bidder shall satisfy him/herself as to the character, quality, and quantities of work to be performed, materials to be furnished, and as to the requirements of the proposed contract. The submission of a bid shall be prima facie evidence that the Bidder has made such examination and is satisfied as to the conditions to be encountered in performing the work and as to the requirements of the proposed contract, plans and specifications.

## **9. Submission**

Only bids submitted on the furnished bid form in *Appendix B* will be considered. Bids received after the date and time indicated for receipt of bids will not be considered. Bidders will be solely responsible for the delivery of the bid to MTC SAFE by the time, on the date, and at the location indicated for receipt of bids.

## **10. Withdrawal Before Bid Opening**

No bids may be modified; however, a bid may be withdrawn by written request, signed by the individual who signed the bid or his authorized representative, and received by MTC SAFE prior to the time indicated for receipt of bid.

## **11. Protest of Specifications**

Prospective bidders may submit written protests of IFB specific specifications on the grounds that the specifications are biased, unduly restrictive, discourage competition, or do not comply with state or local law or regulation no later than seven (7) calendar days prior to the date bids are due. Such protests will be reviewed by MTC SAFE and responded to prior to bid opening. If appropriate, the time of bid opening will be extended to accommodate any changes in the IFB.

## **12. Relief of Bidder after Bid Opening**

Unless MTC SAFE in its sole discretion elects otherwise, a Bidder shall not be relieved of his bid nor shall any change be made in his bid because of mistake. If a Bidder requests relief and MTC SAFE agrees to consider such request, it will be such Bidder's responsibility to establish that:

- (a) A mistake was made;
- (b) The Bidder gave MTC SAFE written notice of the mistake within five days after the opening of bids, specifying in detail how the mistake occurred;
- (c) The mistake made the bid materially different than the Bidder intended it to be; and
- (d) The mistake was made in filling out the bid and was not due to error in judgment or to carelessness in reading the IFB or referenced documents.

## **D. Award of Contract**

### **1. Bid Opening**

Bids will be opened publicly and publicly announced at MTC SAFE's offices, at the address, on the date, and at the hour indicated herein for the receipt of bids. Bidders are invited, but are not required to be present.

### **2. Duration of Offer**

A signed bid is deemed to be an offer to enter into a contract for services bid and is firm for the period of time stated in the Letter of Invitation, unless extended by the bidder.

**3. Discretion of MTC SAFE**

MTC SAFE reserves the right to reject any and all bids and to waive informalities and minor irregularities in bids received, other provisions herein notwithstanding.

**4. Discrepancies in Unit Prices and Extensions**

In the event of a discrepancy between the Bid unit prices and extensions, the Bid unit price shall govern.

**5. Selection of Contractor**

The award, if an award is made, will be to the responsible Bidder, whose "Total Bid Price" in *Appendix B, Bid Form*, conforming in all material respects to the terms and conditions of this IFB, is the lowest in price for the work requested.

**6. One Bid**

If MTC SAFE receives only one bid and that bid is made on terms differing from those set forth herein, MTC SAFE may, at its discretion, accept such terms as responsive.

**7. Selection Disputes**

A bidder may protest the selection of a Contractor on the grounds that MTC SAFE procedures, the provisions of this IFB, or applicable provisions of state or local law have been violated or inaccurately and/or inappropriately applied by submitting to the MTC SAFE Project Manager a written explanation of the basis for protest no later than 4:00 p.m. on the third working day after the date on which the contract is authorized by MTC Operations Committee or the date the firm is notified that it was not selected, whichever is later, for objections to consultant selection.

Protests must clearly and specifically describe the basis for the protest in sufficient detail for the MTC SAFE review officer to recommend a resolution to the Executive Director. The Executive Director will respond to the protest in writing, based on the recommendation of a MTC SAFE review officer.

Should the protesting bidder wish to appeal the decision of the Executive Director, it may file a written appeal with the MTC Operations Committee, no later than 4:00 p.m. on the third working day after receipt of written response from the Executive Director. The MTC Operation Committee's decision will be the final agency decision.

Authorization to award a contract to a particular firm by the MTC Operations Committee 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 Executive Director or, if the Executive Director's decision is appealed to the Operations Committee, the final decision of the MTC Operations Committee, if applicable.

## **II. GENERAL CONDITIONS**

### **A. Independent Contractor**

Contractor is an independent contractor and not an employee or agent of MTC SAFE and has no authority to contract or enter into any other agreement in the name of MTC SAFE. Contractor has, and hereby retains, full control over the employment, direction, compensation and discharge of all persons employed by Contractor who are assisting in the performance of services under this Agreement. Contractor 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. Contractor shall be responsible for its own acts and those of its agents and employees during the term of this Agreement.

### **B. Changes to Purchase Order**

Any material changes to the terms of the Purchase Order shall require a written amendment to the Contract, signed by the MTC SAFE Executive Director or a designated representative and Contractor. No claim for additional compensation shall be recognized unless contained in a duly executed amendment.

### **C. Termination**

#### **1. Termination for Convenience**

MTC SAFE may, by written notice stating the extent and effective date, terminate its contract with the Contractor for convenience in whole or in part, at any time. MTC SAFE shall pay the Contractor as full compensation for performance until such termination: the pro rata price for the period of performance up to the time of termination and reasonable termination costs. In no event shall MTC SAFE be liable for any loss of profits on the portion of the contract so terminated.

#### **2. Termination for Default**

If Contractor becomes insolvent, assigns or subcontracts the work without MTC SAFE approval, does not deliver the work specified in the Contract or fails to perform in the manner called for, or fails to comply with any other material provision of the Contract, MTC SAFE may terminate the Contract for default. Termination shall be effected by serving a ten (10) day advance written notice of termination on Contractor, setting forth the manner in which Contractor is in default. If Contractor does not cure the breach or propose a plan and schedule for curing the breach acceptable to MTC SAFE within the ten (10) day period, the Contract shall be deemed terminated for default.

MTC SAFE shall pay the Contractor as full compensation for performance until such termination the amount which would be payable under the Contract, offset by any costs incurred by MTC SAFE to correct or complete work required under the Contract, including the difference between Contractor's price for the contract and any higher price paid to another Contractor retained to complete the work.

Should Contract be deemed terminated for default, Contractor may not submit a bid on the same project that it defaulted on should MTC SAFE rerelease the project.

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

**D. Indemnity**

Contractor agrees to indemnify, and hold MTC SAFE, and its commissioners, officers, employees and agents harmless from all claims, demands, suits, losses, damages, injury, and liability, (including any and all costs and expenses in connection therewith), incurred by reason of any negligent or otherwise wrongful act, or failure to act of Contractor, its officers, agents, employees and subcontractors or any of them, under or in connection with this IFB; Contractor agrees at its own cost expense and risk to defend any and all claims, demands, suits, or other legal proceedings brought or instituted against MTC SAFE and its commissioners, officers, agents, and employees, or any of them arising out of such acts or failure to act, and to pay and satisfy any resulting judgments.

**E. Assignment**

The Contractor shall not assign any right, duty or responsibility in this Contract without the prior written consent of MTC SAFE thereto; provided however, that claims for money due or to become due to Contractor from MTC SAFE under this Contract may be assigned without such approval. Notice of any such assignment shall be furnished promptly to MTC SAFE, and any such assignment shall be subject to all authorized withholdings in favor of MTC SAFE.

**F. Choice of Law**

All questions pertaining to the validity and interpretation of this Agreement shall be determined in accordance with the laws of the State of California.

**G. Prohibited Interests**

Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree or have the potential of conflicting with the performance of services required under the Agreement or the impartial rendering of assistance or advice to MTC SAFE. Contractor 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 MTC SAFE, 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, Contractor further covenants that it has made a complete disclosure to MTC SAFE of all facts of which it is aware upon due inquiry bearing upon any

possible interest, direct or indirect, which it believes any member, officer, agent or employee of MTC SAFE (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 MTC SAFE.

#### **H. Cooperation Between Contractors**

MTC SAFE reserves the right to contract for and perform other or additional work on or near the work covered by these specifications. When separate contracts are let within the limits of any one project, each contractor shall conduct his work so as not to interfere with or hinder the progress or completion of the work being performed by other contractors. Contractors working on the same project shall cooperate with each other as directed. Each contractor involved shall assume all liability, financial or otherwise, in connection with his contract and shall protect and save harmless MTC SAFE from any and all damages or claims that may arise because of inconvenience, delays, or loss experienced by him because of the presence and operations of other contractors working within the limits of the same project.

### **III. SPECIAL CONDITIONS**

#### **A. Minimum Qualifications**

- 1) A secure location within the nine San Francisco Bay Area counties where all removed call boxes and site materials will be transported and stored, as necessary;
- 2) A valid California State Contractor's license;
- 3) Been actively engaged in the construction business for at least five (5) years; and
- 4) Have performed at least three (3) projects during the last five (5) years that are similar in nature to the project described herein.

#### **B. Period of Performance**

The contract resulting from this IFB will commence on or approximately January 1, 2014 until December 31, 2014, with the option at the sole discretion of MTC SAFE to extend the contract as determined by the MTC SAFE Executive Director.

#### **C. Subcontractors**

Bidders shall submit to MTC SAFE as part of their bids the names of subcontractors they propose to engage on the project, the work they will be performing, and references (Appendix E). MTC SAFE reserves the right to request from any Bidder additional information regarding a proposed subcontractor relevant to its performance of work under this IFB and to request the Bidder to obtain another subcontractor, if the named subcontractor would not, in the judgment of

MTC SAFE, be able to meet the requirements of the IFB. Bidders shall be held responsible for all work conducted through a subcontractor.

**D. Inspection and Acceptance by MTC SAFE**

**1. Inspection**

All performance, which includes services, materials, supplies and equipment furnished or utilized in the performance of this contract, and workmanship in the performance of services shall be subject to inspection and test by MTC SAFE or its designated inspector at all times during the term of the contract. The Contractor shall provide adequate cooperation to the Inspector assigned by MTC SAFE to permit the inspector to determine the Contractor's conformity with these specifications and the adequacy of the services being contractually provided.

**2. Acceptance**

If any services performed hereunder are not in conformity with the specifications and requirements of this contract, MTC SAFE shall have the right to require the Contractor to perform the services in conformity with said specifications and requirements at no additional increase in total contract amount, prior to acceptance. When the services to be performed are of such nature that the difference cannot be corrected, MTC SAFE shall have the right to (1) require the Contractor immediately to take all necessary steps to ensure future performance of the services in conformity with requirements of the contract, and (2) reduce the price to reflect the reduced value of the services performed.

In the event that Contractor fails to perform the services promptly or take necessary steps to ensure future performances of the service in conformity with the specifications and requirements of the contract, MTC SAFE shall have the right (1) to terminate these contract for default as provided above and (2) by contract or otherwise to have the services performed in conformity with the contract specifications and charge to the Contractor any cost occasioned to MTC SAFE that is directly related to the performance of such services.

**E. Notices**

All notices or other communications to either party by the other shall be deemed given when made in writing and delivered or mailed to such party at their respective addresses as follows:

To MTC SAFE: Attention: Sze Lei Leong, Project Manager  
MTC SAFE  
101 - 8th Street  
Oakland, CA 94607-4700  
Email: [sleong@mtc.ca.gov](mailto:sleong@mtc.ca.gov)  
Fax: (510) 817-5848

To Contractor: Signator of Bid form  
Address on Bid Form  
Address on Bid Form  
Fax number on Bid Form  
Email address on Bid Form

**F. Guaranty**

The Contractor guarantees that the services will be performed in a professional manner by qualified personnel. Upon receiving notification from MTC SAFE that a defect is detected, the Contractor shall repair or replace the work performed initially, without cost to MTC SAFE, and to MTC SAFE's satisfaction. The Contractor's guaranty excludes damage or defect caused by abuse by MTC SAFE or modifications not executed by the Contractor. The Contractor guarantees to arrive promptly at the date and time scheduled with the MTC SAFE Project Manager prepared to perform the tasks as specified in *Appendix A-1, Scope of Work*.

**G. Scheduling**

Contractor shall not commence any work until a project kick-off meeting between the Contractors and MTC SAFE's Project Manager is held. The meeting will be held at a time and date to be established by the MTC SAFE Project Manager. No work will be done unless authorized by the MTC SAFE Project Manager.

**H. Contract Arrangements**

MTC SAFE shall issue a purchase order to the successful Contractor that shall incorporate this IFB, the Contractor's bid, and all terms and conditions set forth in the contract. General Conditions of the MTC SAFE Contract are included in this IFB as *Appendix F*.

**I. Examination of Specifications and Sites**

Bidders shall satisfy themselves as to the character, quality, and quantities of work to be performed, materials to be furnished, and as to the requirements of the proposed contract. The submission of a bid shall be prima facie evidence that a Bidder has made such examination and is satisfied as to the conditions to be encountered in performing the work and as to the requirements of the proposed contract, plans and specifications. Failure to do so will be at Bidders' own risk and they cannot secure relief on the plea of error.

