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BAY AREA INFRASTRUCTURE FINANCING AUTHORITY

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December 23, 2013
Addendum No. 3
to
REQUEST FOR PROPOSALS
BAIFA Express Lane Network
Toll System Integration & Maintenance
dated November 7, 2013

Dear Consultant:

This letter is Addendum No. 3 to the Request for Proposals BAIFA Express Lane Network Toll System Integration & Maintenance, dated November 7, 2013 (RFP). Where text is revised, deleted text is shown in strike-through format; added text is ***italicized***. The RFP is revised as follows:

Addendum Item	Reference	Change
1.	RFP Appendix 3, Agreement	Please see the redline revisions to the Agreement in Appendix 1 to this Addendum No. 3.
2.	RFP Section IX. Form of Proposal, page 21	***Proposal Section 2.2.4* – Maintenance** 1) Describe the overall proposed approach to maintenance of the TCS. 2) Identify and specifically articulate the areas of the maintenance approach that increase cost effectiveness and provide economical benefits to BAIFA. 3) Specify and describe assumptions the proposer made in determining the response to the Warranty & Maintenance Requirements. ~~4) Clearly identify and describe assumptions that were considered for the approach.~~ ~~5)~~***4)*** Provide specific descriptions of the approach to: o Preventative maintenance o Operational equipment availability o Responding to equipment issues o Maintenance staffing o Communications with BAIFA ~~6)~~***5)*** Provide a sample Maintenance Management Plan in ***Proposal Section 2.5.5***.

Addendum Item	Reference	Change
3.	RFP Appendix 1 Attachment A-1 - System Requirements, page 11 and RFP Addendum 2, Item 11, page 3	Req. 2.2.2.1 Correctly associate transponders to vehicles when the vehicles are traveling in the express lane defined as ~~a~~ ***all*** vehicle ~~whose~~ tires ~~are~~ within the express lanes ***and/***or ~~whose tires are~~ on the pavement striping delineating the express lanes.~~ or traveling in the express lane shoulder.~~
4.	RFP Appendix 1 Attachment A-1, System Requirements, page 16	Req 2.5.1.2 The occupancy enforcement beacon shall illuminate once, each time the vehicle passing under the gantry ***in the express lane*** is detected with a transponder read declaring sufficient occupancy for Discount passage. Illumination of the occupancy enforcement beacon lights shall be distinguishable between consecutive vehicles.
5.	RFP Appendix 1, Attachment A-1, System Requirements, page 47	Req. 3.15.2.2 The Host must maintain a record for each query into the web portal, with the lookup date/time stamp, transponder ID, license plate number, transponder switch status at ~~three~~ ***a configurable number of*** most recent Read Points, transaction time of a configurable number of the most recent Read Points, a configurable number of ***most*** recent Read Point location IDs, and web portal user ID.
6.	RFP Addendum 2, Item 18, page 4	Req. 3.15.1.9 ~~The TSI shall be responsible for providing any solution to support the web portal, including but not limited to hardware, network equipment, and measures to secure the Web portal from unauthorized access to the rest of the Host. BAIFA will provide communication services for the TSI to provide internet access for the Web Portal.~~ ***BAIFA will provide a network communications path from the Host to the Web Portal. The Web Portal shall reside in a logically isolated network segment or zone (i.e. DMZ). The TSI shall be responsible for hardware, software, network, and internet services such as DNS; address translation; and security required for web portal functionality.***
7.	RFP Appendix 1, Attachment A-3, Maintenance and Warranty Requirements, page 3	Req. 3.2 The Toll Collection System (TCS) ***Equipment*** and Hardware Warranty shall be in effect for one (1) year commencing ***upon approval of*** ~~on the Guaranteed Completion Date for~~ the Operations Test milestone shown in *Attachment B*, Schedule and Project Milestone Dates for each Corridor. Warranty periods may not necessarily be concurrent for equipment and Hardware commissioned at different times.

Addendum Item	Reference	Change
8.	RFP Appendix 1, Attachment A-3, Maintenance and Warranty Requirements, page 10 and RFP Addendum 2, Item 29, page 5	Req. 14.1 ~~After System Acceptance and on an annual basis~~ ***On each anniversary of System Acceptance***, the TSI shall ~~conduct an Annual~~ ***deliver a*** Performance Audit ***Report documenting the results of the prior year's performance***. ***The TSI shall conduct Annual Performance Audits*** to verify that system performance has not degraded over time and that the TCS continues to meet all functional requirements in the approved RTM. BAIFA will approve a Performance Audit Report that demonstrates that the TCS meets the performance and functional requirements.
9.	RFP Appendix 1, Attachment A-3, Maintenance and Warranty Requirements, page 14 and RFP Addendum 2, Item 29, page 6	Req. 15. End of ~~Maintenance Period~~ ***Agreement*** ***15.1 Prior to Project Completion the TSI shall accomplish a complete and seamless transition of the Project from the TSI to BAIFA, or to any replacement provider designated by BAIFA.*** ~~15.1~~***15.2*** At the end of the ~~Maintenance Period~~ ***Agreement***, items such as spares inventory, manuals, licenses and any other requirements necessary for ~~another maintenance contractor~~ ***BAIFA or any replacement provider designated by BAIFA*** to assume maintenance shall be turned over by the TSI to BAIFA. ***15.3 TSI shall not, through any act or omission, cause any interruption of or adverse impact to any component of the Project, any other work provided by BAIFA or BAIFA-designated third parties, or BAIFA's customers.*** ***15.4 TSI shall include eighty (80) hours to develop an Agreement Transition Plan and some or all of the transition items. The plan will include, but not be limited to, the following: a listing of all systems, hardware and software, on which training will be required, and training schedule.*** ***15.5 TSI shall transfer the administration of the TSI Software escrow account to BAIFA.*** ***15.6 Training*** ***15.6.1 The TSI shall include training of BAIFA personnel or of a third party contractor in the operation of the TSI software systems.*** ***15.6.2 TSI shall also provide the most current Project documentation in its native file format. If so requested, TSI shall provide all instructors, literature, training aids, and equipment reasonably necessary to train personnel to operate and maintain the Project, which shall be turned over to BAIFA at the termination of the Agreement.***

<table>
<tr><th>Addendum Item</th><th>Reference</th><th>Change</th></tr>
<tr><td>10.</td><td>RFP Appendix 1 Attachment C Performance Requirements and Penalties, page 1 and RFP Addendum 2, Item 49, page 9</td><td>Req. 1.2.3 To vehicles traveling through a single or a multiple lane Read Point(s).~~,traveling in the Express Lane shoulder.~~</td></tr>
<tr><td>11.</td><td>RFP Appendix 2, Reference 1, Glossary of Acronyms, Terms and Definitions, page 9</td><td><table><tr><td>Guaranteed Completion Date</td><td>The date by which delivery of a Milestone must be completed (including receipt of approval by BAIFA) by the TSI. ~~delivery is required.~~</td></tr></table></td></tr>
<tr><td>12.</td><td>RFP Appendix 1 Reference 2A, Tolling Location Details,</td><td>Please see Addendum 3, Appendix 2, attached hereto, for a new “Quantities by Corridor” table with revised total quantities.</td></tr>
<tr><td>13.</td><td>RFP Section IX. Form of Proposal, page 8 and RFP Addendum 1, Item 1, page 1, and RFP Addendum 2, Item 1, page 1</td><td>BAIFA must receive any requests for clarification of or exceptions to RFP requirements no later than 4:00 p.m. PST, Tuesday, November 19, 2013 to guarantee consideration. Requests for clarifications or exceptions to BAIFA’s Questions and Answers (No. 3) and Addendum (No.2) must be received by BAIFA no later than 4:00 p.m. PST, Wednesday, December 11, 2013 to guarantee consideration. Requests for clarifications or exceptions to BAIFA’s Questions and Answers No. 5 and Addendum No. 3, must be received no later than 4:00 p.m. PST January 6, 2014.</td></tr>
<tr><td>14.</td><td>RFP Section IX. Form of Proposal, page 8-9 and RFP Addendum 2, Item 2, page 1</td><td>Table 1: Selection Timetable<table><tr><td>~~November 27, 2013~~By or Before January 9, 2014</td><td>Final addendum issued</td></tr><tr><td>~~January 21, 2014 at 4:00 p.m.~~ February 4, 2014 at 4:00 p.m.</td><td>Closing date and time for receipt of proposals</td></tr><tr><td>~~February 26-28, 2014~~ March 19-21, 2014</td><td>Discussions and system demonstrations, if held</td></tr><tr><td>~~March 14, 2014~~ April 11, 2014</td><td>Requests for Best and Final Offer issued, if requested</td></tr><tr><td>~~April 4, 2014~~ May 2, 2014 at 4:00 p.m.</td><td>Closing date and time for receipt of Best and Final Offers, if requested</td></tr><tr><td>~~May 28, 2014~~ June 25, 2014</td><td>Recommendation of selection presented for BAIFA approval</td></tr><tr><td>~~June 26, 2014~~ July 24, 2014 or sooner</td><td>Contract execution</td></tr></table></td></tr>
</table>