**J. Unknown Obstructions**

Should any unknown obstruction be encountered during the course of this contract the Contractor shall immediately bring it to the attention of the MTC SAFE Project Manager. The Contractor shall be responsible for the protection of all employees, existing equipment, furniture, or utilities encountered within the work area.

**K. Cost Estimation**

It is the responsibility of the bidder to make all estimates (labor hours, materials, etc.) to determine his/her bid price to complete the work specified under this IFB. MTC SAFE shall not be held accountable for differences to the estimates provided in *Appendix B, Bid Form*.

**L. Supplies**

Contractor is to provide all necessary supplies and to include the costs of such supplies in its bid.

**M. Liquidated Damages**

In the event Contractor fails to complete the work by the completion date in the approved work schedule (as modified by any approved change orders), MTC SAFE may charge the Contractor liquidated damages of \$100 per day, reduced by whatever delays were caused by MTC SAFE as determined by the MTC SAFE Project Manager.

**N. Insurance**

Insurance Requirements are included in this IFB, as *Appendix G*, and Contractor must fully comply with the requirements as listed. If the lowest responsive bidder cannot provide the required insurance to MTC SAFE within five (5) business day's of notice of award, MTC SAFE at its sole option may deem that bidder unresponsive and move the award to the next lowest responsive responsible bidder.

**O. Injury Prevention**

As part of MTC SAFE's Injury Prevention Program (IPP) established pursuant to California Labor Code Section 6401.7, Contractor may be required to provide MTC SAFE with a description of Contractor's IPP and, specifically, of methods and procedures for identifying and using safe conditions and work practices at the worksite while performing specified work. In addition, if any of the work ordered under *Appendix A-1, Scope of Work* is considered a "public work", Contractor shall comply with California Labor Code Sections 1774 and 1775 with respect to prevailing wages.

**P. Prevailing Wage Rates, Apprenticeships, and Payroll Records**

The Contractor shall comply with applicable sections of the California Labor Code (e.g., 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 work performed under the agreement resulting from this IFB. In particular, CONTRACTOR'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). Certified payroll records in the form set forth in *Appendix H-1, Public Works Payroll Reporting Form*, shall be submitted on a weekly basis to the Project Manager. *Appendix H, Wage Determination*, is included in this IFB, and incorporated herein by this reference.

## **APPENDIX A-1 Scope of Work**

The services to be performed by Contractor shall consist of services requested by the MTC SAFE Project Manager or a designated representative as follows, but is not limited to the removal of 432 call boxes, signs, solar panels, pads, paths, and handrails; and the installation of 432 - 511 Freeway Assist signs at removed call box sites.

### **A. Labor**

Only competent workers shall be employed to perform tasks under this *Appendix A-1, Scope of Work*. Any person found by MTC SAFE to be incompetent, disorderly, working under the influence of alcohol or controlled substances, unsafe or otherwise objectionable shall be removed by Contractor and not re-employed for services. Contractor shall be solely responsible for any and all services performed under the purchase order contract resulting from this IFB by its employees and/or subcontractors. Contractor shall enforce strict discipline and good order to ensure that all work is carried out promptly and with due diligence.

### **B. Prior to Start of Field Work**

Contractor shall perform the following tasks prior to field work:

1. Attend kick-off meeting with MTC SAFE.
2. Establish a storage area that is pre-approved by MTC SAFE with sufficient space to store all removed call box equipment for the duration of the contract. Storage location shall be within the nine county San Francisco Bay Area.
3. Establish a means to properly dispose of or recycle materials no longer used, including concrete pads, retaining walls, handrails etc.
4. Procure, or have in possession, necessary equipment to remove call box equipment, install sign, and transport equipment to and from storage facility, which may include auger drill, jack hammer, etc.
5. Establish an inventory system to categorize all equipment removed, including but not limited to, serial numbers (if available), condition, etc.
6. Ensure that staff has communication devices for interacting with the MTC SAFE Project Manager, and/or other designated representatives. The devices to be provided by Contractor must include, but are not limited to a cell phone, office phone, fax machine, and email services with the capability to send and receive Microsoft Access® or Excel® database or equivalent files.
7. Obtain all rights of entry, encroachment permits and other licenses or permits required by partner agencies to perform the work hereunder at the cost of Contractor as facilitated by MTC SAFE.

### **C. Call Box Removal and 511 Freeway Assist Sign Installation Field Work**

Contractor shall perform the following tasks in the field:

1. Removal Type A - Remove call box, both call box signs, solar panel, antenna, pad, pole stickers, associated electrical wiring, and bolts and straps used to secure equipment onto the pole.

2. Removal Type B - Remove all items listed in Removal Type A, plus asphalt path from roadway to pad/call box regardless of path length, retaining wall and/or handrail.
3. Ground cover where removed pad, path, retaining wall or handrail existed shall be free of call box-related debris, i.e. concrete, path debris, loose bolts, etc.
4. If necessary, repair, replace, or install the pole and/or auger if damaged, tilted, or missing.
5. Install 511 Freeway Assist signs (provided by MTC SAFE), aligning the top of the sign with the top of the pole and facing on-coming traffic. Apply peel and stick call box number (provided by MTC SAFE) as shown in Appendix A-4. The call box number shall be the same as the one used on the call box removed at the same location.
6. All field work tasks above for each call box shall be performed during the same site visit on the same day. Materials and equipment brought to the site such as cones, ladders, etc. shall be removed from the call box site immediately or as soon as the materials, tools, and equipment are no longer needed.
7. Fiberglass pads and associated bolts shall be retrieved and stored, while concrete pads shall be properly disposed of.
8. Contractor shall take measures to transport all call box equipment from the field site without damage. The cost of any damages caused by Contractor shall be determined by MTC SAFE and deducted from payment to Contractor.

**D. Post-Field Work and Storage**

Contractor shall perform the following tasks following field work:

1. Update call box database by entering call box status, describing physical condition.
2. Clean removed call boxes, solar panels, signs etc.
3. Access to storage location and call box equipment retrieval shall be permitted, with Contractor supervision, to MTC SAFE or designated representative, with 24-hour notice 5 days a week during normal business hours for the purpose of retrieving call box items.

Materials to be enclosed in an enclosed facility and elevated from the ground to reduce water intrusion and/or damage:

- Call boxes
- Solar panels
- Antennas
- Signs and sign bands
- Saddle mounts

Materials to be stored outside (if space in enclosed facility is limited):

- Poles
- Augers
- Handrails
- Fiberglass pedestrian pads

Materials to be disposed of by Contractor:

- Paths
- All other pedestrian pads

**E. Project Close-Out**

1. On December 31, 2014, or 30 calendar days prior to the contract end date, whichever comes first, Contractor shall complete all call box removals and sign installations.
2. During the last 30 calendar days of the contract period, Contractor shall transport all remaining call box equipment to MTC SAFE's call box maintenance provider storage facility. Contractor shall coordinate with the MTC SAFE call maintenance provider to accurately reflect the inventory database.

## **APPENDIX A-2, Payment Schedule**

### **I. COMPENSATION**

Contractor shall be compensated monthly for all work performed under *Appendix A-1, Scope of Work*, less a 5% retainage of the value of each payment due. Release of retainage is contingent upon final acceptance of all work performed by the MTC SAFE Project Manager or designee.

All tasks detailed in *Appendix A-1, Scope of Work*, Section I performed by Contractor shall be compensated on a per call box basis at the task price listed in *Appendix B, Bid Form*. The specified flat rate is a firm fixed bid, including all applicable surcharges such as taxes, permit costs, insurance, and fringe benefits, as well as indirect costs, overhead and profit allowance. Work is considered completed when it satisfies the requirements of *Appendix A-1, Scope of Work*, Sections A-E.

Contractor shall submit a monthly invoice along with a progress report to MTC SAFE as described below. The invoices will be dated, numbered in serial order, and signed by Contractor.

Progress Reports shall identify the amount previously billed and paid under the contract.

### **II. INVOICES**

Contractor shall invoice MTC SAFE on a monthly basis. Contractor shall include a one page invoice detailing the work performed in that month categorized by call box and by Task as shown in *Appendix A-3*. Work orders must be submitted for all work done in the month unless electronic work orders can be provided.

Upon receipt of the invoice and approval by the MTC SAFE Project Manager, MTC SAFE will pay invoices no later than thirty (30) days after their receipt conditioned upon approval of work done and amount billed. Invoices shall be made in writing and delivered or mailed to MTC SAFE as follows: Accounting Section, MTC SAFE, Joseph P. Bort MetroCenter, 101 Eighth Street, Oakland, CA 94607-4700.



### APPENDIX A-4 Call Box Examples and Specifications

The following are examples of call boxes to be removed.

<p>Examples of typical call box removal Type A</p>	 <p>A photograph showing a yellow call box mounted on a metal pole. Above the box is a blue sign with the text 'AL-680-012'. The installation is on a gravel shoulder next to a road.</p>	 <p>A photograph showing a yellow call box mounted on a pole behind a metal guardrail. Above the box is a blue sign with the text 'BOX AL-580-362'. The road surface has 'CALL 511' and 'CBX' painted on it.</p>
<p>Examples of call box removal Type B</p>	 <p>A photograph showing a yellow call box mounted on a pole. Above the box is a blue sign with the text 'CALL BOX SC-87-481'. The installation is on a concrete retaining wall.</p>	 <p>A photograph showing a yellow call box mounted on a pole. Above the box is a blue sign with the text 'CC-00V-052'. The installation is on a concrete pad with a handrail and a path leading to it.</p>
<p>Freeway Assist Sign Installation</p>	 <p>A blue rectangular sign with white text. At the top is the 511 logo. Below it, the text reads 'FREEWAY ASSIST CALL 511' and 'CC 80 123' at the bottom.</p>	 <p>A photograph showing a worker in an orange vest installing a blue freeway assist sign on a metal pole. The sign has the 511 logo and the text 'FREEWAY ASSIST CALL 511' and 'CC 80 123'. A white utility truck is parked nearby.</p>

**APPENDIX B**  
**Bid Form**

Bids will be totaled in two categories to determine the lowest bid price. A fixed fee per call box must be submitted for each of the categories listed in the table below. Each unit price will be multiplied by the estimated number of call boxes in each of the two categories and then summed to result in the final bid price to be inserted in the space designated for “Total Bid Price”.

<b>Task Description</b>	<b>Unit Price</b>	<b>Estimated Quantity<sup>1</sup></b>	<b>Bid Amount</b>
<b>Call Box Removals/Sign Installations:</b>			
<u>Removal Type A / Sign Install:</u> Remove call box, both call box signs, solar panel, antenna, pad, pole stickers, associated electrical wiring, and bolts and straps used to secure equipment onto the pole. Install signs.	Per call box cost: \$ _____	276	Item Cost: \$ _____
<u>Removal Type B / Sign Install:</u> Remove all items listed in Removal Type A, plus asphalt path from roadway to pad/call box, retaining wall and/or handrail. Install signs.	Per call box cost: \$ _____	156	Item Cost: \$ _____
<b>Total Bid Price</b>			\$ _____

Notes:

1 – Estimated quantities given in this bid schedule are approximate and are used solely for the purpose of evaluating bids. The final contract price will equal the successful bidder’s unit price per call box in each of the categories multiplied by the actual number of call boxes in each area and then summed to result in the final contract price. A 10% contingency will be added to the contract by MTC SAFE if additional sites require call box removal and sign installation work.

**Minimum Qualifications:**

	<u>Yes</u>	<u>No</u>
A secure location within the nine San Francisco Bay Area counties where all removed call boxes and site materials will be transported and stored, as necessary;		
Does the bidder have a valid California State Contractor’s license?		
Has the bidder been actively engaged in construction work for at least five (5) years?		
Has bidder successfully performed at least three (3) similar projects under contracts during the last five (5) years?		

**Signature of Authorizing Official**

Name of Bidding Company	
License Type	
License Number	
Address	
Phone Number	
Email Address	
Name of Authorizing Official	
Signature	

**NON-COLLUSION DECLARATION:**

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

\_\_\_\_\_, declares that he or she is  
(Bidder's Name)

\_\_\_\_\_ of \_\_\_\_\_,  
(Title) (Company's Name)

the party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix to the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I certify (or declare) under penalty or perjury under the laws of the State of California that the foregoing is true and correct.

\_\_\_\_\_  
Type/Print Appropriate Name, Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**APPENDIX B-1  
BID BOND**

Bond No. \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS,

That we, \_\_\_\_\_, as principal, hereinafter called "the Principal," and \_\_\_\_\_ of \_\_\_\_\_, a corporation duly organized under the laws of the State of \_\_\_\_\_, as Surety, hereinafter called "the Surety," are held and firmly bound unto the Metropolitan Transportation Commission Service Authority for Freeways and Expressways (MTC SAFE) as Obligee, hereinafter called the Obligee, in the sum of \_\_\_\_\_ dollars (\$\_\_\_\_\_), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, the Principal has submitted a bid for:

**NOW, THEREFORE**, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty thereof between the amount specified in said bid and such larger amount of which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, other wise to remain in full force and effect.

Signed and sealed this \_\_\_ day of \_\_\_\_\_ A.D., 2013.