Addendum Item	Reference	Change
15.	RFP Appendix 1 Attachment B. Schedule and Project Milestone Dates, pages 2-3	Please see Addendum 3, Appendix 3, attached hereto, for revised Guaranteed Completion Dates in Milestone Series 1 and 2.
16.	RFP Letter of Invitation, page 1	Interested firms must submit an original and fifteen (15) hard copies, as well as one (1) electronic PDF version, of their proposal by **4:00 p.m. PST, Tuesday, ~~January 21, 2014~~ *February 4, 2014*** in accordance with the instructions contained in the RFP.
17.	RFP Section VIII. Submittal of Proposals, Section A. Submittal Instructions, page 9	Interested firms must submit one (1) original and fifteen (15) hard copies, as well as one (1) electronic unrestricted PDF version on a CD, of their proposal no later than **4:00 p.m. PST, Tuesday, ~~January 21, 2014~~ *February 4, 2014*** in accordance with the instructions contained in the RFP. Proposals received after that date and time will not be considered. Email submissions will not be accepted.
18.	RFP Appendix 2, Form "C" Series, Cost Proposal	See Addendum 3, Appendix 4, attached hereto, for revised Cost Proposal Forms. (Note: Revised forms in the editable format will also be provided.)
19.	RFP Section XI, General Conditions, Section H, Bond Requirements, page 32	~~**Performance Bond.** The proposer to whom the Agreement is awarded shall provide a Performance Bond in an amount not less than one hundred percent (100%) of the total cumulative total price of the Agreement. This amount shall be calculated by adding the total amounts inserted by proposer for the Total TCS Implementation Cost on Form C-1 (after subtracting Rows 3, Payment Bond and 4 Performance Bond) and the Total Agreement Maintenance Costs on Form C-2. The Performance Bond shall guarantee the TSI's faithful performance of the Agreement in compliance with all terms, conditions, and requirements specified in the Agreement. The Performance Bond is intended to secure but not cap nor limit any liability of the TSI for damages.~~ ***Performance Bond. The TSI to whom the Agreement is awarded shall provide a Performance Bond in an amount not less than 100% of the total price of Implementation. This amount is equal to Row E-32 on Cost Proposal Form C-1 (after subtracting Row 2, Payment Bond and Row 3, Performance Bond). The Performance Bond shall guarantee the TSI's faithful performance of the Agreement in compliance with all terms, conditions, and requirements specified in the Agreement. The Performance Bond is intended to secure faithful performance but not cap nor limit any liability of the TSI for damages. If, due to Change Orders, this dollar amount increases by more than 10%, the TSI shall secure consent of surety increasing the***

Addendum Item	Reference	Change
		penal amount of the Performance Bond to reflect the revised dollar amount. **Payment Bond.** The ~~successful proposer~~ ***TSI*** shall also provide a Payment Bond in the same penal amount as the Performance Bond. The Payment Bond shall provide BAIFA with security for the TSI's full payment to all subcontractors for costs of materials, equipment, supplies, and labor furnished in the course of performing any work that may be required under the Agreement. ~~The Performance and Payment Bonds shall remain in full force and effect until Project Completion. Sixty (60) days following approval of the Operations Test Milestone for each Corridor and following the System Acceptance Milestone, the penal amounts of the bonds may be reduced to no less than 100% of the remaining value of the Agreement, including maintenance, with the consent of the surety.~~ ***The Performance and Payment Bonds shall remain in full force and effect until Project Completion. Upon approval of the Operations Test Milestone for each Corridor and following the System Acceptance Milestone, the penal amounts of the bonds may be reduced to no less than the sum of 100% of the remaining value of the Milestone Series 2 through 5 from Attachment B, Schedule and Payment Milestone Dates, and 100% of the remaining value of Maintenance costs for Corridors that have passed the Operations Test Milestone, with the consent of the surety.***

The remaining provisions of the RFP remain unchanged. In the event of a conflict between this addendum and the previous version(s), this addendum takes precedence.

Questions and Answers (No. 5) are included with this addendum.

Any questions concerning this addendum to the RFP should be directed to Jim Macrae, Project Manager, at (510) 817-5714 or jmacrae@mtc.ca.gov.

Sincerely,

Andy Fremier

Andrew B. Fremier
Deputy Executive Director, Operations

AF:jm
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Addendum No. 3, Appendix 1

RFP Appendix 3, Redlined Agreement for BAIFA Express Lane Network Toll System Integration & Maintenance

AGREEMENT

between the

BAY AREA INFRASTRUCTURE FINANCING AUTHORITY

and

TSI

for the

BAIFA EXPRESS LANE NETWORK TOLL COLLECTION SYSTEM INTEGRATION & MAINTENANCE

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

DRAFT

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GLOSSARY OF TERMS

Term	Definition
Account Type	Any of the account types available from and maintained by the ~~FasTrak~~FasTrak® RCSC. Currently account types include: ~~FasTrak~~FasTrak®, License Plate, One-Time Payment, and Violation.
Advanced Toll Collection and Accounting System (ATCAS II)	Toll collection and accounting system for all BATA bridges.
Agreement	The written agreement executed by BAIFA and the TSI which sets forth the rights and obligations of both parties in connection with the Scope of Work.
Anomaly	Trip Transaction that the TCS has designated for special tracking due to processing Business Rules.
Automatic License Plate Recognition (ALPR)	System for automatic processing of images using Optical Character Recognition and/or vehicle signature for vehicle identification.
Automatic Vehicle Detection and Automatic Vehicle Classification (AVD/AVC)	A system that is able to automatically detect and separately recognize vehicles traveling through toll lanes as well as automatically classify vehicle types.
Automatic Vehicle Identification (AVI) System	A system consisting of radio frequency antenna(s) and reader equipment installed in a toll lane, along with a compatible transponder mounted in a vehicle, for automatic unique identification of the vehicle upon the electronic read of the transponder as it passes through the Toll Point.
Backhaul Network	The ~~BATA/~~BAIFA Backhaul Network comprises intermediate links and provides for communications between the Corridors, the primary and secondary Host sites, and the primary and secondary Toll Roadway Operations Center sites.
BAIFA Express Lane	The Express Lane Network that is operated by BAIFA.

Network (ELN)	
Bay Area Express Lanes System	All express lanes operated by various entities in the Bay Area (including BAIFA) to form one continuous network in the region.
Bay Area Infrastructure Financing Authority (BAIFA)	The Bay Area Infrastructure Financing Authority (BAIFA) is a Joint Powers Authority between the Metropolitan Transportation Commission and the Bay Area Toll Authority, which was created to plan, develop, operate and finance transportation projects, including express lanes.
California Highway Patrol (CHP) Observation Areas	Areas on the corridors located in the center median for use by law enforcement.
California Toll Operators Committee (CTOC)	An organization composed of California's toll facility operators/owners. CTOC is used to indicate when a transponder, license plate number, or accounts is registered through “away” agencies instead of the Bay Area FasTrak® RCSC.
Civil Contractor	The Civil Contractor responsible for the construction of the ELN civil infrastructure.
Communications End to End Test	This test is a complete series of tests of the communications media and connectivity conducted before OFIT and each of the Operations Tests.
Corridor	A continuous stretch of the express lane roadway operated by the same operator and containing predefined start and end points.
Corridor Test	The Corridor test shall focus on functionality that could not be tested in previous on-site tests or functionality that changes when a full Corridor exists. This test will include actual vehicles driving to create Lane Transactions in many combinations. It will also include Lane Transactions created in various failure modes.
Day	Means calendar days unless otherwise expressly specified.
Discount	The percentage reduction in the toll rate from the SOV toll rate to the HOV 2 or HOV 3+ toll rates.
Dynamic Message Signs (DMS)	Electronic signs used to convey timely and important information to motorists, particularly during emergencies and ongoing activities. Also known as variable message signs and changeable message signs.

	Also see VTMS.
Dynamic Pricing	A toll rate structure that fluctuates based on traffic conditions to manage congestion through a supply/demand model.
Electronic Toll (ETOL)	A transaction that posts by transponder ID to a ~~FasTrak~~FasTrak® account maintained by the ~~FasTrak~~FasTrak® RCSC. The toll amount is deducted from the account's prepaid balance.
Electronic Toll Collection (ETC)	A method of toll collection that is fully electronic by utilizing only toll transponders to collect payment. Includes radio frequency ID-based (RFID) automatic vehicle identification (AVI) technology, as well as dedicated short range communications (DSRC).
End to End Test	To verify all system functionality, especially the ability to interact as specified with external entities through the external interfaces and web portals.
Exception	Lane Transaction which cannot be matched to a Trip Transaction because of lack of information or processing business rules.
Equipment Location Site	A physical location where BAIFA-owned TCS equipment is installed, operated or maintained. Also referred to as "Site."
Factory Acceptance Test (FAT)	To verify that all functional elements of the Toll Collection System (TCS) are present and comply with the requirements of the Agreement~~contract~~ at the TSI's site prior to installation.
FasTrak® Regional Customer Service Center (RCSC)	The customer service center and back office system that supports toll accounts, transaction processing, payment processing, image review, violation processing, and customer service for ~~FasTrak~~FasTrak® customers of BAIFA, BATA and other Bay Area agencies. Also referred to as the Bay Area ~~FasTrak~~FasTrak® RCSC.
FasTrak® Tag/Transponder	The brand name for the physical device that that is mounted to a vehicle for the purpose of toll payment through automatic vehicle identification using Title 21 protocol. Standard ~~FasTrak~~FasTrak® transponder – A Title 21 compliant transponder for use inside the vehicle. External ~~FasTrak~~FasTrak® transponder – A Title 21 compliant transponder designed for external use. Also referred to as a "bumper tag" since the device is intended to be installed onto the vehicle's

	bumper. Switchable ~~FasTrak~~FasTrak® transponder – A specially-encoded Title 21 compliant transponder that contains a mechanism for a customer to declare the number of occupants in the vehicle in real-time.
FasTrak® Account Holder	A ~~FasTrak~~FasTrak®, License Plate, or One-Time Payment account, registered with the ~~FasTrak~~FasTrak® RCSC.
Fault Tolerant	Describes a system, network or component designed so that, in the event of a failure, a backup system, network, component or procedure can immediately take its place with no loss of service. Fault tolerance can be provided with hardware, software, physical network connections or provided by some combination.
First Zone Test	To verify proper system operation and functional elements with test vehicles while operating the first installed Zone with Host. This test will focus on Trip Building and Toll Rate Assignment functionality.
Graphical User Interface (GUI)	A software screen and menu representation that allows users to input, retrieve, add, and modify data, and perform actions.
Guaranteed Completion Date	The date by which delivery of a Milestone delivery ~~is required.~~ must be completed (including receipt of approval by BAIFA) by the TSI.
Hardware	Collectively, the physical components of the TCS, including, but not limited to, receivers, transmitters, readers, antenna, coaxial hardline, routers, servers, computers, telecommunications, enclosures, and other similar devices. The term Hardware may also be used collectively to describe the physical aspects of the telecommunications network infrastructure.
High Occupancy Vehicle (HOV)	A vehicle with sufficient passengers to qualify for the HOV discount on the express lanes or the designation for a lane in which a certain number of vehicles is required for use or for discounted tolls.
Host (Express Lanes Network Host)	The portion of Toll Collections System (TCS) that receives and processes Lane System data to form transactions, assign toll rates, determine pricing, build Trip Transactions, and report on System Data. The Host includes the system and user interfaces with BAIFA systems and system and user interfaces with third-party systems.