(Seal)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Principal

(Seal)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Surety

(Seal)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Attorney in Fact

**APPENDIX B-2**  
**PERFORMANCE AND PAYMENT BONDS TO ACCOMPANY CONTRACT**

**PAYMENT BOND TO ACCOMPANY CONTRACT**

KNOW ALL MEN BY THESE PRESENTS

THAT WHEREAS, the Metropolitan Transportation Commission Service for Freeways and Expressways ("MTC SAFE") has awarded to \_\_\_\_\_ as Principal, hereinafter designated as the "Contractor," a contract for the work described as follows:

AND WHEREAS, Contractor is required to furnish a bond in connection with said contract, to secure the payment of claims of laborers, mechanics or material suppliers employed on work under said contract as provided by law;

NOW, THEREFORE, We the undersigned Contractor and Surety are held and firmly bound unto the MTC SAFE in the sum of \_\_\_\_\_ dollars \_\_\_\_\_ (\$ \_\_\_\_\_), said sum being 100% of the estimated amount payable by the said the MTC SAFE under the terms of the contract, for which payment well and truly to be made we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly and by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH,

That if Contractor, his or its heirs, executors, administrators, successors, assigns or subcontractors shall fail to pay any of the persons named in Section 3181 of the Civil Code, amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contractor pursuant to Section 13020 of the Unemployment Insurance Code with respect to the work and labor, that the surety hereon will pay for the same, in an amount not exceeding the sum specified in this bond; otherwise, the above obligation shall be void. In case suit is brought upon this bond, the said surety will pay a reasonable attorney's fee to be fixed by the court.

This bond shall inure to the benefit of any of the persons named in Section 3181 of the Civil Code, so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this \_\_\_\_\_ day of \_\_\_\_\_ A.D., 2013.

Contractor  
Surety  
[ SEAL ]  
Attorney in Fact

**PERFORMANCE BOND TO ACCOMPANY CONTRACT**

KNOW ALL MEN BY THESE PRESENTS

THAT WHEREAS, the Metropolitan Transportation Commission Service for Freeways and Expressways ("MTC SAFE") has awarded to \_\_\_\_\_ as Principal, hereinafter designated as the "Contractor," a contract for the work described as follows:

AND WHEREAS, Contractor is required to furnish a bond in connection with said contract guaranteeing the faithful performance thereof;

NOW, THEREFORE, We, the undersigned Contractor and Surety, are held and firmly bound unto MTC SAFE, in the sum of \_\_\_\_\_ dollars (\$ \_\_\_\_\_), to be paid to MTC SAFE or its certain attorney, its successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH,

That if Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the foregoing contract and any alteration thereof made, as therein provided, on his or their part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless MTC SAFE, its officers and agents, as therein stipulated, then this obligation shall become and be null and void; otherwise, it shall be and remain in full force and effect.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this \_\_\_\_\_ day of \_\_\_\_\_ A.D., 2013.

Contractor  
Surety  
Attorney in Fact

**APPENDIX C  
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.**

MTC SAFE’s commissioners include:

Alicia G. Aguirre	Federal D. Glover	Joe Pirzynski
Tom Azumbrado	Scott Haggerty	Jean Quan
Tom Bates	Anne W. Halsted	Bijan Sartipi
David Campos	Steve Kinsey	James P. Spering
Dave Cortese	Sam Liccardo	Adrienne J. Tissier
Bill Dodd	Mark Luce	Scott Weiner
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 SAFE 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 SAFE 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 SAFE 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 D  
REFERENCE FORM**

Name of Bidding Company \_\_\_\_\_  
Representative Name & Title \_\_\_\_\_  
Phone Number \_\_\_\_\_

References must not be relatives of the Bidder's representatives or owners. References must not be a relative of the Contractor's representative or owners. The references given must be for clients with projects completed within the last five (5) years that are similar in nature to the Project described in *Appendix A-1, Scope of Work*. Only those references listed below shall be contacted. It is the Bidder's sole responsibility to list reliable and responsive references.

Contractor's References (Provide 3 clients)

1. **Client's Name** \_\_\_\_\_  
Service Provided \_\_\_\_\_  
Contact Person/Title \_\_\_\_\_  
Address \_\_\_\_\_  
City & Zip Code \_\_\_\_\_  
Phone Number & Email \_\_\_\_\_
  
2. **Client's Name** \_\_\_\_\_  
Service Provided \_\_\_\_\_  
Contact Person/Title \_\_\_\_\_  
Address \_\_\_\_\_  
City & Zip Code \_\_\_\_\_  
Phone Number & Email \_\_\_\_\_
  
3. **Client's Name** \_\_\_\_\_  
Services Provided \_\_\_\_\_  
Contact Person/Title \_\_\_\_\_  
Address \_\_\_\_\_  
City & Zip Code \_\_\_\_\_  
Phone Number & Email \_\_\_\_\_

**APPENDIX E**  
**SUBCONTRACTORS FORM**

List ALL Subcontractors who Contractor expects to perform work on this project in excess of ½ of 1% of the total bid price or \$10,000, whichever is greater.

1. Name of Subcontractor \_\_\_\_\_  
Representative Name & Title \_\_\_\_\_  
Phone No. \_\_\_\_\_  
Work to Be Performed \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Name of Subcontractor \_\_\_\_\_  
Representative Name & Title \_\_\_\_\_  
Phone No. \_\_\_\_\_  
Work to Be Performed \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. Name of Subcontractor \_\_\_\_\_  
Representative Name & Title \_\_\_\_\_  
Phone No. \_\_\_\_\_  
Work to Be Performed \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## **APPENDIX F**

### **GENERAL CONDITIONS FOR MTC SAFE PURCHASE ORDERS**

#### **1. DEFINITIONS**

- a. MTC SAFE. Includes the Metropolitan Transportation Commission, the Metropolitan Transportation Commission Service Authority for Freeways and Expressways, or the Bay Area Toll Authority.
- b. Supplier. The individual, firm, partnership, corporation or combination thereof to whom a Purchase Order is mailed or otherwise furnished by MTC SAFE.
- c. Contract. The legal agreement between MTC SAFE and the Supplier, which includes the terms of any written solicitation of Bids or Proposals and any deviation from the written specifications expressly accepted by MTC SAFE ; the Supplier's bid, proposal, or offer; and all terms and conditions set forth in or attached to this Purchase Order. In the event of a conflict between one or more provisions of the Contract, the more specific or stringent provision with respect to Supplier's performance of the work shall apply.

#### **2. ACCEPTANCE OF OFFER**

This purchase order constitutes MTC SAFE's acceptance of Supplier's offer and becomes a binding contract, as defined above, when it is signed by MTC SAFE and mailed to Supplier. No revisions to or assignments of this order shall be valid unless in writing and signed by an authorized representative of MTC SAFE.

#### **3. PERFORMANCE OF WORK**

Supplier shall accomplish all the work and furnish all materials necessary for the completion of the work in a good, workmanlike and thorough manner and to the satisfaction of MTC SAFE, in accordance with the Contract.

#### **4. CONTRACT PRICE**

The firm fixed price(s) or other maximum payment set out in this purchase order, which includes full compensation to Supplier for performing all work required by the Contract, including all applicable federal, state and local taxes.

#### **5. VARIATION IN QUANTITY, QUALITY OR PERFORMANCE**

Any variation in the quantity, quality or performance of any item or service called for by this order shall be grounds for termination by default by MTC SAFE, as provided in 8a, unless approved by MTC SAFE in writing.

#### **6. PACKAGING AND CRATING**

All items shall be packed by Supplier in suitable containers for protection in shipment and storage. Prices set forth in this order include all charges for Supplier's packing, crating and marking for transportation to f.o.b. point.

#### **7. INSPECTION AND ACCEPTANCE**

Inspection and acceptance will be at destination, unless otherwise provided. Until delivery and acceptance, and after any rejections, risk of loss will be on the Supplier.

#### **8. TERMINATION**

- a. If Supplier fails to comply with any of the provisions of the Contract, or in the event Supplier becomes the subject of a proceeding under state or federal law for relief of creditors, or if Supplier makes

an assignment for the benefit of creditors, MTC SAFE shall have the right to hold Supplier in default and cancel this order in whole or in part. In each event, MTC SAFE may obtain the items covered by the cancelled order from another Supplier and, if Supplier was selected as a result of a competitive procurement process, Supplier shall reimburse MTC SAFE for the excess cost to MTC SAFE, if any.

b. Without affecting its right to cancel this order under paragraph (a) above, MTC SAFE may terminate this order in whole or in part prior to shipment of goods or provision of services at no cost by providing written notice to the Supplier. In such event, MTC SAFE shall reimburse Supplier for non-recoverable costs incurred to date, not to exceed the Contract Price.

#### 9. SCHEDULE

Unless otherwise agreed, material commitments and production arrangements should not be made by Supplier in excess of the amount or in advance of the time necessary to meet the specified delivery schedule. Time is of the essence in filling this order, and it is Supplier's responsibility to comply with MTC SAFE's delivery directions and/or schedule. Failure to deliver any item or provide any service called for by the contract within the time called for shall be grounds for termination for default as provided in 8.a.

#### 10. INDEMNIFICATION

Supplier shall indemnify and hold harmless MTC SAFE and its commissioners, directors, officers, agents, and employees from and against all claims, demands, suits, loss, damage, injury and liability (including any and all costs and expenses incurred in connection therewith) incurred by reason of any negligent or otherwise wrongful act or omission of Supplier in connection with Supplier's performance of the Contract, including delivery of materials or equipment to MTC SAFE at the time and point of delivery indicated when delivery is an obligation of Supplier under the Contract.

#### 11. INDEPENDENT CONTRACTOR

Supplier is an independent contractor and not an employee or agent of MTC SAFE.

#### 12. PAYMENT

Supplier shall submit an invoice to MTC SAFE within thirty days after completion of work, unless otherwise specified in purchase order. MTC SAFE will pay invoices no later than thirty (30) days after their receipt conditioned upon approval of work done and amount billed. Invoices shall be made in writing and delivered or mailed to MTC SAFE as follows: Accounting Section, MTC SAFE, Joseph P. Bort MetroCenter, 101 Eighth Street, Oakland, CA 94607-4700.

## APPENDIX G INSURANCE REQUIREMENTS

Minimum Coverages. The insurance requirements specified in this section shall cover CONTRACTOR’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 CONTRACTOR authorizes to work under this Agreement (hereinafter referred to as “Agents.”) CONTRACTOR shall, at its own expense, obtain and maintain in effect at all times during the life of the Agreement as a result of this IFB, 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 the Agreement as a result of this IFB.

CONTRACTOR 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, CONTRACTOR 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 CONTRACTOR’s indemnity obligation as to itself or any of its Agents in the absence of coverage.

In the event CONTRACTOR 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 CONTRACTOR’s insurance be primary without right of contribution from MTC SAFE. Prior to beginning work under this contract as a result of this IFB, CONTRACTOR shall provide MTC SAFE with satisfactory evidence of compliance with the insurance requirements of this section.

Yes (√)	<b>Please certify by checking the boxes at left that required coverages will be provided within five (5) days of MTC SAFE’s notice to firm that it has been selected.</b>
—	<u>Workers' Compensation Insurance</u> with Statutory limits, and Employer’s Liability insurance with a limit of not less than \$5,000,000 per employee and \$5,000,000 per accident, and any and all other coverage of CONTRACTOR’s employees as may be required by applicable law. Such policy shall contain a Waiver of Subrogation in favor of MTC SAFE. Such Workers Compensation & Employers Liability may be waived, if and only for as long as CONTRACTOR is a sole proprietor or a corporation with stock 100% owned by officers with no employees.
—	<u>Commercial General Liability Insurance</u> for Bodily Injury and Property Damage liability, covering the operations of CONTRACTOR and CONTRACTOR’s officers, agents, and employees and with limits of liability which shall not be less than \$5,000,000 combined single limit per occurrence with a general aggregate liability of not less than \$5,000,000, and Personal & Advertising Injury liability with a limit of not less than \$5,000,000. Such policy

	<p>shall contain a Waiver of Subrogation in favor of MTC SAFE. MTC SAFE and those entities listed in Section I of this Appendix G, 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 CONTRACTOR's operations.</p>
<p>—</p>	<p><u>Business Automobile Insurance</u> for all automobiles owned (if any), used or maintained by CONTRACTOR and CONTRACTOR'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 \$5,000,000 combined single limit per accident.</p>
<p>—</p>	<p><u>Umbrella Insurance</u> in the amount of \$4,000,000 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>Property Insurance</u> covering CONTRACTOR'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 MTC SAFE (if any). 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 MTC SAFE.</p>

**B. Acceptable Insurers**

All policies will be issued by insurers acceptable to MTC SAFE, generally with a Best's Rating of A-VIII or better.

**C. Self-Insurance**

CONTRACTOR's obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance, upon evidence of financial capacity satisfactory to MTC SAFE.