Image Based Trip Transaction (IBT)	An IBT is any Trip Transaction with which the Host does not associate a valid transponder. The Trip Transactions may post to any Account Type based on the LPN associated with that Trip Transaction.
Image Toll (ITOL)	An Image Based Trip Transaction that posts to a customer's ~~FasTrak~~FasTrak® account when the ~~FasTrak~~FasTrak® RCSC associates that license plate number with a ~~FasTrak~~FasTrak® account.
Interface Control Document (ICD)	A document that defines the file formats and related Business Rules for exchanging or processing data between two or more interfacing systems.
Invoice Account	A RCSC initiated account type in which an invoice is sent to a customer on a periodic basis to collect tolls based on license plate images.
Lane Controller	The component of the Toll Collection System that manages and automates the real-time control of Read Point equipment and receives data from related equipment, systems and sub-systems.
Lane Mode	A Lane Mode is a configuration of the TCS's operational parameters and settings.
Lane System (Express Lane Network Lane System)	The portion of the TCS collects System Data from in-lane equipment, systems and sub-systems and processing the System Data for transmission to the Host. The Lane System includes the lane controller and in-lane equipment, and the operating systems, drivers, peripherals and interfaces. The Lane System includes the Software for maintenance and monitoring the lane level systems and subsystems. The Lane System does not include system or user interfaces with the Host.
Lane Transaction	A uniquely identified record of activity, including transponder and license plate images, created as a result of a vehicle traveling through a Read Point.
License Plate (LP) Account	A customer-initiated account at the ~~FasTrak~~FasTrak® RCSC that allows payment of tolls electronically through license plate identification. No transponders are issued for License Plate Accounts.
License Plate Toll	A transaction that posts by license plate number and state to a valid

(LTOL)	License Plate Account at the ~~FasTrak~~FasTrak® RCSC. The toll amount, plus any applicable transaction fee, is either deducted from the account's prepaid balance or charged to a credit card on file.
Limited Access	Limited Access is when access to/from the express lanes is allowed only at designated locations, typically through at-grade access openings that can serve ingress, egress, or combined ingress and egress. Striping or physical barriers prevent movement between the express lane and the adjacent general purpose lanes between access locations. Limited access is designated by a solid double stripe pavement marking.
Metro-E	Common abbreviation for Metropolitan-area Ethernet. Metro-E is used by service providers to connect subscribers to a larger service network or the Internet.
Milestone	Completion of a set of Work for which BAIFA approval is needed in order to receive payment.
One-Time Payment (OTP) Account	A customer-initiated account at the ~~FasTrak~~FasTrak® RCSC that allows payment of tolls electronically through license plate identification. OTPs are short-term and do not require personal information. No transponders are issued for One-Time Payments.
One-Time Payment Toll (ONETOL)	A transaction that posts by license plate number and state to a valid One-Time Payment account at the ~~FasTrak~~FasTrak® RCSC. The toll amount, plus any applicable transaction fee, is either deducted from the account's prepaid balance or charged to a credit card on file.
Onsite First Installation Test (OFIT)	To verify proper system operation and functional elements with test vehicles while operating the first installed equipment site with Host. Test objectives are similar to the Factory Acceptance Tests.
Open/Continuous Access	Open/Continuous Access is when access to/from the express lane is not restricted to designated locations. Instead, vehicles are able to enter and exit the express lane at any point. Skip stripe pavement markings designate express lanes with Continuous Access.
Operations Test	To verify the installed operational accuracy, performance, reliability, and audit capability of the Toll Collection System (TCS). The Operations Test is performed after commencement of tolling for each

	Corridor under live traffic conditions.
Pay-By-Plate	Pay-by-Plate refers to the set of products that support License Plate Accounts, One-Time Payment Accounts, and Invoice Accounts. This should not be confused with the CTOC term 'pay by plate' which refers to ~~FasTrak~~FasTrak® ITOLs posting to CTOC (Away agency) accounts.
Posting Day	The calendar day on which a Trip Transaction posted to an account at the ~~FasTrak~~FasTrak® RCSC as reported through the ~~FasTrak~~FasTrak® RCSC interface.
Qualifying Event	A deliverable or activity required of the TSI to meet an associated Milestone and the requirements thereof as defined by the Agreement.
Read Point	Read Points are locations where the TCS detects vehicles, reads transponders, and captures images in order to create Lane Transactions.
Recovery Schedule	A Project Schedule that has been revised to change the sequencing and/or duration of activities, in order to return the Project Schedule to a condition that will meet the Guaranteed Date(s).
Revenue Day	An accounting period containing transactions with entry points within the 24 hours of a calendar day.
Roadside Network	The Roadside Network is comprised of Corridor communications between tolling elements on the roadside and with the Backhaul Network.
Roadway Operations	Operational activities that manage traffic to maintain maximum performance of the express lanes, monitor express lane activity through user interfaces to the TCS, and respond to incidents and issues using manual controls or system overrides provided through TCS user interfaces.
Secondary Host Site	Fully-functional redundant site to the primary Host site. The Secondary Host Site will be fully equipped with current databases, servers, switches and other equipment to replace the Host in the event of a catastrophic event at the primary Host site.
Segment	A subset of a Corridor between 'major destinations' containing several Zones.

Sign Controller	The component of the TCS that controls what is displayed on VTMS panels that broadcast tolling information to motorists and manage communications with the Host.
Site	See “Equipment Location Site.”
Site Commissioning Test	To verify in separate tests that each installation is performed properly, that the equipment and interfaces function properly, and have been properly integrated with the Toll Collection System (TCS).
Software	Any Source Code, Object Code, computer databases and any associated html and graphics files (other than Third Party Software that is separately licensed by BAIFA) that are supplied to BAIFA by TSI under the Agreement, together with all enhancements, improvements and modification to the foregoing, to satisfy BAIFA's specifications or requirements for the Lane System and Host.
Source Code	The computer programming code (other than binary code) and any procedural code such as job control language, which may be printed out or displayed in human readable form.
Source Code Documentation	All documentation reasonably necessary or desirable to allow for compiling and testing of the source code, including without limitation a list of applicable proprietary software development tools, license(s) to all applicable Intellectual Property, detail on any permitted third party commercially available software used in conjunction with the system (including name, version, sub-version number and release date), documentation on how any permitted third party commercially available software is linked to the system software, and documentation showing the identities of and most current available contact information for one or more qualified programmers who had or have responsibility for the creation of the source code at issue and the methodology such that they can explain the source code and the methodology and otherwise be used as system references.
Switchable Transponder	Any transponder with a mechanism for a customer to declare the number of occupants in their vehicle in real-time.
Synchronous Optical Networking (SONET)	The technology used by Caltrans for trunk communications. SONET is based on time domain multiplexing and requires highly accurate clocks to send data at specific time periods. Since SONET is a

	transport technology, it allows for transmission of a variety of protocols.
System Acceptance Test	To verify the performance of the entire Toll Collection System (TCS) over a continuous test period. The system-wide System Acceptance Test is performed in a manner similar to the Operations Test.
System Availability	The percentage of time that the TCS and any subsystem, hardware, device, component, or process is able to perform in full accordance with its functional and performance requirements with regard to a particular aspect of its overall operation.
Tag Status File	The file sent from the RCSC to the TCS Host containing the status of all home and CTOC transponders.
Title 21	The specification standard used by the State of California for high speed, open lane electronic toll collection and traffic management applications.
Toll Collection System (TCS)	The complete, functioning, electronic toll system that includes all hardware, software, system and user interfaces, electrical and communications equipment, and various technologies to manage traffic, monitor operations, facilitate toll collection, and report on System Data collected by the TCS. TCS may also refer to an unspecified component or subsystem of the TSI's technical solution that performs a function being identified in the requirements. The TCS may also be referred to as "toll system" or "system" within applicable context.
Toll Roadway Operations Center	Location where BAIFA operators will monitor the ELN operations.
Toll System Integrator (TSI)	The contractor responsible for designing, developing, installing, testing, and maintaining the TCS.
Tolling Commencement	The day toll revenue collection and operations begin using the TCS provided by the TSI.
Trip	The passage of a vehicle through an express lane Corridor from the point where the vehicle enters the express lane at an authorized entry location until it exits the express lane at an exit location. A Trip may include a single Segment/Zone/Read Point or multiple (but

	contiguous) Segments/Zones/Read Points.
Trip Building	The process within the TCS at the Host where Lane Transactions are processed to create Trip Transactions in order to charge tolls to vehicles making Trips in the express lane.
Trip Transaction	The package of information formed by the Host identifying a Trip made by a vehicle and the toll assigned to that Trip. The following modifiers can be added to Trip Transactions: • Tagged – Trip Transactions associated with a valid ~~FasTrak~~FasTrak® transponder • Image Based – Trip Transactions without a valid ~~FasTrak~~FasTrak® transponder, sent to the ~~FasTrak~~FasTrak® RCSC with VES images • Rejected - Trip Transactions which the ~~FasTrak~~FasTrak® RCSC cannot post to an account or pursue with a violation notice • Posted – Trip Transactions which the ~~FasTrak~~FasTrak® RCSC posted to an account
Variable Pricing	Variable pricing is a set of toll rates that change depending on the time of day.
Variable Toll Message Sign (VTMS)	An electronic dynamic message sign used along the express lane to display the toll rate at the time of passage through a Read Point.
Vehicle Occupancy Requirement	The number of passengers required to be in a vehicle for it to be eligible for HOV-discounted travel, provided a switchable transponder is present and appropriately declared. The Vehicle Occupancy Requirement is either HOV 2 or HOV 3+ for each Corridor.
Violation Enforcement System (VES)	The system that captures images of vehicle license plates on the facility and associates them with the correct Lane Transactions, for vehicles without a valid transponder.
Violation Notice	A notice issued for failing to pay a toll due by establishing and maintaining a valid transponder- or plate- based account with the ~~FasTrak~~FasTrak® RCSC. Violation Notices can include one or more transactions.
Violation Toll (VTOL)	A Trip Transaction flagged as an IBT at the Host but converted to an ETC Trip Transaction by the ~~FasTrak~~FasTrak® RCSC based on a change in the transponder status to 'valid transponder' made at the ~~FasTrak~~FasTrak® RCSC.

Work	All of the services, materials, equipment, and documentation required to be provided by the TSI under the Agreement and in conjunction with the Scope of Work.
Zone	A Zone consists of a set of contiguous Read Points in a single direction of travel with a single toll rate.

BAIFA EXPRESS LANE NETWORK TOLL COLLECTION SYSTEM INTEGRATION & MAINTENANCE AGREEMENT

PROFESSIONAL SERVICES AGREEMENT

Between

BAY AREA INFRASTRUCTURE FINANCING AUTHORITY (BAIFA)

And TOLL SYSTEM INTEGRATOR

For the BAIFA Express Lane Network Toll Collection System Integration & Maintenance

THIS AGREEMENT is made and entered into as of **DATE TBD** by and between the Bay Area Infrastructure Financing Authority (herein called "BAIFA"), a joint powers authority established pursuant to a joint powers agreement between the Metropolitan Transportation Commission and the Bay Area Toll Authority entered into pursuant to Government Code- § 6500 *et seq*., and **NAME TBD**, (herein called "TSI"**,** a _____ corporation organized under the laws of the State of - _____.

RECITALS

WHEREAS, BAIFA issued a Request for Proposal for a Toll System Integrator (TSI) to design, develop, furnish, fabricate, install, integrate, test and maintain a fully functioning toll collection system (TCS) for the BAIFA Express Lane Network Toll Collection System Integration & Maintenance project (herein called "the Project"); and

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

WHEREAS, the parties hereto now wish to enter into an agreement (the "Agreement") pursuant to which TSI will render professional services in connection with the Project as hereinafter provided.

NOW, THEREFORE, the parties hereto agree as follows:

1. GENERAL PROVISIONS

1.1. AGREEMENT

1.1.1. Documents Comprising Agreement

The BAIFA Express Lane Network (ELN) Toll Collection System (TCS) Agreement consists of the following signed documents, in order of precedence:

a. Change Orders;

b. Agreement terms and conditions, including Approved Project Schedules and Approved System Design Document;

~~c. Approved System Design Document;~~

~~d.~~ c. Attachment A, Scope of Work, including its Attachments;

~~e.~~ d. The Request for Proposal dated November 7~~xx~~, 2013, as revised by any Addenda issued;

~~f.~~ e. TSI's Proposal dated xx, 2013, as revised by Best and Final Offer dated xx, 2013.

If the above order of precedence does not resolve a conflict, the BAIFA Project Manager shall make a determination of the appropriate interpretation, which TSI agrees to implement, subject to the claims procedure in Article 13.2. In the event of a conflict between one or more provisions within one of the contract documents listed above, the more stringent provision with respect to TSI's duties and responsibilities shall prevail.

1.1.2. Agreement Interpretation

The documents comprising the Agreement are intended to be complementary, and to fully describe and provide for a complete Project. The parties agree that an interpretation that supports such intent shall be given precedence over one that does not. If the ambiguity allows more than one possible interpretation supporting the intent of a complete product and the references above do not resolve the ambiguity, the BAIFA Project Manager shall make a reasonable determination of the appropriate interpretation.

Where appropriate: references to statutes or regulations include all statutory or regulatory provisions consolidating, amending or replacing the statute or regulation referred to; the words "including" "includes" and "include" shall be deemed to be followed by the words "without limitation," unless otherwise indicated; references to articles or tasks are to this Agreement and include all sub-articles or subtasks under the article or section referenced; words not otherwise defined that have well-known technical or industry meanings are used in accordance with such recognized meanings; references to "persons" include their respective permitted successors and assigns and, in the case of "governmental persons," persons succeeding to their respective functions and capacities; and words of any gender used herein shall include the other gender where appropriate. Unless otherwise specified, lists contained in the Agreement describing or defining the Work shall not be deemed all-inclusive.

1.2. BAIFA'S AUTHORITY

1.2.1. BAIFA's Right to Equipment Location Site Access

BAIFA shall have the right to full access to the Equipment Location Sites ("Sites") at all times during the performance of this Agreement and any extensions thereof. BAIFA agrees that any personnel so granted access shall comply with applicable safety and security procedures for the Sites and shall not unduly interfere with the performance of the Work undertaken at such

Site. To the extent possible, reasonable advance notice shall be given of intended entry to a Site by BAIFA during non-business hours.

1.2.2. Authority of Project Manager

The BAIFA Project Manager, identified in Appendix 1, Designated Representatives, has the responsibility, under authority from BAIFA, to administer this Agreement so that its completion is accomplished in accordance with contractual requirements. Should the performance of the TSI or the quality of TSI's work or materials furnished not meet the standards specified in the Agreement, the BAIFA Project Manager has the authority to take any action or require any measures, on behalf of BAIFA, that are available to BAIFA under this Agreement to ensure compliance with contractual requirements, unless the Agreement specifically requires such action or measures to be taken by another individual.

1.2.3. Publicity and Public Presentations

BAIFA must approve all BAIFA or ELN-related copy in writing prior to publication by the TSI or its subcontractors. TSI shall not allow BAIFA or ELN-related copy to be published in TSI's or its subcontractors' advertisements or public relations programs without prior written approval from the BAIFA Project Manager; except that TSI and its subcontractors may include, without BAIFA prior approval, descriptions of the ELN or ELN TCS, their respective roles in the Project, and related contact information in resumes, proposals, qualification packages, project data sheets, and similar items used within the industry to propose and qualify for similar work. TSI agrees that published information on BAIFA or the ELN TCS shall be factual only and in no way imply that BAIFA endorses TSI's firm, service, or product.

In addition, during the term of the Agreement, BAIFA must approve in advance and in writing any public presentations made by TSI or its subcontractors on the ELN or ELN TCS, including in connection with conferences, trade fairs, and studies.

1.2.4. BAIFA's Right of Approval or Consent

Unless otherwise specified, under any provision granting BAIFA a right of approval or consent, such approval or consent will not be unreasonably withheld, conditioned or delayed.

1.3. TSI'S OBLIGATIONS

1.3.1. General Description

TSI shall perform all services, provide all materials, equipment, and software, and undertake all efforts necessary or appropriate (excluding only those efforts that the Agreement specifies will be provided or undertaken by BAIFA or other persons) to design, implement, and

maintain the Project to achieve the full extent of function required by the Agreement, in accordance with the terms and conditions set forth in the Agreement.

Omission from the Agreement of details of the Work that do not substantively alter the functional requirements or the mis-description of details generally acknowledged to be customary and/or necessary to carry out the Work or which TSI knew or reasonably should have known to be included in the Work shall not relieve TSI from performing such omitted or mis-described details, and it shall be performed as if fully and correctly set forth and described in the Agreement, without entitlement to a Change Order hereunder.

1.3.2. TSI's Project Manager

TSI has designated a Project Manager, identified in Attachment D, Key Personnel Assignments, who is authorized to manage the Work and communicate with BAIFA on a day-to-day basis and who will act as the primary point of contact in all matters on behalf of TSI. The Project Manager will assign other individuals as contacts with regard to specific functional areas of the Work, subject to the approval of BAIFA. The TSI's Project Manager is designated in Appendix 1 to this Agreement.

1.3.3. Key Personnel

The key personnel to be assigned to this work by TSI and, if applicable, their hourly rates, are set forth in Attachment D, Key Personnel Assignments, attached hereto and incorporated herein by this reference. Substitution of any of the personnel named in Attachment D requires the prior written approval of the Project Manager or a designee. TSI shall maintain records documenting compliance with this Article, which shall be subject to the audit requirements of Article 14.4. TSI agrees that all personnel assigned to this work will be professionally qualified for the assignment to be undertaken. BAIFA reserves the right to direct removal of any individual, including key personnel, assigned to this work.

1.3.4. Occupational Safety and Health

TSI and any subcontractor shall not require any laborer or mechanic employed in performance of the Agreement to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his or her health as defined by applicable safety and health standards.

1.3.5. Maintenance of Records

TSI shall accurately maintain all contract information in accordance with best industry practices and generally accepted accounting principles.

1.3.6. Permits and Licenses

Except as may be otherwise indicated in any Attachment to the Agreement, TSI shall procure all necessary permits and licenses, pay all charges and fees, comply with all permit conditions and give all notices necessary and incident to the due and lawful prosecution of the Work.

1.4. TSI'S REPRESENTATIONS

1.4.1. Authority to Contract

TSI represents, warrants and covenants for the benefit of BAIFA that TSI is duly organized with all requisite power to own its properties and assets and to carry on its business as now conducted or proposed to be conducted. TSI further represents, warrants and covenants for the benefit of BAIFA that the execution, delivery and performance of this Agreement has been duly authorized by all necessary actions of TSI and of TSI's members and will not result in a breach of or a default under TSI's organizational documents or any indenture or loan or credit agreement or other material agreement or instrument to which TSI or any member of TSI is a party or by which TSI's properties and assets may be bound or affected. This Agreement constitutes the legal, valid and binding obligation of TSI, enforceable in accordance with its terms.

1.4.2. TSI's Review of Agreement

By submitting a Proposal for the Project and by executing this Agreement, the TSI represents that it has carefully reviewed and understands all of the requirements of the Agreement, and has determined that it is fully able to conduct, perform and complete the requirements of the Agreement within the times required and on the terms and conditions stated in the Agreement.