**D. Deductibles and Retentions**

CONTRACTOR shall be responsible for payment of any deductible or retention on CONTRACTOR's policies without right of contribution from MTC SAFE. 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 MTC SAFE seeks coverage as an additional insured under any CONTRACTOR insurance policy that contains a deductible or self-insured retention, CONTRACTOR 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 CONTRACTOR, subconsultant, subcontractor, or any of their employees, officers or directors, even if CONTRACTOR 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, CONTRACTOR 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, CONTRACTOR 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 CONTRACTOR’s personnel, subcontractors, and equipment have been removed from MTC SAFE’s property, and the work or services have been formally accepted. CONTRACTOR must notify MTC SAFE 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, CONTRACTOR shall deliver to MTC SAFE 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 CONTRACTOR are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by CONTRACTOR pursuant hereto, including, but not limited to, liability assumed pursuant to Indemnification of the Agreement.

#### I. Additional Insureds

The following entities are to be named as Additional Insureds under applicable sections of insurance and as MTC SAFE Indemnified Parties, pursuant to Indemnification of the Agreement.

- California Highway Patrol (CHP)
- California Department of Transportation (Caltrans)

**By signing below, you acknowledge and agree to provide the required certificate of insurance providing verification of the minimum insurance requirements listed above within five (5) days of MTC SAFE's notice to firm that it is the successful bidder.**

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 MTC SAFE's attention no later than the date for protesting IFB provisions. If such objections are not brought to MTC SAFE's attention consistent with the protest provisions of this IFB, compliance with the insurance requirements will be assumed.**

**APPENDIX H**  
**WAGE DETERMINATION**

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

CRAFT: #CARPENTER AND RELATED TRADES

**DETERMINATION:** NC-23-31-1-2013-1

**ISSUE DATE:** August 22, 2013

**EXPIRATION DATE OF DETERMINATION:** June 30, 2014\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

**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 (Journey person)	Basic Hourly Rate	Employer Payments					Straight - Time		Overtime Hourly Rate				Sunday and Holiday <sup>j</sup>
		Health and Welfare <sup>e</sup>	Pension	Vacation/ Holiday <sup>d</sup>	Training	Other Payments <sup>c</sup>	Hours	Total Hourly Rate	Daily	Saturday <sup>g</sup>			
									1 1/2X <sup>f</sup>	2X	1 1/2X <sup>g</sup>	2X	
<b><sup>b</sup> Area 1</b>													
Carpenter	\$39.35	\$10.70	\$8.85	\$4.10	\$0.68	\$2.44	8	\$66.12	\$85.80	\$105.47	\$85.80	\$105.47	\$105.47
Hardwood Floorlayer, Power Operator, Saw Filer, Shingler, Scaffold and Steel Shoring Erector	\$39.50	\$10.70	\$8.85	\$4.10	\$0.68	\$2.44	8	\$66.27	\$86.02	\$105.77	\$86.02	\$105.77	\$105.77
<b><sup>b</sup> Area 2</b>													
Carpenter	\$33.47	\$10.70	\$8.85	\$4.10	\$0.68	\$2.44	8	\$60.24	\$76.98	\$93.71	\$76.98	\$93.71	\$93.710
Hardwood Floorlayer, Power Operator, Saw Filer, Shingler, Scaffold and Steel Shoring Erector	\$33.62	\$10.70	\$8.85	\$4.10	\$0.68	\$2.44	8	\$60.39	\$77.20	\$94.01	\$77.20	\$94.01	\$94.01
<b><sup>b</sup> Area 3<sup>j</sup></b>													
Carpenter	\$33.47	\$10.70	\$8.85	\$4.10	\$0.68	\$2.44	8	\$60.24	\$76.98	\$93.71	\$76.98	\$93.71	\$93.71
Hardwood Floorlayer, Power Operator, Saw Filer, Shingler, Scaffold and Steel Shoring Erector	\$33.62	\$10.70	\$8.85	\$4.10	\$0.68	\$2.44	8	\$60.39	\$77.20	\$94.01	\$77.20	\$94.01	\$94.01
<b><sup>b</sup> Area 4<sup>j</sup></b>													
Carpenter	\$32.12	\$10.70	\$8.85	\$4.10	\$0.68	\$2.44	8	\$58.89	\$74.95	\$91.01	\$74.95	\$91.01	\$91.01
Hardwood Floorlayer, Power Operator, Saw Filer, Shingler, Scaffold and Steel Shoring Erector	\$32.27	\$10.70	\$8.85	\$4.10	\$0.68	\$2.44	8	\$59.04	\$75.18	\$91.31	\$75.18	\$91.31	\$91.31

**DETERMINATION:** NC-23-31-1-2013-1A

**ISSUE DATE:** August 22, 2013

**EXPIRATION DATE OF DETERMINATION:** June 30, 2014\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

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

CLASSIFICATION (Journey person)	Basic Hourly Rate	Employer Payments					Straight - Time		Overtime Hourly Rate				Sunday and Holiday <sup>j</sup>
		Health and Welfare <sup>e</sup>	Pension	Vacation/ Holiday <sup>d</sup>	Training	Other Payments <sup>c</sup>	Hours	Total Hourly Rate	Daily	Saturday <sup>g</sup>			
									1 1/2X <sup>f</sup>	2X	1 1/2X <sup>g</sup>	2X	
Bridge Builder/Highway Carpenter	\$39.35	\$10.70	\$8.85	\$4.10	\$0.68	\$2.44	8.0	\$66.12	\$85.80	\$105.47	\$85.80	\$105.47	\$105.47

**Footnote and Millwright listed on page 34A**

(Recognized Holidays and Subsistence Payment footnotes also listed on page 34A)

**DETERMINATION:** NC-23-31-1-2013-1B

**ISSUE DATE:** August 22, 2013

**EXPIRATION DATE OF DETERMINATION:** June 30, 2014\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

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

CLASSIFICATION (Journey person)	Basic Hourly Rate	Employer Payments					Straight – Time		Overtime Hourly Rate				
		Health and Welfare <sup>e</sup>	Pension	Vacation/ Holiday <sup>d</sup>	Training	Other Payments <sup>b</sup>	Hours	Total Hourly Rate	Daily		Saturday <sup>a</sup>		Sunday and Holiday <sup>j</sup>
									1 1/2X <sup>f</sup>	2X	1 1/2X <sup>g</sup>	2X	
<sup>b</sup> Area 1 Millwright	\$39.45	\$10.70	\$8.85	\$4.19	\$0.68	\$3.95	8	\$67.82	\$87.55	\$107.27	\$87.55	\$107.27	\$107.27
<sup>b</sup> Area 2 Millwright	\$35.97	\$10.70	\$8.85	\$4.19	\$0.68	\$3.95	8	\$64.34	\$82.33	\$100.31	\$82.33	\$100.31	\$100.31
<sup>b</sup> Area 3 <sup>j</sup> Millwright	\$35.97	\$10.70	\$8.85	\$4.19	\$0.68	\$3.95	8	\$64.34	\$82.33	\$100.31	\$82.33	\$100.31	\$100.31
<sup>b</sup> Area 4 <sup>j</sup> Millwright	\$34.62	\$10.70	\$8.85	\$4.19	\$0.68	\$3.95	8	\$62.99	\$80.30	\$97.61	\$80.30	\$97.61	\$97.61

**DETERMINATION:** NC-23-31-1-2013-1, NC-23-31-1-2013-1A and NC-23-31-1-2013-1B

# 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> Saturdays in the same work week may be worked at straight-time if job is shut down during the normal work week due to inclement weather or major mechanical breakdown.

<sup>b</sup> **AREA 1** - Alameda, Contra Costa, Marin, Napa, San Francisco, San Mateo, Santa Clara, Solano, and Sonoma Counties.

**AREA 2** - Monterey, San Benito, and Santa Cruz Counties.

**AREA 3** - El Dorado, Placer, Sacramento, San Joaquin and Yolo Counties.

**AREA 4** - Alpine, Amador, Butte, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Mariposa, Mendocino, Merced, Modoc, Nevada, Placer, Plumas, Shasta, Sierra, Siskiyou, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, and Yuba Counties.

<sup>c</sup> Includes an amount for UBC Health & Safety Fund and National Apprenticeship fund.

<sup>d</sup> Includes an amount per hour worked for Work Fees. The Vacation amount is \$2.45 per hour worked for Carpenter; \$2.35 per hour worked for Millwright.

<sup>e</sup> Annuity Trust Fund, Industry Promotion, and Carpenter Employers Contract Administration.

<sup>f</sup> For building construction, rate applies to the first 4 hours daily overtime. For all heavy, highway and engineering construction overtime worked, Monday through Friday, rate applies to the first 4 hours daily overtime.

<sup>g</sup> Rate applies to the first 8 hours for building construction and for the first 10 hours worked on heavy, highway and engineering construction.

<sup>h</sup> Millwright Annuity Trust Fund, Industry Promotion, and Work Preservation.

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

<sup>j</sup> Area 3 includes the portion of Placer County west of and including Highway 49 and the portion of El Dorado County west of and including Highway 49 and the territory inside the city limits of Placerville. Area 4 includes the portions of Placer and El Dorado Counties not covered in Area 3.

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

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

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

CRAFT: #CARPENTER AND RELATED TRADES (SECOND SHIFT)\*

**DETERMINATION:** NC-23-31-1-2013-1

**ISSUE DATE:** August 22, 2013

**EXPIRATION DATE OF DETERMINATION:** June 30, 2014\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

**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 (Journey person)	Basic Hourly Rate	Employer Payments					Straight - Time		Overtime Hourly Rate <sup>a</sup>				
		Health and Welfare <sup>d</sup>	Pension	Vacation/ Holiday <sup>c</sup>	Training	Other Payments <sup>f</sup>	Hours <sup>e</sup>	Total Hourly Rate	Daily	Saturday <sup>b</sup>	Sunday and Holiday <sup>k</sup>		
<b><sup>c</sup> Area 1</b>													
Carpenter	\$41.97	\$10.70	\$8.85	\$4.10	\$0.68	\$2.44	7.5	\$68.74	\$85.80	\$105.47	\$85.80	\$105.47	\$105.47
Hardwood Floorlayer, Power Saw Operator, Saw Filer, Shingler, Steel Scaffold and Steel Shoring Erector	\$42.13	\$10.70	\$8.85	\$4.10	\$0.68	\$2.44	7.5	\$68.90	\$86.02	\$105.77	\$86.02	\$105.77	\$105.77
<b><sup>c</sup> Area 2</b>													
Carpenter	\$35.70	\$10.70	\$8.85	\$4.10	\$0.68	\$2.44	7.5	\$62.47	\$76.98	\$93.71	\$76.98	\$93.71	\$93.71
Hardwood Floorlayer, Power Saw Operator, Saw Filer, Shingler, Steel Scaffold and Steel Shoring Erector	\$35.86	\$10.70	\$8.85	\$4.10	\$0.68	\$2.44	7.5	\$62.63	\$77.20	\$94.01	\$77.20	\$94.01	\$94.01
<b><sup>c</sup> Area 3<sup>l</sup></b>													
Carpenter	\$35.70	\$10.70	\$8.85	\$4.10	\$0.68	\$2.44	7.5	\$62.47	\$76.98	\$93.71	\$76.98	\$93.71	\$93.71
Hardwood Floorlayer, Power Saw Operator, Saw Filer, Shingler, Steel Scaffold and Steel Shoring Erector	\$35.86	\$10.70	\$8.85	\$4.10	\$0.68	\$2.44	7.5	\$62.63	\$77.20	\$94.01	\$77.20	\$94.01	\$94.01
<b><sup>c</sup> Area 4<sup>l</sup></b>													
Carpenter	\$34.26	\$10.70	\$8.85	\$4.10	\$0.68	\$2.44	7.5	\$61.03	\$74.95	\$91.01	\$74.95	\$91.01	\$91.01
Hardwood Floorlayer, Power Saw Operator, Saw Filer, Shingler, Steel Scaffold and Steel Shoring Erector	\$34.42	\$10.70	\$8.85	\$4.10	\$0.68	\$2.44	7.5	\$61.19	\$75.18	\$91.31	\$75.18	\$91.31	\$91.31

**DETERMINATION:** NC-23-31-1-2013-1A

**ISSUE DATE:** August 22, 2013

**EXPIRATION DATE OF DETERMINATION:** June 30, 2014\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

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

CLASSIFICATION (Journey person)	Basic Hourly Rate	Employer Payments					Straight - Time		Overtime Hourly Rate <sup>a</sup>				
		Health and Welfare <sup>d</sup>	Pension	Vacation/ Holiday <sup>c</sup>	Training	Other Payments <sup>f</sup>	Hours <sup>e</sup>	Total Hourly Rate	Daily	Saturday <sup>b</sup>	Sunday and Holiday <sup>k</sup>		
Bridge Builder/Highway Carpenter	\$41.97	\$10.70	\$8.85	\$4.10	\$0.68	\$2.44	7.5	\$68.74	\$85.80	\$105.47	\$85.80	\$105.47	\$105.47

Continued on page 34C

(Recognized Holidays and Subsistence Payment footnotes also listed on page 34C)

**DETERMINATION:** NC-23-31-1-2013-1B

**ISSUE DATE:** August 22, 2013

**EXPIRATION DATE OF DETERMINATION:** June 30, 2014\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

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

CLASSIFICATION (Journey person)	Basic Hourly Rate	Employer Payments					Straight - Time		Overtime Hourly Rate <sup>a</sup>				
		Health and Welfare <sup>d</sup>	Pension	Vacation/ Holiday <sup>e</sup>	Training	Other Payments <sup>j</sup>	Hours <sup>f</sup>	Total Hourly Rate	Daily	Saturday <sup>b</sup>		Sunday and Holiday <sup>k</sup>	
									1 1/2X <sup>h</sup>	2X	1 1/2X <sup>i</sup>	2X	
<sup>c</sup> <b>Area 1</b>													
Millwright	\$42.08	\$10.70	\$8.85	\$4.19	\$0.68	\$3.95	7.5	\$70.45	\$87.55	\$107.27	\$87.55	\$107.27	\$107.27
<sup>c</sup> <b>Area 2</b>													
Millwright	\$38.37	\$10.70	\$8.85	\$4.19	\$0.68	\$3.95	7.5	\$66.74	\$82.33	\$100.31	\$82.33	\$100.31	\$100.31
<sup>c</sup> <b>Area 3<sup>l</sup></b>													
Millwright	\$38.37	\$10.70	\$8.85	\$4.19	\$0.68	\$3.95	7.5	\$66.74	\$82.33	\$100.31	\$82.33	\$100.31	\$100.31
<sup>c</sup> <b>Area 4<sup>l</sup></b>													
Millwright	\$36.93	\$10.70	\$8.85	\$4.19	\$0.68	\$3.95	7.5	\$65.30	\$80.30	\$97.61	\$80.30	\$97.61	\$97.61

**DETERMINATION:** NC-23-31-1-2013-1, NC-23-31-1-2013-1A and NC-23-31-1-2013-1B (FOR SECOND AND THIRD SHIFTS)

# 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>.

\* Does not apply to tenant improvement or renovation projects in occupied buildings with a total contract value of \$5 million or less.