1.4.3. Capabilities and Qualifications of TSI and TSI Personnel

TSI has, and throughout the term of this Agreement shall maintain, all required authority, professional ability, skills, capacity, financial resources, and has available or will obtain the necessary equipment, materials, tools and facilities, to perform its obligations hereunder in accordance with the requirements contained in the Agreement. All personnel performing work under this Agreement will have the necessary credentials and expertise and shall otherwise be fully qualified to perform the Work to which they are assigned.

1.5. GOVERNMENTAL RULES AND APPROVALS

TSI acknowledges and agrees that it is responsible for familiarizing itself with the requirements of any and all applicable governmental rules and regulations pertaining to its

performance of Work under this Agreement and for complying with the foregoing at its sole cost and expense and without any increases in the lump sum or unit prices in Attachment C, Price Forms, or any extensions of the Guaranteed Completion Dates in Attachment B, Project Schedule and Milestones of the Agreement on account of such compliance (other than those implemented through the Change Order procedure described in Article 12), regardless of whether such compliance would require additional time for performance or additional labor, equipment and/or materials not expressly provided for in the Agreement.

1.6. NOTICES

Except for invoices submitted by TSI pursuant to Article 3, Payment, all notices or other communications to either party by the other shall be deemed given when made in writing and delivered, mailed, emailed, or faxed to the individuals listed in Appendix 1. Address, fax, or email changes to Appendix 1 may be made by either party by written notice, without the need for a Change Order.

2. TIME PROVISIONS

2.1. AGREEMENT TERM

TSI's services hereunder shall commence on or after XX, 2014, and shall be completed no later than June 30, 2019, unless extended by duly executed amendment or earlier terminated, as hereinafter provided. The Agreement may be extended, in BAIFA's sole discretion, in annual increments of up to five (5) additional consecutive years, subject to the annual budgetary approval processes of BAIFA.

2.2. GUARANTEED COMPLETION DATES AND LIQUIDATED DAMAGES

TSI shall commence ELN TCS operations (Tolling Commencement) according to the Guaranteed Completion Dates in Attachment B, ~~Schedule and Project Milestones~~Project Schedule and Milestones, which are ~~March 17~~April 22, 2016 for Interstate 680; March 16, 2017 for Interstate 880; and September 21, 2017 for Interstate 80. TSI shall have AVI reader certification under the OmniAir Certification Services' ISO 18000-6C Certification Program completed by the Guaranteed Completion Date of Milestone 1-3~~4~~, "Preliminary~~Critical~~ Design Approval" in Attachment B, ~~Schedule and Project Milestones~~Project Schedule and Milestones, which is March 12, 2015.

Time is of the essence with respect to such dates. Failure to meet any Tolling Commencement Guaranteed Completion Date shall result in liquidated damages of $5,000 per day or any portion thereof, with no limitation of liability. Failure to meet the AVI reader

certification Guaranteed Completion Date shall result in liquidated damages of $50,000 per week or any portion thereof, with no limitation of liability.

2.3. COMPUTATION OF PERIODS

References to "days" contained in the Agreement shall mean calendar days unless otherwise specified; provided that if the date to perform any act or give any notice specified in the Agreement (including the last date for performance or provision of notice "within" a specified time period) falls on a non-business day, which means a weekend day, or one of the holidays listed in Appendix 2, BAIFA Holidays, such act or notice may be timely performed on the next succeeding day that is a business day. Notwithstanding the foregoing, requirements contained in the Agreement for which it is clear that performance is intended to occur on a non-business day, shall be required to be performed as specified, even though the date in question may fall on a weekend or BAIFA Holiday. The term "business day" shall mean days on which BAIFA is officially open for business.

2.4. PROJECT SCHEDULE

The Project Schedule shall be governed by Attachment B, Project Schedule and Milestones. With respect to changes to Attachment B, TSI shall submit project schedules for BAIFA approval according to Attachment A-2, Implementation Requirements, with the exception of changes to the Guaranteed Completion Dates for Tolling Commencement in Article 2.2. Any changes to the dates in Article 2.2 are subject to the Change Order procedures in Article 12.

TSI shall furnish sufficient resources to ensure the performance of the Work in accordance with Attachment B, Project Schedule and Milestones and the most recent Approved Project Schedule. If TSI falls behind in the performance of the Work as indicated in Attachment B or the Approved Project Schedule, TSI shall take such steps as may be necessary to improve its progress.

Submission of the monthly revision to the Project Schedule shall not release or relieve TSI from full responsibility for completing the Work within the time set forth in the previous Approved Project Schedule.

2.4.1. Notice to Proceed and Progression of Work

When indicated in Attachment B, Project Schedule and Milestones, TSI shall begin work only upon BAIFA's issuance of a Notice to Proceed. TSI shall at all times schedule and direct the Work to provide an orderly progression thereof, to achieve completion within the specified time for completion and in accordance with the Approved Project Schedule.

2.5. DELAYS

2.5.1. Mitigation of Damages and Delays

TSI agrees to take all reasonable and appropriate actions to mitigate damages in all circumstances, including, with respect to TSI, re-sequencing, reallocating or redeploying its resources, as appropriate.

In the event of potential delay, TSI shall~~ comply with Attachment A-2, Implementation Requirements, subsection 1.8.1, which requires that TSI shall~~ give written notice to BAIFA within ten~~fourteen~~ (10~~4~~) ~~days d~~Days after TSI knows or should have known of any cause or condition which might, under reasonably foreseeable circumstances, result in delay for which TSI may request an extension of time. Written notice of delay shall include: identification of the delayed activity; estimate of delay (number of days) to be mitigated by the Recovery Schedule described in Attachment A-2, Implementation Requirements, subsection 1.8.1; impacts to other scheduled TSI activities, interdependent project activities including civil work, and TSI Milestones; cause(s) of the delay; and a description of a plan for corrective action to mitigate the delay. Failure to give such written notice shall result in a waiver of the right to a time extension related to the cause or condition. In order to preserve the right to a time extension ~~for~~to a Guaranteed Completion Date of a ~~Pproject~~ M~~m~~ilestone specified in Attachment B, ~~Schedule and Project Milestones~~Project Schedule and Milestones, written notice must be given no later than thirty (30) days prior to the approved Guaranteed Completion Date of such ~~m~~Milestone.

2.5.2. Schedule Slippage

If at any time TSI fails to complete any activity by the completion date in the established Work schedule, unless previously excused by the BAIFA Project Manager in writing, or as elsewhere provided for in the Agreement, TSI shall comply with Attachment A-2, Implementation Requirements, subsection 1.8.1, which requires that TSI provide a Recovery Schedule. Notwithstanding TSI compliance with 1.8.1, Recovery Schedules do not release the TSI from liability for delayed Milestone delivery.

If TSI fails or refuses to implement measures sufficient to bring its Work back into conformity with the current Approved Project Schedule, its right to proceed with any or all portions of the Work may be terminated under the provisions of the Agreement. However, in the event BAIFA, in its sole determination, should permit TSI to proceed, BAIFA's permission shall in no way operate as a waiver of its rights nor shall it deprive BAIFA of its rights under any other provisions of the Agreement.

Under no circumstances is BAIFA responsible for any delay (or resulting damages) caused by or arising from the actions of TSI, its employees, agents, officers or subcontractors~~;~~

~~nor is TSI responsible for any delay (or resulting damages) caused by or arising from the actions of, BAIFA, its commissioners, officers, employees, and agents~~.

3. PAYMENT

3.1. GENERAL

Payments to the TSI will be as indicated in Attachment C, Price Forms, subject to any adjustments described below in Article, 3.4.3, TSI Performance and Penalties. All work performed by the TSI in meeting the requirements of the Agreement shall be paid under one of the payment methods below, in this Article 3, and such payment shall constitute full compensation for the Work, including, without limitation, all applicable surcharges such as taxes, insurance, bond premiums, and fringe benefits, as well as indirect costs, overhead and profit allowance, subcontractor costs, travel, materials, supplies, the cost of obtaining all government approvals and compliance with and maintenance of such governmental approvals, and all risk of inflation, currency risk, interest and other costs of funds associated with the payment schedule for the Work.

All invoices shall be made in writing and delivered or mailed to BAIFA as follows:

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

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

Prior to the first payment by BAIFA pursuant to this Agreement, TSI shall provide to BAIFA a properly completed U.S. Internal Revenue Service Form W-9, Request for Taxpayer Identification Number and Certification. TSI's final invoice must include the certification that all Personally Identifiable Information (PII) has been destroyed in accordance with Article 4.4.2~~4.3.2~~.

3.2. MAXIMUM PAYMENT

Subject to duly executed amendments, it is expressly understood and agreed that in no event will the total compensation to be paid TSI under this Agreement exceed the sum of [**SPELL**

OUT AMOUNT IN WHOLE DOLLARS ($_____)] ("Maximum Payment"), subject to the availability of funds and annual budget authorization by BAIFA. Should BAIFA terminate this Agreement before the expiration of the initial contract term due to the unavailability of funds or lack of annual budget authorization, the conditions of Article 15.2, Termination for the Convenience of BAIFA, would apply.

3.3. PAYMENT FOR IMPLEMENTATION

3.3.1. General

For the lump sum items in Attachment B, Schedule and Project Milestones, Milestone Series 1 through Milestone Series 5, payment will be made as indicated in Attachment C, Price Forms, C-5, Implementation Milestone Payments, based on satisfactory completion of the Milestones and related deliverables by the Guaranteed Completion Dates in Attachment B, Schedule and Project Milestones. "Completion" as used herein includes achievement of applicable approvals by BAIFA, in compliance with the submission and review process outlined in section 1.3.8~~6~~ of Attachment A-2, Implementation Requirements.

3.3.2. Invoices for Lump Sum Items

Invoices for lump sum payments shall be supported by BAIFA's written approval for all Qualifying Events and related deliverables described in Attachment B, Schedule and Project Milestones , including any additional documentation requested by BAIFA to support TSI's invoice. TSI shall provide any such additional documentation within fourteen (14) days of receipt of BAIFA's request. BAIFA may delay payment, with no interest accruing during the delay, for any invoiced item if, in BAIFA's sole opinion, sufficient supporting documentation has not been provided. If BAIFA and the TSI disagree about the Work completed as reflected in an invoice, BAIFA shall make payment based on the Work it believes is completed, and specify in writing the reason for the withheld amounts. The TSI may initiate the dispute resolution procedures set forth in Article 13 following BAIFA's written disapproval of any invoiced amount.

3.3.3. Withheld Amounts and Final Payment

BAIFA will withhold as a retainage 5% of the value of each payment due Attachment C-5, Implementation Milestone Payments, until all services required through System Acceptance as defined in Article 5.7, have been completed and accepted by BAIFA. Final payment of any balance due to TSI, including any amounts withheld, will be made promptly upon written

notification by BAIFA of System Acceptance and after receipt and written acceptance by BAIFA of the System Acceptance-related reports and working papers which are required to be furnished under this Agreement. Retainage will not be withheld on maintenance payments.

BAIFA will withhold as a retainage 5% of the value of each payment due under Attachment C-2, Maintenance Payments, until all services required through each Annual Performance Audit as defined in Attachment A-3, Maintenance & Warranty Requirements, have been completed and accepted by BAIFA. Final payment of any balance due to TSI, including any amounts withheld, will be made promptly upon written notification by BAIFA of the Annual Performance Audit Report and after receipt and written acceptance by BAIFA of the reports and working papers/documents which are required to be furnished under this Agreement for the Annual Performance Audit.

3.4. PAYMENT FOR MAINTENANCE

3.4.1. General

TSI shall be paid on a monthly basis, based on the price schedule set out in the Attachment C-2, Maintenance.

3.4.2. Invoices for Maintenance

Invoices for maintenance shall be submitted by TSI and received by BAIFA before or on the 15th of each month, and shall be supported by standard monthly reports that reflect the measures of each performance requirement for the billing month in each invoice. TSI shall also provide any additional documentation BAIFA may request within fourteen (14) days of receipt of the request. BAIFA may delay payment, with no interest accruing during the delay, for any invoiced item if, in BAIFA's sole opinion, sufficient supporting documentation has not been provided. If BAIFA and the TSI disagree about the Work completed as reflected in an invoice, BAIFA shall make payment based on the Work it believes is completed, and specify in writing the reason for the withheld amounts. The TSI may initiate the dispute resolution procedures set forth in Article 13 following BAIFA's written disapproval of any invoiced amount.

3.4.3. TSI Performance and Penalties

Failure to meet the performance requirements for maintenance provided in Attachment F, Performance Requirements & Penalties shall result in penalties as described therein. Standard reports shall be used to measure whether the performance standards in Attachment F, Performance Requirements & Penalties, have been met. Standard reports shall be generated by TSI and provided to BAIFA on a monthly basis. The reports shall be in a format approved by

BAIFA. Where performance measures are not met, accompanying supporting raw data and a correction plan shall be attached. Attachment F's Performance Requirements may be waived due to extraordinary or unforeseen events or due to circumstances beyond the control of the TSI as determined by the BAIFA Project Manager.

The total amount of assessed penalties shall be paid by the TSI to (BAIFA) within fifteen (15) days of notification of assessment. If payment is not received by BAIFA at that time, the total amount may be deducted by BAIFA from any money payable to the TSI pursuant to the Agreement. No delay by BAIFA in assessing or collecting penalties shall be construed a waiver of such rights. Issues that prevent the restoration of any area to the Performance Requirement shown in Attachment F, Performance Requirements and Penalties, shall be brought to BAIFA's attention immediately and shall not relieve the TSI of penalties. Penalties may be assessed in consecutive months if issues are not resolved.

If BAIFA elects not to impose penalties in a particular instance, said decision shall not be construed as a waiver of the right to pursue future assessments for penalties for failure to meet Performance Requirements; nor construed to limit any additional remedies available to BAIFA as provided in the Agreement.

3.5. PAYMENT FOR TASK ORDERS

3.5.1. General

TSI shall be compensated for System Improvements described in Article 12.3 as specified in signed Task Orders. All Task Orders shall be developed according to the process established in Attachment A-5, Task Order Process, attached hereto and incorporated herein, and should include, at a minimum, a completed form as shown in Attachment A-6, Task Order Form. All payments under Task Orders shall be consistent with Attachment~~s~~ C, Price Forms.

Payment terms may be based on acceptance of agreed-upon deliverables or upon time and materials reimbursement, depending on the requirements of each Task Order. For time and materials-based payment of Task Orders at the rates in Attachment~~s~~ C-4, Hourly Labor Rates, shall apply. The hourly rates in Attachment C-4 include all applicable surcharges such as taxes, insurance and fringe benefits as well as indirect costs, overhead and profit allowance, equipment, materials and supplies. Said hourly rates shall remain in effect for the term of the Agreement, unless BAIFA prior written authorization is obtained for any changes. In no event shall the total compensation to be paid TSI under the Agreement exceed the Maximum Payment specified in Article 3.2 of the Agreement.

3.5.2. Expenses General

For time and materials Task Orders, BAIFA will reimburse TSI for all expenses deemed reasonable and necessary by BAIFA incurred by TSI in the performance of this Agreement. Such reimbursement shall include travel and personal expenses incurred by employees or agents of TSI or any subcontractors in accordance with 48 Code of Federal Regulations Part 31 or Office of Management and Budget Circular A-122, as applicable.

3.5.3. Task Order Invoices

TSI shall submit invoices for services rendered under Task Orders no more frequently than on a monthly basis. Invoices shall identify work for which payment is requested by Task Order number (including fiscal year). All invoices will be dated, numbered in serial order, and signed by TSI. If applicable, TSI's final invoice must include the certification that all Personally Identifiable Information (PII) has been destroyed in accordance with Article 4.4.2~~4.3.2~~.

For Task Orders authorizing payment on the basis of satisfactory deliverables, TSI shall specify each deliverable for which payment is requested, the amount requested, and the total amount paid to date under the Task Order.

For Task Orders authorizing time and materials payment, TSI shall specifying the work performed, hours worked, and amount due (by personnel), authorized expenses (with receipts for such expenses), the total amount claimed under the invoice and the amount paid to date under the Task Order, which shall be supported by monthly progress reports.

4. RIGHTS IN DATA

4.1. DEFINITIONS

As used in this Article, the following capitalized terms have the following meanings:~~.~~

4.1.1. Commercial Software

The term "Commercial Software" means any software programs, code, materials or data used in the performance of this project for which the Intellectual Property Rights are owned by a third party, that is commercial and offered and sold in substantial quantities in the commercial marketplace, and that can be procured or utilized by BAIFA and other public entities in the same precise form as available to the general public, all of which software must be identified in Appendix 3, Software List.

4.1.2. TSI Software

The term "TSI Software" means any software programs, code, materials or data provided or required to be provided by TSI under this Agreement or otherwise used by TSI in the

performance of this Project, including without limitation any Software provided or required to be provided by TSI constituting Host Developments or Lane System Developments and including without limitation any modifications, updates, fixes, utilities and libraries provided or required to be provided by TSI under this Agreement, but excluding any Commercial Software specifically identified and permitted as required by this Agreement. TSI Software must be identified in Appendix 3, Software List.

4.1.3. Express Lane Network Host ("Host")

The terms "Express Lane Network Host" and "Host" mean the portion of Toll Collections System (TCS) that receives and processes Lane System data to form transactions, assign toll rates, determine pricing, build Trip Transactions, and report on System Data. The Host includes the system and user interfaces with BAIFA systems and system and user interfaces with third-party systems.

4.1.4. Express Lane Network Lane System ("Lane System")

The terms "Express Lane Network Lane System" and "Lane System" mean the portion of the TCS collects System Data from in-lane equipment, systems and sub-systems and processing the System Data for transmission to the Host. The Lane System includes the lane controller and in-lane equipment, and the operating systems, drivers, peripherals and interfaces. The Lane System includes the Software for maintenance and monitoring the lane level systems and subsystems. The Lane System does not include system or user interfaces with the Host.

4.1.5. Host Developments

The term "Host Developments" means: (i) those portions of the Software, Special Hardware, and Work Product that were developed under the Agreement to satisfy the specifications or requirements of the Host; (ii) those modifications of pre-existing software and hardware that were made to satisfy the specifications or requirements of the Host; and (iii) any changes to the foregoing that are made in response to requests by BAIFA or address the changing needs of BAIFA's Project or programs.

4.1.6. Intellectual Property Rights

The term "Intellectual Property Rights" means any and all copyrights, inventions, patents, trademark and service-mark rights, design rights, moral rights, trade secrets, know-how, and/or other intellectual-property or proprietary rights, whether or not registered or issued and whether arising under domestic or international law, common law, or any other legal principles.

4.1.7. Lane System Developments

The term “Lane System Developments” means: (i) those portions of the Software and Special Hardware that were developed under the Agreement to satisfy BAIFA specifications or requirements; (ii) those modifications of pre-existing software and hardware that were made to satisfy BAIFA specifications; and (iii) any changes to the foregoing that are made in response to requests by BAIFA or address the changing needs of BAIFA’s Project or programs.

4.1.8. Object Code

The term “Object Code” means: (i) the machine readable code version of the Software, which is substantially or entirely in binary form and is intended to be executable by a computer after suitable processing or linking but without intervening steps of compilation or assembly; and (ii) the written instructions necessary or appropriate for BAIFA to install and use the Object Code form of the Software for the TCS.

4.1.9. Software

The term “Software” means any Source Code, Object Code, computer databases and any associated html and graphics files (other than Third Party Software that is separately licensed by BAIFA) that are supplied to BAIFA by TSI under the Agreement, together with all enhancements, improvements and modification to the foregoing, to satisfy BAIFA's specifications or requirements for the Lane System and Host.

4.1.10. Software Documentation

The term “Software Documentation” means the Source Code on industry standard media and Source Code listing in human readable form of all Software including logic equations for programmable array logic integrated circuits (as well as the compiler or assembler and associated software tools for the Source Code); all design documents, specifications, flow charts, data flow diagrams and other materials or documents which explain the performance, function or operation of individual software programs and the interaction of programs within the TCS; license(s) to all applicable Intellectual Property, if any; all control files and scripts used to compile, link, load, and/or make the applications and systems, test scripts, test plans and test data; all password security codes and any other information and documents reasonably necessary or desirable to operate and maintain the Software.