<sup>a</sup> The overtime rates for shift work are based on the non-shift overtime rates on page 34.

<sup>b</sup> Saturdays in the same work week may be worked at straight-time if job is shut down during the normal work week due to inclement weather or major mechanical breakdown.

<sup>c</sup> **AREA 1** - Alameda, Contra Costa, Marin, Napa, San Francisco, San Mateo, Santa Clara, Solano, and Sonoma Counties.

**AREA 2** - Monterey, San Benito, and Santa Cruz Counties.

**AREA 3** - El Dorado, Placer, Sacramento, San Joaquin and Yolo Counties.

**AREA 4** - Alpine, Amador, Butte, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Mariposa, Mendocino, Merced, Modoc, Nevada, Placer, Plumas, Shasta, Sierra, Siskiyou, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, and Yuba Counties.

<sup>d</sup> Includes an amount for UBC Health & Safety Fund and National Apprenticeship fund.

<sup>e</sup> Includes an amount per hour worked for Work Fees. The Vacation amount is \$2.45 per hour worked for Carpenter; \$2.35 per hour worked for Millwright.

<sup>f</sup> Annuity Trust Fund, Industry Promotion, and Carpenter Employers Contract Administration.

<sup>g</sup> Daily overtime applies after 7 1/2 hours worked at the straight-time rate for second shift and after 7 hours worked at the straight-time rate for third shift.

<sup>h</sup> For building construction, rate applies to the first 2 hours prior to the start of the regular or approved day, or the first 4 hours after the end of the approved or regular work day, not to exceed a total of 4 hours in any 1 work day. For heavy, highway and engineering construction rate applies to the first 4 hours prior to the start of the regular or approved day, or the first 4 hours after the end of the approved or regular work day, not to exceed a total of 4 hours in any 1 work day

<sup>i</sup> Rate applies to the first 8 hours for building construction and for the first 10 hours worked on heavy, highway and engineering construction.

<sup>j</sup> Millwright Annuity Trust Fund, Industry Promotion, and Work Preservation.

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

<sup>l</sup> Area 3 includes the portion of Placer County west of and including Highway 49 and the portion of El Dorado County west of and including Highway 49 and the territory inside the city limits of Placerville. Area 4 includes the portions of Placer and El Dorado Counties not covered in Area 3.

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

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

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

CRAFT: #CARPENTER AND RELATED TRADES (THIRD SHIFT)\*

**DETERMINATION:** NC-23-31-1-2013-1

**ISSUE DATE:** August 22, 2013

**EXPIRATION DATE OF DETERMINATION:** June 30, 2014\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

**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 (Journey person)	Basic Hourly Rate	Employer Payments					Straight – Time		Overtime Hourly Rate <sup>a</sup>				
		Health and Welfare <sup>d</sup>	Pension	Vacation/ Holiday <sup>e</sup>	Training	Other Payments <sup>f</sup>	Hours <sup>g</sup>	Total Hourly Rate	Daily		Saturday <sup>h</sup>		Sunday and Holiday <sup>k</sup>
									1 1/2X <sup>h</sup>	2X	1 1/2X <sup>i</sup>	2X	
<b><sup>c</sup> Area 1</b>													
Carpenter	\$44.97	\$10.70	\$8.85	\$4.10	\$0.68	\$2.44	7	\$71.74	\$85.80	\$105.47	\$85.80	\$105.47	\$105.47
Hardwood Floorlayer, Power Saw Operator, Saw Filer, Shingler, Steel Scaffold and Steel Shoring Erector	\$45.14	\$10.70	\$8.85	\$4.10	\$0.68	\$2.44	7	\$71.91	\$86.02	\$105.77	\$86.02	\$105.77	\$105.77
<b><sup>c</sup> Area 2</b>													
Carpenter	\$38.25	\$10.70	\$8.85	\$4.10	\$0.68	\$2.44	7	\$65.02	\$76.98	\$93.71	\$76.98	\$93.71	\$93.71
Hardwood Floorlayer, Power Saw Operator, Saw Filer, Shingler, Steel Scaffold and Steel Shoring Erector	\$38.42	\$10.70	\$8.85	\$4.10	\$0.68	\$2.44	7	\$65.19	\$77.20	\$94.01	\$77.20	\$94.01	\$94.01
<b><sup>c</sup> Area 3<sup>l</sup></b>													
Carpenter	\$38.25	\$10.70	\$8.85	\$4.10	\$0.68	\$2.44	7	\$65.02	\$76.98	\$93.71	\$76.98	\$93.71	\$93.71
Hardwood Floorlayer, Power Saw Operator, Saw Filer, Shingler, Steel Scaffold and Steel Shoring Erector	\$38.42	\$10.70	\$8.85	\$4.10	\$0.68	\$2.44	7	\$65.19	\$77.20	\$94.01	\$77.20	\$94.01	\$94.01
<b><sup>c</sup> Area 4<sup>l</sup></b>													
Carpenter	\$36.71	\$10.70	\$8.85	\$4.10	\$0.68	\$2.44	7	\$63.48	\$74.95	\$91.01	\$74.95	\$91.01	\$91.01
Hardwood Floorlayer, Power Saw Operator, Saw Filer, Shingler, Steel Scaffold and Steel Shoring Erector	\$36.88	\$10.70	\$8.85	\$4.10	\$0.68	\$2.44	7	\$63.65	\$75.18	\$91.31	\$75.18	\$91.31	\$91.31

Footnotes listed on page 34C

(Recognized Holidays and Subsistence Payment footnotes also listed on page 34C)

**DETERMINATION:** NC-23-31-1-2013-1A  
**ISSUE DATE:** August 22, 2013

**EXPIRATION DATE OF DETERMINATION:** June 30, 2014\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

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

CLASSIFICATION (Journey person)	Basic Hourly Rate	Employer Payments					Straight – Time		Overtime Hourly Rate <sup>a</sup>				
		Health and Welfare <sup>d</sup>	Pension	Vacation/ Holiday <sup>e</sup>	Training	Other Payments <sup>f</sup>	Hours <sup>g</sup>	Total Hourly Rate	Daily 1 1/2X <sup>h</sup>	2X	Saturday <sup>b</sup> 1 1/2X <sup>i</sup>	2X	Sunday and Holiday <sup>k</sup>
Bridge Builder/Highway Carpenter	\$44.97	\$10.70	\$8.85	\$4.10	\$0.68	\$2.44	7	\$71.74	\$85.80	\$105.47	\$85.80	\$105.47	\$105.47

**DETERMINATION:** NC-23-31-1-2013-1B  
**ISSUE DATE:** August 22, 2013

**EXPIRATION DATE OF DETERMINATION:** June 30, 2014\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

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

CLASSIFICATION (Journey person)	Basic Hourly Rate	Employer Payments					Straight – Time		Overtime Hourly Rate <sup>a</sup>				
		Health and Welfare <sup>d</sup>	Pension	Vacation/ Holiday <sup>e</sup>	Training	Other Payments <sup>j</sup>	Hours <sup>g</sup>	Total Hourly Rate	Daily 1 1/2X <sup>h</sup>	2X	Saturday <sup>b</sup> 1 1/2X <sup>i</sup>	2X	Sunday and Holiday <sup>k</sup>
<sup>c</sup> Area 1 Millwright	\$45.09	\$10.70	\$8.85	\$4.19	\$0.68	\$3.95	7	\$73.46	\$87.55	\$107.27	\$87.55	\$107.27	\$107.27
<sup>c</sup> Area 2 Millwright	\$41.11	\$10.70	\$8.85	\$4.19	\$0.68	\$3.95	7	\$69.48	\$82.33	\$100.31	\$82.33	\$100.31	\$100.31
<sup>c</sup> Area 3 <sup>l</sup> Millwright	\$41.11	\$10.70	\$8.85	\$4.19	\$0.68	\$3.95	7	\$69.48	\$82.33	\$100.31	\$82.33	\$100.31	\$100.31
<sup>c</sup> Area 4 <sup>l</sup> Millwright	\$39.57	\$10.70	\$8.85	\$4.19	\$0.68	\$3.95	7	\$67.94	\$80.30	\$97.61	\$80.30	\$97.61	\$97.61

Footnotes listed on page 34C

(Recognized Holidays and Subsistence Payment footnotes also listed on page 34C)

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



September 1, 2013

**IMPORTANT NOTICE TO CD RECIPIENTS, AWARING BODIES,  
AND ALL INTERESTED PARTIES REGARDING A CORRECTION  
TO THE DIRECTOR'S GENERAL PREVAILING WAGE DETERMINATIONS**

Dear Public Official/Other Interested Parties:

**CRAFT:** Carpenter (All Shifts)

**DETERMINATION:** NC-23-31-1-2013-1, NC-23-31-1-2013-1A, NC-23-31-1-2013-1B

**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.

Footnote "a" on pages 34 and 34A and Footnote "b" on pages 34B, 34C, 34D, and 34E that read "Saturdays in the same work week may be worked at straight-time if job is shut down during the normal work week due to inclement weather or major mechanical breakdown" are incorrect.

The correct footnote should read as follows: In the event that work cannot be performed Monday through Friday because of inclement weather or major mechanical breakdown, employees may voluntarily make up such day on Saturday and shall be paid at the applicable straight time rates.

*With the exception of this correction, all of the wage rates and other conditions found in the above referenced determinations remain unchanged.*

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 INCREASE FOR  
**CARPENTER AND RELATED TRADES (NC-23-31-1-2013-1)**  
**ALL AREAS AND ALL SHIFTS**

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

This predetermined increase for the above named craft applies only to the current determination for work being performed on public works projects with bid advertisement dates *on or after September 1, 2013*, until this determination is superseded by a new determination or a predetermined increase modification notice becomes effective.

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

**CARPENTER (Except Millwright and Bridge Builder): All Areas and All Shifts**

Determination NC-23-31-1-2013-1 is currently in effect and expires on June 30, 2014\*\*. The predetermined increases applicable to Determination NC-23-31-1-2013-1 are as follows:

**Effective July 1, 2014**, there will be an increase of \$1.95 allocated to wages and/or fringes.

There will be no further increases applicable to this determination.



## PREDETERMINED INCREASE FOR

**CARPENTER AND RELATED TRADES (NC-23-31-1-2013-1A)**  
**BRIDGE BUILDER/HIGHWAY CARPENTER (ALL AREAS AND ALL SHIFTS)**

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

This predetermined increase for the above named craft applies only to the above referenced determination for work being performed on public works projects with bid advertisement dates *on or after September 1, 2013*, until this determination is superseded by a new determination or a predetermined increase modification notice becomes effective.

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

**BRIDGE BUILDER/HIGHWAY CARPENTER (All Areas and All Shifts):**

Determination NC-23-31-1-2013-1A is currently in effect and expires on June 30, 2014\*\*. The predetermined increases applicable to Determination NC-23-31-1-2013-1A are as follows:

**Effective July 1, 2014**, there will be an increase of \$1.95 allocated to wages and/or fringes.

There will be no further increases applicable to this determination.



## PREDETERMINED INCREASE FOR

**CARPENTER AND RELATED TRADES (NC-23-31-1-2013-1B)**  
**MILLWRIGHT (ALL AREAS AND ALL SHIFTS)**

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

This predetermined increase for the above named craft applies only to the above referenced determination for work being performed on public works projects with bid advertisement dates *on or after September 1, 2013*, until this determination is superseded by a new determination or a predetermined increase modification notice becomes effective.

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

**MILLWRIGHT (All Areas and All Shifts):**

Determination NC-23-31-1-2013-1B is currently in effect and expires on June 30, 2014\*\*. The predetermined increases applicable to Determination NC-23-31-1-2013-1B are as follows:

**Effective July 1, 2014**, there will be an increase of \$1.95 allocated to wages and/or fringes.

There will be no further increases applicable to this determination.

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

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

**CRAFT: # CEMENT MASON**

**DETERMINATION:** NC-23-203-1-2013-2

**ISSUE DATE:** August 22, 2013

**EXPIRATION DATE OF DETERMINATION:** June 29, 2014\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.

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

CLASSIFICATION (JOURNEYPERSON)	Employer Payments					Straight-Time		Overtime Hourly Rate		
	Basic Hourly Rate	Health and Welfare	Pension	Vacation and Holiday	Training	Hours	Total Hourly Rate	Daily 1 1/2X	Saturday <sup>a</sup> 1 1/2X	Sunday and Holiday
Cement Mason	\$29.07	8.05	9.30	5.22 <sup>b</sup>	0.47	8	52.11	66.645	66.645 <sup>c</sup>	81.18
Mastic Magnesite Gypsum, Epoxy, Polyester, Resin and all composition masons, swing or slip form scaffolds	\$29.82	8.05	9.30	5.22 <sup>b</sup>	0.47	8	52.86	67.77	67.77 <sup>c</sup>	82.68

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

<sup>a</sup> Saturdays in the same work week may be worked at straight time if a job is shut down during the normal work week due to inclement weather or major mechanical breakdown (limited to curb and gutter machine, concrete pump, and concrete plant).

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

<sup>c</sup> Rate applies to the first 8 hours of work on Saturday. All other hours worked on Saturday are paid at the Sunday/Holiday rate.

**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.

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 CEMENT MASON (NC-23-203-1-2013-2)

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

This predetermined increase for the above named craft applies only to the current determination for work being performed on public works projects with bid advertisement dates on or after **September 1, 2013**, until this determination is superseded by a new determination or a predetermined increase modification notice becomes effective.

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

### **CEMENT MASON: All Classifications**

Determination NC-23-203-1-2013-2 is currently in effect and expires on June 29, 2014\*\*.

**Effective June 30, 2014**, there will be an increase of \$1.55: \$0.50 to Pension, \$1.05 to be allocated to wages and/or employer payments.

**Effective June 29, 2015**, there will be an increase of \$1.70: \$0.50 to Pension, \$1.20 to be allocated to wages and/or employer payments.

There will be no further increases applicable to this determination.

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Issued 8/22/2013, Effective 9/1/2013 until superseded.

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

**Last Updated:** September 1, 2013

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-23-102-1-2013-2

**ISSUE DATE:** AUGUST 22, 2013

**EXPIRATION DATE OF DETERMINATION:** JUNE 29, 2014\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.

**LOCALITY:** ALL LOCALITIES WITHIN ALAMEDA, ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, CONTRA COSTA, DEL NORTE, EL DORADO, FRESNO, GLENN, HUMBOLDT, KINGS, LAKE, LASSEN, MADERA, 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> (Journey person)	Basic Hourly Rate <sup>g</sup>	Employer Payments					Straight-Time		Overtime Hourly Rate		Sunday/ Holiday 2X
		Health and Welfare	Pension	Vacation and Holiday	Training	Other Payments	Hours <sup>f</sup>	Total Hourly Rate	Daily 1 1/2X	Saturday <sup>b</sup> 1 1/2X	
<b>AREA 1<sup>c</sup></b>											
Construction Specialist	28.59	6.64	9.47	2.63	0.39	0.15	8	47.87	62.165	62.165	76.46
Group 1; Group 1(B) <sup>e</sup>	27.89	6.64	9.47	2.63	0.39	0.15	8	47.17	61.115	61.115	75.06
Group 1 (A)	28.11	6.64	9.47	2.63	0.39	0.15	8	47.39	61.445	61.445	75.50
Group 1 (C)	27.94	6.64	9.47	2.63	0.39	0.15	8	47.22	61.19	61.19	75.16
Group 1 (E)	28.44	6.64	9.47	2.63	0.39	0.15	8	47.72	61.94	61.94	76.16
Group 1 (F-1)	28.47	6.64	9.47	2.63	0.39	0.15	8	47.75	61.985	61.985	76.22
Group 1 (F-2)	27.49	6.64	9.47	2.63	0.39	0.15	8	46.77	60.515	60.515	74.26
Group 1 (G)	28.09	6.64	9.47	2.63	0.39	0.15	8	47.37	61.415	61.415	75.46
Group 2	27.74	6.64	9.47	2.63	0.39	0.15	8	47.02	60.89	60.89	74.76
Group 3; Group 3(A)	27.64	6.64	9.47	2.63	0.39	0.15	8	46.92	60.74	60.74	74.56
Group 4; Group 6(B)	21.33	6.64	9.47	2.63	0.39	0.15	8	40.61	51.275 <sup>d</sup>	51.275 <sup>d</sup>	61.94 <sup>d</sup>
Group 6	28.85	6.64	9.47	2.63	0.39	0.15	8	48.13	62.555	62.555	76.98
Group 6 (A)	28.35	6.64	9.47	2.63	0.39	0.15	8	47.63	61.805	61.805	75.98
Group 6 (C)	27.76	6.64	9.47	2.63	0.39	0.15	8	47.04	60.92	60.92	74.80
Group 7 – Stage 1 (1 <sup>st</sup> 6 months)	19.35	6.64	9.47	2.63	0.39	0.15	8	38.63	48.305	48.305	57.98
Stage 2 (2 <sup>nd</sup> 6 months)	22.11	6.64	9.47	2.63	0.39	0.15	8	41.39	52.445	52.445	63.50
Stage 3 (3 <sup>rd</sup> 6 months)	24.88	6.64	9.47	2.63	0.39	0.15	8	44.16	56.60	56.60	69.04
<b>AREA 2<sup>c</sup></b>											
Construction Specialist	27.59	6.64	9.47	2.63	0.39	0.15	8	46.87	60.665	60.665	74.46
Group 1; Group 1(B) <sup>e</sup>	26.89	6.64	9.47	2.63	0.39	0.15	8	46.17	59.615	59.615	73.06
Group 1 (A)	27.11	6.64	9.47	2.63	0.39	0.15	8	46.39	59.945	59.945	73.50
Group 1 (C)	26.94	6.64	9.47	2.63	0.39	0.15	8	46.22	59.69	59.69	73.16
Group 1 (E)	27.44	6.64	9.47	2.63	0.39	0.15	8	46.72	60.44	60.44	74.16
Group 1 (F-1)	27.47	6.64	9.47	2.63	0.39	0.15	8	46.75	60.485	60.485	74.22
Group 1 (F-2)	26.49	6.64	9.47	2.63	0.39	0.15	8	45.77	59.015	59.015	72.26
Group 2	26.74	6.64	9.47	2.63	0.39	0.15	8	46.02	59.39	59.39	72.76
Group 3; Group 3(A)	26.64	6.64	9.47	2.63	0.39	0.15	8	45.92	59.24	59.24	72.56
Group 4; Group 6(B)	20.33	6.64	9.47	2.63	0.39	0.15	8	39.61	49.775 <sup>d</sup>	49.775 <sup>d</sup>	59.94 <sup>d</sup>
Group 6	27.85	6.64	9.47	2.63	0.39	0.15	8	47.13	61.055	61.055	74.98
Group 6 (A)	27.35	6.64	9.47	2.63	0.39	0.15	8	46.63	60.305	60.305	73.98
Group 6 (C)	26.76	6.64	9.47	2.63	0.39	0.15	8	46.04	59.42	59.42	72.80
Group 7 – Stage 1 (1 <sup>st</sup> 6 months)	18.77	6.64	9.47	2.63	0.39	0.15	8	38.05	47.435	47.435	56.82
Stage 2 (2 <sup>nd</sup> 6 months)	21.39	6.64	9.47	2.63	0.39	0.15	8	40.67	51.365	51.365	62.06
Stage 3 (3 <sup>rd</sup> 6 months)	24.07	6.64	9.47	2.63	0.39	0.15	8	43.35	55.385	55.385	67.42

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  
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  
HIGH SCALERS (INCLUDING DRILLING OF SAME)  
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)

**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-23-102-1-2013-2A  
**ISSUE DATE:** AUGUST 22, 2013

**EXPIRATION DATE OF DETERMINATION:** JUNE 29, 2014\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director-Research Unit for specific rates at (415) 703-4774.

**LOCALITY:** ALL LOCALITIES WITHIN ALAMEDA, ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, CONTRA COSTA, DEL NORTE, EL DORADO, FRESNO, GLENN, HUMBOLDT, KINGS, LAKE, LASSEN, MADERA, 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> (Journey person)	Employer Payments						Straight-Time		Overtime Hourly Rate		
	Basic Hourly Rate <sup>f</sup>	Health and Welfare	Pension	Vacation and Holiday	Training	Other Payments	Hours	Total Hourly Rate	Daily 1 1/2X	Saturday <sup>b</sup> 1 1/2X	Sunday/Holiday 2X
<b>AREA 1<sup>c</sup></b>											
Construction Specialist	31.59	6.64	9.47	2.63	0.39	0.15	8	50.87	66.665	66.665	82.46
Group 1; Group 1(B) <sup>e</sup>	30.89	6.64	9.47	2.63	0.39	0.15	8	50.17	65.615	65.615	81.06
Group 1 (A)	31.11	6.64	9.47	2.63	0.39	0.15	8	50.39	65.945	65.945	81.50
Group 1 (C)	30.94	6.64	9.47	2.63	0.39	0.15	8	50.22	65.69	65.69	81.16
Group 1 (E)	31.44	6.64	9.47	2.63	0.39	0.15	8	50.72	66.44	66.44	82.16
Group 1 (F-1)	31.47	6.64	9.47	2.63	0.39	0.15	8	50.75	66.485	66.485	82.22
Group 1 (F-2)	30.49	6.64	9.47	2.63	0.39	0.15	8	49.77	65.015	65.015	80.26
Group 1 (G)	31.09	6.64	9.47	2.63	0.39	0.15	8	50.37	65.915	65.915	81.46
Group 2	30.74	6.64	9.47	2.63	0.39	0.15	8	50.02	65.39	65.39	80.76
Group 3; Group 3(A)	30.64	6.64	9.47	2.63	0.39	0.15	8	49.92	65.24	65.24	80.56
Group 4; Group 6(B)	24.33	6.64	9.47	2.63	0.39	0.15	8	43.61	55.775 <sup>d</sup>	55.775 <sup>d</sup>	67.94 <sup>d</sup>
Group 6	31.85	6.64	9.47	2.63	0.39	0.15	8	51.13	67.055	67.055	82.98
Group 6 (A)	31.35	6.64	9.47	2.63	0.39	0.15	8	50.63	66.305	66.305	81.98
Group 6 (C)	30.76	6.64	9.47	2.63	0.39	0.15	8	50.04	65.42	65.42	80.80
Group 7 – Stage 1 (1 <sup>st</sup> 6 months)	22.35	6.64	9.47	2.63	0.39	0.15	8	41.63	52.805	52.805	63.98
Stage 2 (2 <sup>nd</sup> 6 months)	25.11	6.64	9.47	2.63	0.39	0.15	8	44.39	56.945	56.945	69.50
Stage 3 (3 <sup>rd</sup> 6 months)	27.88	6.64	9.47	2.63	0.39	0.15	8	47.16	61.10	61.10	75.04
<b>AREA 2<sup>c</sup></b>											
Construction Specialist	30.44	6.64	9.47	2.63	0.39	0.15	8	49.72	64.94	64.94	80.16
Group 1; Group 1(B) <sup>e</sup>	29.74	6.64	9.47	2.63	0.39	0.15	8	49.02	63.89	63.89	78.76
Group 1 (A)	29.96	6.64	9.47	2.63	0.39	0.15	8	49.24	64.22	64.22	79.20
Group 1 (C)	29.79	6.64	9.47	2.63	0.39	0.15	8	49.07	63.965	63.965	78.86
Group 1 (E)	30.29	6.64	9.47	2.63	0.39	0.15	8	49.57	64.715	64.715	79.86
Group 1 (F-1)	30.32	6.64	9.47	2.63	0.39	0.15	8	49.60	64.76	64.76	79.92
Group 1 (F-2)	29.34	6.64	9.47	2.63	0.39	0.15	8	48.62	63.29	63.29	77.96
Group 2	29.59	6.64	9.47	2.63	0.39	0.15	8	48.87	63.665	63.665	78.46
Group 3; Group 3(A)	29.49	6.64	9.47	2.63	0.39	0.15	8	48.77	63.515	63.515	78.26
Group 4; Group 6(B)	23.18	6.64	9.47	2.63	0.39	0.15	8	42.46	54.05 <sup>d</sup>	54.05 <sup>d</sup>	65.64 <sup>d</sup>
Group 6	30.70	6.64	9.47	2.63	0.39	0.15	8	49.98	65.33	65.33	80.68
Group 6 (A)	30.20	6.64	9.47	2.63	0.39	0.15	8	49.48	64.58	64.58	79.68
Group 6 (C)	29.61	6.64	9.47	2.63	0.39	0.15	8	48.89	63.695	63.695	78.50
Group 7 – Stage 1 (1 <sup>st</sup> 6 months)	21.62	6.64	9.47	2.63	0.39	0.15	8	40.90	51.71	51.71	62.52
Stage 2 (2 <sup>nd</sup> 6 months)	24.24	6.64	9.47	2.63	0.39	0.15	8	43.52	55.64	55.64	67.76
Stage 3 (3 <sup>rd</sup> 6 months)	26.92	6.64	9.47	2.63	0.39	0.15	8	46.20	59.66	59.66	73.12

PLEASE GO TO PAGE 50 FOR CLASSIFICATIONS WITHIN EACH GROUP

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

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



September 1, 2013

**IMPORTANT NOTICE  
TO AWARDING BODIES, CD RECIPIENTS, AND OTHER INTERESTED PARTIES  
REGARDING A CHANGE TO THE SCOPE OF WORK PROVISIONS  
IN THE DIRECTOR'S GENERAL PREVAILING WAGE DETERMINATIONS**

**Determination:** CON-2013-2**Craft/Classifications:** Plumber: Plumber, Pipefitter & Refrigeration Fitter, and Service Technician**Determination:** NC-23-102-1-2013-2 (Contra Costa County only)**Craft/Classifications:** Laborer and Related Classifications

The following addenda that were included with the scope of work provisions for the crafts/classifications referenced above have been rescinded and no longer apply to public works projects advertised for bids on or after September 1, 2013 in Contra Costa County.