4.1.11. Source Code

The term “Source Code” means the computer programming code (other than binary code) and any procedural code such as job control language, which may be printed out or displayed in human readable form.

4.1.12. Source Code Documentation

The term “Source Code Documentation” means all documentation reasonably necessary or desirable to allow for compiling and testing of the Source Code, including without limitation a list of applicable proprietary software development tools, license(s) to all applicable Intellectual Property, detail on any permitted third party commercially available software used in conjunction with the system (including name, version, sub-version number and release date), documentation on how any permitted third party commercially available software is linked to the system software, and documentation showing the identities of and most current available contact information for one or more qualified programmers who had or have responsibility for the creation of the Source Code at issue and the methodology such that they can explain the Source Code and the methodology and otherwise be used as system references.

4.1.13. Special Hardware

The term “Special Hardware” means any mechanical part and any piece of electrical or digital equipment that TSI designs, develops or modifies for the Host and Lane System, including, without limitation, lane controllers, hand-held reader devices, VTMS, together with the written instructions necessary or appropriate to install and operate the Special Hardware.

4.1.14. Special Hardware Documentation

The term “Special Hardware Documentation” means the documents that contain the necessary information to have the Special Hardware (and any modifications, improvements, or enhancements to the Special Hardware) manufactured and supplied to BAIFA, including, without limitation, the manufacturing drawings, data and specifications of the equipment and spare parts and of their tools, dies, and fixtures, including art work necessary to fabricate circuit boards; license(s) to all applicable Intellectual Property, if any; all drawings from top level equipment outline, interface and mounting, through assembly, sub-assembly, and fabricated piece parts drawings necessary to manufacture the equipment; all schematics and wiring diagrams and cable harness drawings; all installation, configuration, and layout drawings; all block diagrams and family trees; all assembly instructions and drawings; all test specifications for top-level equipment and for all assemblies to the lowest testable level of assembly; all test procedures for all tests; all maintenance manuals and procedures; all operator manuals; all flow charts relevant to the manufacture, assembly, programming and operation of the equipment; part lists containing sufficient information to procure all parts and material required to manufacture the equipment from its primary source, except software products available commercially; documentation for the Source Code if not provided otherwise; all password security codes and any other information and documents necessary to manufacture and maintain the Special

Hardware. Notwithstanding the foregoing, the Special Hardware Documentation does not have to include the information necessary to manufacture any Special Hardware part that is generally commercially available form at least two suppliers.

4.1.15. System Data

The term "System Data" means all information collected by and reported on through the TCS.

4.1.16. Toll Collection System ("TCS" or "Project")

The terms "Toll Collection System," "TCS," and "Project" mean the electronic toll system to manage traffic, monitor operations, facilitate toll collection, and report on System Data collected, including without limitation all components, hardware, Software, system and user interfaces, electrical and communications equipment, and other technologies.

4.1.17. Third Party Software

The term "Third Party Software" means Software not owned by TSI and ~~are~~ is necessary for the proper functioning of the TCS.

4.1.18. Work Product

The term "Work Product" means any and all works of authorship or other deliverables prepared, developed, or assembled by TSI under this Agreement or otherwise resulting from work performed by TSI under this Agreement, including without limitation any plans, specifications, drawings, quantities, proposals, sketches, diagrams, calculations, charts, tables, business rules, system requirements, concepts, processes, algorithms, configuration parameters, transaction processing rules, operational procedures, and logic, ~~-~~excluding TSI Software. Work Product includes, without limitation, Software Documentation and Special Hardware Documentation.

4.2. INTELLECTUAL PROPERTY AND WORK PRODUCT OWNERSHIP RIGHTS

4.2.1. Data to Be Furnished by BAIFA

All data, reports, surveys, studies, drawings, ~~software~~ Software (~~object~~ Object or ~~source~~ Source C~~c~~ode), electronic databases, and any other information, documents or materials ("BAIFA Data") made available to TSI by BAIFA for use by TSI in the performance of its services under this Agreement shall remain the property of BAIFA and shall be returned to BAIFA at the completion or termination of this Agreement. No license to such BAIFA Data, outside of the Scope of Work is conferred or implied by TSI's use or possession of such BAIFA Data. Any updates, revisions, additions or enhancements to such BAIFA Data made by TSI shall be the property of BAIFA and subject to the provisions of Article 4.2.3.

4.2.2. Restrictions on Use of BAIFA Data

The current electronic toll system including, processing techniques, and procedures that support the toll solution contain proprietary and/or confidential BAIFA information. The TSI and any permitted subcontractors will be required to sign a non-disclosure agreement agreeing to maintain the confidentiality of the current and future electronic toll system processes, and procedures prior to receiving any BAIFA Data deemed confidential by BAIFA.

Neither TSI nor its subcontractors will be permitted to use or disseminate any BAIFA Data outside of the context of the Project, without the prior written approval of BAIFA. All authorized uses of BAIFA Data by the TSI outside of the context of the Project shall include a copyright notice on behalf of BAIFA.

4.2.3. Work Products

Work Products shall be and are the property of BAIFA. BAIFA shall be entitled to copies and access to these materials during the progress of the work. Any such materials remaining in the hands of the TSI or in the hands of any subcontractor upon completion or termination of the work shall be immediately delivered to BAIFA. TSI hereby assigns to BAIFA ownership of any and all rights, title and interest in and to such Work Products, including ownership of any Intellectual Property Rights in the Work Product. TSI also agrees to execute all papers reasonably necessary and necessary for BAIFA to record or perfect its ownership of any such rights in the Work Product. Notwithstanding the above, “Work Products" are not intended nor shall they be construed to include TSI’s pre-existing intellectual property secured, developed, written, or produced by TSI prior to the execution of this Agreement or developed concurrently with this Agreement but not specifically for this Agreement; TSI shall retain all right, title and interest in any such pre-existing intellectual property.

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

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

4.2.4. TSI Software

TSI or its subcontractors and/or third party licensors of software shall retain ownership of the copyright to TSI Software. For all TSI Software except Lane System Developments, TSI hereby grants, and shall require any applicable subcontractor also to grant, to BAIFA a

nonexclusive, royalty-free, irrevocable, perpetual, assignable license to use, copy, modify, create derivative works based on, publish, or disclose TSI Software (including without limitation Source Code and Source Code Documentation for such Software) for the benefit and operation of the Project, effective upon payment under this ~~Contract~~ Agreement to TSI for such materials. BAIFA may exercise its license through a sublicense to a third party, without the approval of TSI or its subcontractors.

For all TSI Software constituting Lane System Developments, TSI hereby grants, and shall require any applicable subcontractor also to grant, to BAIFA a nonexclusive, royalty-free, irrevocable, perpetual, assignable license to use, copy, modify, create derivative works based on, publish, or disclose TSI Software (including without limitation Source Code and Source Code Documentation for such Software) for the benefit and operation of the Project, effective upon payment under this ~~Contract~~ Agreement to TSI for such materials. BAIFA may exercise its license through a sublicense to a third party, upon the occurrence of an escrow release event as provided in Article 4.2.7, Escrow Agreement and Release, without the approval of TSI or its subcontractors.

Through the term of this Agreement and throughout the maintenance period of this Agreement, TSI shall provide to BAIFA all bug fixes, patches, updates, upgrades, or the like relating to TSI Software.

For all TSI Software except Lane System Developments, TSI will deliver to BAIFA all Source Code, including Source Code to modifications, updates, fixes, utilities and libraries, along with any materials reasonably necessary to assemble or compile the Source Code and with Source Code Documentation—at a minimum at the time of the Operational Testing Milestones in Attachment A-2, Implementation Requirements, and in any event prior to System Acceptance.

Furthermore, with respect to all TSI Software except Lane System Developments, in addition to the Source Code and Source Code Documentation, the TSI shall make available to BAIFA, upon request, a list of all applicable software development tools, i.e., all software required to edit/alter the source code and successfully recompile and operate the software, including operating systems, libraries, tools and utilities, data base structures, code and compilers, as well as any other items not readily available to BAIFA in the commercial marketplace. In addition, throughout the maintenance period of this Agreement, TSI shall provide BAIFA with Source Code and Source Code Documentation for any and all modifications, updates, fixes, utilities and libraries relating to any such Software.

4.2.5. Commercial Software

TSI shall not use any Commercial Software on Project without the prior written approval of BAIFA. Commercial Software that is approved for use under this ~~Contract~~Agreement is listed in Appendix 3, Software List.

TSI shall secure and administer all licenses or sublicenses for Commercial Software used for the Project and shall provide to BAIFA copies of such licenses, along with any documentation provided by the third party suppliers. TSI shall not be required to furnish to BAIFA the Source Code to such Commercial Software, the right to make copies (other than back-up, archival, or other disaster-recovery copies), or the right to modify the software. However, TSI shall secure licenses to Commercial Software that authorize BAIFA to allow third parties to use such software in connection with the project.

Licenses or sublicenses shall name BAIFA as licensee, where possible and consistent with TSI's obligations under this Agreement. Otherwise, TSI shall be named as licensee. In that case, at least six months prior to the end of the Agreement term, TSI shall begin efforts either to assign such licenses or sublicenses to BAIFA or BAIFA's designee or, if such assignments are not practicable, to provide BAIFA with sufficient information to enable it to secure the licenses or sublicenses necessary for the continued operation of the project.

4.2.6. Open Source/Freeware and Other Software

Open Source/Freeware is defined as software for which the source code is made freely available for use, modification, and redistribution. ~~Open Source/Freeware also includes software that is neither a Work Product owned by BAIFA, as described in Article 4.2.3, Work Products, nor TSI software or commercial software, as defined in Articles 4.2.4, TSI Software and Article 4.2.5, Commercial Software, respectively.~~

Open Source/Freeware that is approved for use under this ~~Contract~~ Agreement is listed in Appendix 3, Software List. TSI shall not use any other Open Source/Freeware on Project without the prior written approval of BAIFA. Requests for approval shall be in writing and include the name, version, functionality, origin of software source, availability of source, author, technical documentation, integration and security issues, justification for use, and copies of applicable licenses. TSI agrees to service and maintain all open source/freeware approved for use.