- *“Agreement on Prevailing Area Practice in Contra Costa County between Laborers’ Local Union 324 and Plumbers and Steamfitters Local 159” signed by Randy LeMoine and Aram Hodess on 3/12/09*
- *Letter from Randy LeMoine dated November 2, 2009.*

The rescission of the above addenda to the scope of work provisions was made at the request of Laborers’ International Union of North America, Local 324 and the Northern California District Council of Laborers in letters dated July 19, 2013 and August 1, 2013, respectively.

The addenda and letters referenced in this Important Notice are attached.

RECEIVED  
Department of Industrial Relations

APR 16 2009

Office of Labor Dynamics & Research  
ARAM HODESS Office  
Business Manager

**UNITED ASSOCIATION  
LOCAL UNION 159**

Comprised of  
Plumbers, Steamfitters & Refrigeration  
Journeymen & Apprentices

**THOMAS LAWSON**  
President

**ROBERT SEWELL**  
Fin. Sec. Treas.

**Agreement on Prevailing Area Practice in Contra Costa County  
between  
Laborers' Local Union 324  
and  
Plumbers and Steamfitters Local 159**

This Agreement clarifies the prevailing area practice in Contra Costa County regarding the construction of water treatment plants, wastewater (i.e. sewage) treatment plants and water reclamation plants and all water, wastewater and reclaimed-water pumping stations for work performed both inside and outside of buildings within the boundaries of such facilities.

- 1) The prevailing practice in Contra Costa County is to pay the Laborers' prevailing rate of per diem wages for the unloading, distribution, fabrication, installation, and testing of:
  - (a) all surface and storm drain piping;
  - (b) raw sewage, raw water and reclaimed water, infall, outfall and bypass feed lines;
  - (c) all cribbing and shoring, breaking of concrete, pipe wrapping, digging, backfilling, tamping, resurfacing and paving of all ditches;
  - (d) placing of all concrete and grout and drypack or epoxy;
  - (e) all manholes, catch basins and surface water area drains;
  - (f) fire blanket and fire watch, and
  - (g) coating, wrapping and holiday detection above and below grade.

The area practice in Contra Costa County has been and continues to be to have the work outlined in 1(a) – 1(g) performed by workers paid the prevailing wage for Laborers.

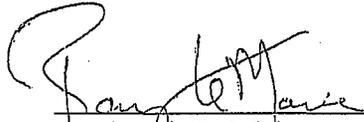
- 2) The prevailing practice in Contra Costa County is to pay the Plumber/Pipefitter prevailing rate of per diem wages for the unloading, distribution, fabrication, installation and testing of:
  - a) all plumbing to the point of connection five feet outside of the building or structure;
  - b) all process piping and tubing (including process water and process wastewater piping) along with all valves, hangers and supports for these systems;
  - c) all vacuum, gas, chemical, hydraulic, pneumatic instrumentation and control piping and all related mechanical process equipment integral to the piping system.

The area practice in Contra Costa County has been and continues to be to have the work outlined in 2(a) thru 2(c) performed by workers paid the prevailing wage for Plumbers and Pipefitters.

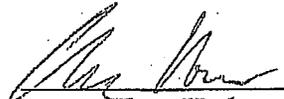
This Agreement clarifies existing prevailing-wage payment practices in Contra Costa County; it does not establish any new practice.

LABORERS' LOCAL UNION 324

PLUMBERS & STEAMFITTERS LOCAL 159

  
Randy LeMoine  
Business Manager

3/12/09  
Date

  
Aram Hodess  
Business Manager

3/12/09  
Date

RESCINDED

RECEIVED

Department of Industrial Relations

APR 16 2009

Div. of Labor Statistics & Research  
Chief's Office

Main Office  
611 BERRELLESA STREET  
MARTINEZ, CALIFORNIA 94553  
Phone (925) 228-0930  
Fax (925) 370-1586

Antioch Office  
1005 Fitzrean Road  
ANTIOCH, CALIFORNIA 94509  
Phone (925) 522-0006

Richmond Office  
101 So. 12th Street  
RICHMOND, CALIFORNIA 94801  
Phone (510) 234-1069

Vallejo Office  
2920 Sonoma Blvd. Ste. B  
VALLEJO, CALIFORNIA 94590  
Phone (707) 643-7214

RANDY L. LeMOINE  
Business Manager  
Secretary/Treasurer

## LABORERS' INTERNATIONAL UNION of NORTH AMERICA, Local 324



November 2, 2009

SENT U.S. MAIL AND FACSIMILE

David Mar  
Research Manager  
State of California  
Division of Labor Statistics and Research  
P.O. Box 420603  
San Francisco, CA 94142

RECEIVED  
Department of Industrial Relations

NOV 3 2009  
Div. of Labor Statistics & Research  
Chief's Office

Dear Mr. Mar:

Per your message dated September 29, 2009, I am responding to your request for descriptions of what is being fabricated and what is being tested and the process and/or equipment used for testing. The following will best describe:

Pipe description - type of pipe -  
Terra Cotta Transite  
Concrete  
Cast Iron  
Steel  
PVC  
ABS  
HDP

Pipe testing for leaks, and pressure checking by plugging and pressure testing.

Also, wrapping, jeping and dopeing of all pipes.

Any questions, please do not hesitate to contact me.

Sincerely,

Randy LeMoine  
Business Manager

RL:lm

Main Office  
611 BERRELLESA STREET  
MARTINEZ, CA 94553  
(925) 228-0930  
Fax (925) 370-1586

Antioch Office  
1003 Fitzgum Road  
ANTIOCH, CA 94509  
(925) 522-0006

Richmond Office  
101 So. 12th Street  
RICHMOND, CA 94801  
(925) 234-1069



Vallejo Office  
2920 Sonoma Blvd. Ste., B  
VALLEJO, CA 94590  
(707) 643-7214

Santa Rosa Office  
P.O. Box 5438  
SANTA ROSA, CA 95407  
(707) 542-1107

RANDY L. LEMOINE  
Business Manager  
Secretary/Treasurer

# LABORERS' INTERNATIONAL UNION of NORTH AMERICA, Local 324

**RECEIVED**

**JUL 18 2013**

**NOR CAL DISTRICT  
COUNCIL OF LABORERS**

July 19, 2013

Aram Hodess, Business Manager  
United Association Local Union 159  
1308 Roman Way  
Martinez, CA 94553

Re: *Prevailing Area Practice in Contra Costa County*

Dear Mr Hodess,

I write to you on behalf of Laborers' Local 324. This is to inform you that the above-referenced agreement, executed on March 12, 2009, does not represent the current prevailing area practice in Contra Costa County. For that reason, the agreement is hereby canceled and nullified.

Furthermore, any agreement or modification by any Laborer affiliate must be handled solely through the District Council.

If you have any questions about the above, or wish to address the matter further, please do not hesitate to contact Oscar De La Torre, Business Manager, Northern California District Council of Laborers.

Yours truly,

Randy LeMoine  
Business Manager  
Laborers Local 324

Rl:sl

cc: Christine Baker, Director, Dept of Industrial Relations; [cbaker@dir.ca.gov](mailto:cbaker@dir.ca.gov)  
Oscar De La Torre, Bus Manager, Northern Calif District Council of Laborers, [odelatorre@ncdcl.org](mailto:odelatorre@ncdcl.org)



# Northern California District Council of Laborers

Affiliated with the Laborers' International Union of North America

<b>Business Manager</b> Oscar De La Torre	<b>Secretary-Treasurer</b> David George	<b>President</b> Doyle Radford	<b>Vice President</b> David Gargas	<b>Sergeant at Arms</b> Ken Lusby
--	--	-----------------------------------	---------------------------------------	--------------------------------------

**Executive Board Members**  
Harry Harris | Sam Robinson | Bruce Rust

**Auditors**  
James Homer | Willbert Lucas | Victor Parra

Laborers' Local 67  
8400 Enterprise Way  
Suite 119  
Oakland, CA 94621

Laborers' Local 73  
3984 Cherokee Road  
Stockton, CA 95215

Laborers' Local 139  
PO Box 5438  
Santa Rosa, CA 95402

Laborers' Local 166  
8400 Enterprise Way  
Suite 103  
Oakland, CA 94621

Laborers' Local 185  
1320 National Drive  
Sacramento, CA 95834

Laborers' Local 261  
3271 - 18th Street  
San Francisco, CA 94110

Laborers' Local 270  
609 Emory Street  
San Jose, CA 95110

Laborers' Local 291  
PO Box 4250  
San Rafael, CA 94913

Laborers' Local 294  
5431 East Hedges  
Fresno, CA 93727

Laborers' Local 297  
117 Paljaro Street  
Salinas, CA 93901

Laborers' Local 304  
29475 Mission Blvd  
Hayward, CA 94544

Laborers' Local 324  
611 Bernalissa Street  
Martinez, CA 94553

Laborers' Local 389  
300 - 7th Avenue  
San Mateo, CA 94401

Laborers' Local 886  
8400 Enterprise Way  
Suite 110  
Oakland, CA 94621

Laborers' Local 1130  
PO Box 8448  
Modesto, CA 95353

August 1, 2013

*Via Facsimile and U.S. Mail*

Christine Baker, Director  
Department of Industrial Relations  
Office of the Director  
1515 Clay Street, 17<sup>th</sup> Floor  
Oakland, CA 94612

Re: **Prevailing Area Practice in Contra Costa County**

Dear Director Baker:

As you can see from the enclosed letter of July 19<sup>th</sup> from Laborers' Local 324 to the United Association of Pipe Fitters and Plumbers Local Union 159, the "agreement" secured on March 1, 2009 relating to the area practice in Contra Costa County has been rescinded and terminated. On behalf of the Northern California District Council of Laborers, I am requesting that agreement be deleted from the prevailing wage determination and from its publication on the DIR website.

We hereby notify you that the Northern California District Council of Laborers is the sole bargaining agent for terms and conditions of employment for laborers employed in Northern California and that, therefore, any agreements or modifications of any agreements, and/or clarifications of any agreements, be addressed solely through the Northern California District Council of Laborers.

Thank you for your attention to this matter. Feel free to contact the undersigned if you wish to discuss it.

Yours truly,

Oscar De La Torre  
Business Manager  
Northern California District Council of Laborers

ODLT:lc  
enclosure

cc: José Mejia, Director, California Legislative Council

**NCDCL**

4780 Chabot Drive  
Suite 200  
Pleasanton, CA 94588  
P 925-469-6800  
F 925-469-6900  
NCDCLABORERS.ORG



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-23-102-1-2013-2)

LABORER AND RELATED CLASSIFICATIONS (Special Single and Second Shift)

(Determination NC-23-102-1-2013-2A)

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, 2013** 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-23-102-1-2013-2 and NC-23-102-1-2013-2A are currently in effect and expire on June 29, 2014\*\*.

**Effective June 30, 2014**, there will be an increase of \$1.35 to be allocated to wages and/or fringes.

There will be no further increases applicable to these determinations.

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Issued 8/22/2013, Effective 9/1/2013 until superseded.

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

Last Updated: September 1, 2013

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

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

**CRAFT: TEAMSTER (APPLIES ONLY TO WORK ON THE CONSTRUCTION SITE)**

**DETERMINATION:** NC-23-261-1-2013-1

**ISSUE DATE:** August 22, 2013

**EXPIRATION DATE OF DETERMINATION:** June 29, 2014\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.

**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 <sup>g</sup> (Journey person)	Basic Hourly Rate	Employer Payments					Straight-Time Hours	Total Hourly Rate	Overtime Hourly Rate		
		Health and Welfare	Pension	Vacation/ Holiday	Training Payments	Other			Daily 1 1/2X	Saturday <sup>b</sup> 1 1/2X	Sunday/ Holiday 2X
Group 1	\$27.44	\$14.74	\$5.50	\$2.15	\$0.85	<sup>a</sup> \$0.53	8	\$51.21	\$64.93	\$64.93	\$78.65
Group 2	27.74	14.74	5.50	2.15	0.85	<sup>a</sup> 0.53	8	51.51	65.38	65.38	79.25
Group 3	28.04	14.74	5.50	2.15	0.85	<sup>a</sup> 0.53	8	51.81	65.83	65.83	79.85
Group 4	28.39	14.74	5.50	2.15	0.85	<sup>a</sup> 0.53	8	52.16	66.355	66.355	80.55
Group 5	28.74	14.74	5.50	2.15	0.85	<sup>a</sup> 0.53	8	52.51	66.88	66.88	81.25
Group 6	USE DUMP TRUCK YARDAGE RATE										
Group 7	USE APPROPRIATE RATE FOR THE POWER UNIT OR THE EQUIPMENT UTILIZED										
Group 8 (Trainee) <sup>c</sup>											
<sup>d</sup> Step I – 1 <sup>st</sup> 1000 Hours											
<sup>e</sup> Step II – 2 <sup>nd</sup> 1000 Hours											
<sup>f</sup> Step III – 3 <sup>rd</sup> 1000 Hours											

<sup>a</sup> Supplemental Dues and Contract Administration.

<sup>b</sup> Saturday in the same work week may be worked at straight-time hourly rate if a job is shut down during the normal work week due to inclement weather or major mechanical breakdown, or lack of materials beyond the control of the Employer.

<sup>c</sup> An individual employer may employ one (1) trainee for every four (4) journey level Teamsters actively employed. Individual employers with less than four (4) journey level Teamsters may utilize one (1) trainee; thereafter, one (1) for every four (4) journey level Teamsters.

<sup>d</sup> Sixty-five percent (65%) of the Journey level wage for the type of equipment operated, plus full fringes without Vacation/Holiday.

<sup>e</sup> Seventy-five percent (75%) of the Journey level wage for the type of equipment operated, plus full fringes without Vacation/Holiday.

<sup>f</sup> Eighty-five percent (85%) of the Journey level wage for the type of equipment operated, plus full fringes without Vacation/Holiday.

<sup>g</sup> For classifications within each group, see page 56.

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

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

**DETERMINATION: NC-23-261-1-2013-1 and NC-23-261-1-2013-1A**

**CLASSIFICATIONS:**

**GROUP 1**

Dump Trucks under 6 yards  
Single Unit Flat Rack (2 axle unit)  
Nipper Truck (When Flat Rack Truck is used appropriate Flat Rack shall apply)  
Concrete pump truck (When Flat Rack Truck is used appropriate Flat Rack shall apply)  
Concrete pump machine  
Snow Buggy  
Steam Cleaning  
Bus or Manhaul Driver  
Escort or Pilot Car Driver  
Pickup Truck  
Teamster Oiler/Greaser/and or Serviceman  
Hook Tenders  
Team Drivers  
Warehouseman  
Tool Room Attendant (Refineries)  
Fork Lift and Lift Jitneys  
Warehouse Clerk/Parts Man  
Fuel and/or Grease Truck Driver or Fuelman  
Truck Repair Helper  
Fuel Island Attendant, or Combination Pit and/or Grease Rack and Fuel Island Attendant

**GROUP 2**

Dump Trucks 6 yards Under 8 yards  
Transit Mixers through 10 yards  
Water Trucks Under 7000 gals.  
Jetting Trucks Under 7000 gals.  
Single Unit flat rack (3 axle unit)  
Highbed Heavy Duty Transport  
Scissor Truck  
Rubber Tired Muck Car (not self-loaded)  
Rubber Tired Truck Jumbo  
Winch Truck and "A" Frame Drivers  
Combination Winch Truck With Hoist  
Road Oil Truck or Bootman  
Buggymobile  
Ross, Hyster and similar Straddle Carrier  
Small Rubber Tired Tractor  
Truck Dispatcher

**GROUP 3**

Dump Trucks 8 yards and including 24 yards  
Transit Mixers Over 10 yards  
Water Trucks 7000 gals and over  
Jetting Trucks 7000 gals and over  
Vacuum Trucks under 7500 gals  
Trucks Towing Tilt Bed or Flat Bed Pull Trailers  
Heavy Duty Transport Tiller Man  
Tire Repairman

**GROUP 3 (continued)**

Truck Mounted Self Propelled Street Sweeper with or without Self-Contained Refuse Bin and or Vacuum Unit  
Boom Truck - Hydro-Lift or Swedish Type Extension or Retracting Crane  
P.B. or Similar Type Self Loading Truck  
Combination Bootman and Road Oiler  
Dry Distribution Truck (A Bootman when employed on such equipment, shall receive the rate specified for the classification of Road Oil Trucks or Bootman)  
Ammonia Nitrate Distributor, Driver and Mixer  
Snow Go and/or Plow

**GROUP 4**

Dump Trucks over 25 yards and under 65 yards  
Vacuum Trucks over 7500 gals  
Truck Repairman  
Water Pulls - DW 10s, 20s, 21s and other similar equipment when pulling Aqua/pak or Water Tank Trailers  
Helicopter Pilots  
Lowbed Heavy Duty Transport (up to and including 7 axles)  
DW 10s, 20s, 21s and other similar Cat type, Terra Cobra, LeTourneau Pulls, Tournorocker, Euclid and similar type Equipment when pulling fuel and/or grease tank trailers or other miscellaneous trailers

**GROUP 5**

Dump Truck 65 yards and over  
Holland Hauler  
Lowbed Heavy Duty Transport (over 7 axles)

**GROUP 6** (Use dump truck yardage rate)

Articulated Dump Truck  
Bulk Cement Spreader (w/ or w/o Auger)  
Dumpcrete Truck  
Skid Truck (Debris Box)  
Dry Pre-Batch Concrete Mix Trucks  
Dumpster or Similar Type  
Slurry Truck

**GROUP 7** (Use appropriate Rate for the Power Unit or the Equipment Utilized)

Heater Planer  
Asphalt Burner  
Scarifier Burner  
Fire Guard  
Industrial Lift Truck (mechanical tailgate)  
Utility and Clean-up Truck  
Composite Crewman

**GROUP 8**

Trainee

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

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

**CRAFT: TEAMSTER (SPECIAL SINGLE SHIFT RATE)**  
**(APPLIES ONLY TO WORK ON THE CONSTRUCTION SITE)**

**DETERMINATION:** NC-23-261-1-2013-1A

**ISSUE DATE:** August 22, 2013

**EXPIRATION DATE OF DETERMINATION:** June 29, 2014\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.

**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 <sup>g</sup> (Journey person)	Basic Hourly Rate	Employer Payments					Straight-Time Hours	Total Hourly Rate	Overtime Hourly Rate		
		Health and Welfare	Pension	Vacation/ Holiday	Training Payments	Other			Daily 1 1/2X	Saturday <sup>b</sup> 1 1/2X	Sunday/ Holiday 2X
Group 1	\$29.44	\$14.74	\$5.50	\$2.15	\$0.85	<sup>a</sup> \$0.53	8	\$53.21	\$67.93	\$67.93	\$82.65
Group 2	29.74	14.74	5.50	2.15	0.85	0.53	8	53.51	68.38	68.38	83.25
Group 3	30.04	14.74	5.50	2.15	0.85	0.53	8	53.81	68.83	68.83	83.85
Group 4	30.39	14.74	5.50	2.15	0.85	0.53	8	54.16	69.355	69.355	84.55
Group 5	30.74	14.74	5.50	2.15	0.85	0.53	8	54.51	69.88	69.88	85.25
Group 6	USE DUMP TRUCK YARDAGE RATE										
Group 7	USE APPROPRIATE RATE FOR THE POWER UNIT OR THE EQUIPMENT UTILIZED										
Group 8 (Trainee) <sup>c</sup>											
<sup>d</sup> Step I – 1 <sup>st</sup> 1000 Hours											
<sup>e</sup> Step II – 2 <sup>nd</sup> 1000 Hours											
<sup>f</sup> Step III – 3 <sup>rd</sup> 1000 Hours											

<sup>a</sup> Supplemental Dues and Contract Administration.

<sup>b</sup> Saturday in the same work week may be worked at straight-time hourly rate if a job is shut down during the normal work week due to inclement weather or major mechanical breakdown, or lack of materials beyond the control of the Employer.

<sup>c</sup> An individual employer may employ one (1) trainee for every four (4) journey level Teamsters actively employed. Individual employers with less than four (4) journey level Teamsters may utilize one (1) trainee; thereafter, one (1) for every four (4) journey level Teamsters.

<sup>d</sup> Sixty-five percent (65%) of the Journey level wage for the type of equipment operated, plus full fringes without Vacation/Holiday.

<sup>e</sup> Seventy-five percent (75%) of the Journey level wage for the type of equipment operated, plus full fringes without Vacation/Holiday.

<sup>f</sup> Eighty-five percent (85%) of the Journey level wage for the type of equipment operated, plus full fringes without Vacation/Holiday.

<sup>g</sup> For classifications within each group, see page 56.

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

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



## **PREDETERMINED INCREASES FOR**

### **TEAMSTER (NC-23-261-1-2013-1)**

### **TEAMSTER (SPECIAL SINGLE SHIFT) (NC-23-261-1-2013-1A)**

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

This predetermined increase for the above named craft applies only to the current determination for work being performed on public works projects with bid advertisement dates on or after **September 1, 2013**, until this determination is superseded by a new determination or a predetermined increase modification notice becomes effective.

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

#### **TEAMSTER: (All groups except Group 8)**

Determinations NC-23-261-1-2013-1 and NC-23-261-1-2013-1A are currently in effect and expire on June 29, 2014\*\*.

**Effective June 30, 2014**, there will be an increase of \$1.56 to be allocated to wages and/or fringe benefits.

**Effective June 29, 2015**, there will be an increase of \$1.60 to be allocated to wages and/or fringe benefits.

#### **GROUP 8 (Trainee) receive no predetermined increases.**

There will be no further increases applicable to these determinations.

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Issued 8/22/2013, Effective 9/1/2013 until superseded.

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

**Last Updated:** 9/1/2013

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: TELECOMMUNICATIONS TECHNICIAN**

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

**ISSUE DATE:** August 22, 2003

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

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

Classification (Journey person)	Basic Hourly Rate	Employer Payments				Straight-Time		Overtime Hourly Rate	
		Health and Welfare	Pension	Vacation and Holidays	Training	Hours	Total Hourly Rate	1 1/2X <sup>a</sup>	2 1/2X
Telecommunications Technician	28.50	2.79	0.93	3.28	-	8	35.50	49.75	78.25

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

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

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

**ISSUE DATE:** August 22, 2003

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

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

Classification (Journey person)	Basic Hourly Rate	Employer Payments				Straight-Time		Overtime Hourly Rate	
		Health and Welfare	Pension	Vacation and Holidays	Training	Hours	Total Hourly Rate	Holiday	
Telecommunications Technician	27.93	2.79	0.93	3.21	-	8	34.86	1 1/2X <sup>a</sup>	2 1/2X

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

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

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

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

**CRAFT: TELECOMMUNICATIONS TECHNICIAN**

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

**ISSUE DATE:** August 22, 2003

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

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

Classification (Journey person)	Basic Hourly Rate	Employer Payments				Straight-Time		Overtime Hourly Rate	
		Health and Welfare	Pension	Vacation and Holidays	Training	Hours	Total Hourly Rate	1 1/2X <sup>a</sup>	2 1/2X
Telecommunications Technician	27.18	2.79	0.93	3.13	-	8	34.03	47.62	74.80

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

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

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**APPENDIX H-1**  
**PUBLIC WORKS PAYROLL REPORTING FORM**



**NOTICE TO PUBLIC ENTITY**

**For Privacy Considerations**

**Fold back along dotted line prior to copying for release to general public (private persons).**

(Paper Size then 8-1/2 x 11 inches)

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I, \_\_\_\_\_, the undersigned, am the  
(Name – print)

\_\_\_\_\_ with the authority to act for and on behalf of  
(Position in business)

\_\_\_\_\_, certify under penalty of perjury  
(Name of business and/or contractor)

that the records or copies thereof submitted and consisting of \_\_\_\_\_  
(Description, number of pages)

are the originals or true, full, and correct copies of the originals which depict the payroll record(s)  
of the actual disbursements by way of cash, check, or whatever form to the individual or  
individuals named.

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

A public entity may require a stricter and/or more extensive form of certification.