TSI represents and warrants the following: (a) that the licenses for any Open Source/Freeware used in the Project allow the use of Open Source/Freeware in Project by, for, and on behalf of BAIFA; (b) there are no charges connected to any licenses for any Open Source/Freeware used in the Project or that it has fully covered any such charges; and (c) the use

of Open Source/Freeware will not conflict with or otherwise impair BAIFA's intellectual property and ~~work~~ Work P~~p~~roduct ownership rights set forth under this Article 4.

Any Software that is neither a Work Product owned by BAIFA, as described in Article 4.2.3, Work Products, nor TSI Software or Commercial Software, as ~~defined~~described in Article~~s~~ 4.2.4, TSI Software, and Article 4.2.5, Commercial Software, respectively, will be treated identically to Open Source/Freeware under this Article 4.2.6. Among other things, TSI must list any such other Software in Appendix 3, Software List, gain prior written approval of BAIFA to use any such software under this ~~Contract~~Agreement, service and maintain such Software approved for use, and make the same representations and warranties regarding any such ~~s~~Software stated above in this Article 4.2.6.

4.2.7. Escrow Agreement and Release

With the exception of TSI Software for which TSI is already obligated to provide Source Code and Source Code Documentation under Section 4.2.4 and Commercial Software, all Source Code to TSI Software, including Source Code to modifications, updates, fixes, utilities and libraries, shall be deposited in escrow, along with any materials reasonably necessary to assemble or compile the Source Code and with Source Code Documentation, prior to ~~System Acceptance~~the first Tolling Commencement Milestone. Every twelve (12) months for the duration of the maintenance period and within thirty (30) days following a major software change, the latest version of the Source Code and Source Code Documentation shall be placed in escrow.

Additionally, BAIFA may request additional escrow deposits at BAIFA's cost. If BAIFA requests such a deposit, TSI~~it~~ shall ~~be~~ complete the deposit within thirty (30) days of request by BAIFA. BAIFA shall have the right to retain the services of a reputable expert to compile and test the Source Code and review the Source Code Documentation deposited in the escrow account to determine that they are sufficient to permit BAIFA to exercise its rights to access such Source Code and documentation, at BAIFA's cost, subject to such expert's signing a nondisclosure agreement with the TSI or subcontractor owning the software. Should assistance be required of TSI during this process, TSI will be given a Change Order in accordance with the terms of this Agreement~~e Contract~~ to provide such services on a time and materials basis. Other than those costs associated with additional escrow deposits made at BAIFA's request, TSI is responsible for all costs associated with maintaining the escrow account. Such amounts are included in Attachment C, Price Forms.

Within thirty (30) days of the execution of this Agreement, TSI will further enter into a separate written escrow agreement with BAIFA. The escrow agreement will include at a

minimum the following as release events, the occurrence of any of which require the escrowed ~~software~~ Software and Source Code to be released to BAIFA:

1. in the event that TSI ceases to function as a going concern; makes an assignment for the benefit of creditors; becomes the subject of a proceeding in bankruptcy, receivership, insolvency or similar laws, which proceeding is not dismissed within thirty (30) days after it is instituted; or liquidates, dissolves or sells substantially all of its assets or is purchased by another company;
2. in the event that TSI is unable or fails to adequately and at reasonable cost to BAIFA support and maintain any licensed software, even after receiving reasonable notice as determined by BAIFA from BAIFA of such failure;
3. in the event that TSI materially breaches its agreement with BAIFA in a manner that directly interferes with BAIFA's ability to use the licensed software as agreed; or

~~3.~~4. in the event the Agreement is terminated ~~earlier~~ pursuant to Article 15.3, Termination for TSI's Default, on~~r~~ or before the effective termination date.

~~4. on the Project Completion Date or, if earlier terminated pursuant to Article 15 on or before the effective termination date~~

4.2.8. Bankruptcy

TSI hereby agrees and consents that, in the event an order for relief under the United States Bankruptcy Code has been entered with respect to BAIFA, BAIFA shall be permitted to assume this Agreement and all licenses to it from TSI set forth in this Agreement (the "License") pursuant to 11 U.S.C. § 365, notwithstanding any right TSI may have pursuant to 11 U.S.C. §365(c)(1) to object to such assumption. This consent shall constitute an irrevocable consent pursuant to 11 U.S.C. § 365 (c)(1)(B), but only consent with respect to BAIFA's assumption of the License and not consent to any assignment of the License.

4.3. CONFIDENTIAL INFORMATION

4.3.1. Nondisclosure of Confidential Information

During the performance of the Work under the Agreement, it may be necessary for one party to this Agreement to disclose or make certain confidential, non-public or proprietary information ("Confidential Information") available to the other party for purposes of carrying out the Project. Confidential Information may be tangible, intangible, visual, oral, written, and/or electronic information, present or future, and includes: (i) proprietary information learned through inspection of drawings, specifications or equipment; (ii) descriptions of proprietary processes, designs, functionality or know-how; (iii) proprietary software, programming data, code or information; and (iv) other information disclosed in writing and marked as "Confidential" or with a similar notice. As between BAIFA and TSI, Confidential Information

shall remain the sole and exclusive property of the disclosing party, and no license or other rights to Confidential Information or any works deriving from Confidential Information is granted or implied hereby. Confidential Information does not include information that: a) is now or subsequently becomes generally available to the public through no fault of the receiving party; b) the receiving party can demonstrate to have had rightfully in its possession prior to disclosure by the disclosing party or its contractors, vendors or licensors; c) the receiving party rightfully obtains from a third party who has the right to transfer or disclose it; or (d) is required to be disclosed by law or applicable legal process.

The receiving party agrees to take all necessary and reasonable precautions to maintain the confidentiality of Confidential Information and agrees not to use, copy, distribute or disclose such Confidential Information except for the business purpose underlying this Agreement, except as authorized in writing by the disclosing party. The receiving party further agrees to disclose Confidential Information only to ~~its~~ MTC Commissioners, Authority members, and Authority directors, officers, employees, contractors, and subcontractors who need to know such information, and who have agreed to be bound by the terms and conditions of this Article 4.3.1. To the extent that BAIFA sublicenses its rights as permitted under this Agreement, BAIFA will ~~seek~~ require a non-disclosure agreement with each applicable sublicensee in the form attached as Appendix 4. Promptly upon the request of the disclosing party, at any time and for any reason, the receiving party shall destroy or return to the disclosing party, all documents, computer files and other tangible materials that contain Confidential Information. These obligations survive the termination of this Agreement, unless otherwise agreed in writing.

The parties reserve the right to require any agents or third parties to whom Confidential Information must be disclosed to execute a nondisclosure agreement that incorporates the substantive requirements of this Article 4.

The current and future electronic toll system including processing techniques and procedures that support the toll solution are Confidential Information. If requested by BAIFA, TSI shall be required to sign a separate non-disclosure agreement prior to receiving such Confidential Information. Otherwise, the requirements contained in this Article 4.~~2~~3.1 protecting Confidential Information apply.

4.3.2. TSI Designation of Confidential Information

BAIFA's rights and responsibilities with respect to disclosure of any printed or electronic document or writing are subject to the California Public Records Act ("the Act" in this Article) (California Government Code § 6250 *et seq.*). To the extent that TSI considers any writing, as defined in Government Code § 6252 (e), to be a trade secret or otherwise confidential or proprietary, TSI shall mark such document or record "Confidential". BAIFA's agreement with

TSI's designation of the document or record shall be presumed fifteen (15) days after its receipt, and BAIFA will treat such document or record as Confidential Information, pursuant to Article 4.~~2~~3.1. However, should Confidential data be requested pursuant to the Act, TSI as a condition of non-disclosure shall indemnify, defend and hold BAIFA harmless against any claims, suits or other proceedings instituted against BAIFA under the Act for access to such writing, paying all costs associated with such claims, suits or actions, including legal fees, with sole control of their defense, including all negotiations, and any settlement or compromise.

If BAIFA disagrees with TSI's designation of the document or record as Confidential Information, BAIFA shall notify the TSI of BAIFA's decision in writing and may: (a) return the document to the TSI, requesting that it be re-designated as non-confidential or re-submitted, excluding any Confidential Information; or (b) agree to accept such document or record as Confidential Information, provided that TSI agrees in writing to indemnify, defend and hold BAIFA harmless against any claims, suits or other proceedings instituted against BAIFA under the Act for access to such writing, paying all costs associated with such claims, suits or actions, including legal fees, with sole control of their defense, including all negotiations, and any settlement or compromise.

4.4. PERSONALLY IDENTIFIABLE INFORMATION

TSI will have access to personally identifiable information ("PII") in connection with the performance of the Agreement. PII is any information that is collected or maintained by BAIFA or TSI that identifies or describes a person or can be directly linked to a specific individual, including that individual's account. Examples of PII include, but are not limited to, vehicle license plate number, toll tag identification number, and travel pattern data. The following special conditions related to the confidentiality and use of PII apply to this Agreement:

4.4.1. Right to Audit

TSI shall permit BAIFA and its authorized representatives to audit and inspect: (i) TSI's facilities where PII is stored or maintained; (ii) any computerized systems or electronic media used to share, disseminate or otherwise exchange PII; and (iii) TSI's security practices and procedures, data protection, business continuity and recovery facilities, resources, plans and procedures. The audit and inspection rights hereunder shall be for the purpose of verifying TSI's compliance with this Agreement, and all applicable laws.

4.4.2. General Confidentiality of Data

All PII made available to or independently obtained by TSI in connection with this Agreement shall be protected by TSI from unauthorized use and disclosure through the

observance of the same or more effective procedural requirements as are applicable to BAIFA. This includes, but is not limited to, the secure transport, transmission and storage of PII used or acquired in the performance of this Agreement.

TSI agrees to properly secure and maintain any computer systems (hardware and software applications) or electronic media that it will use in the performance of this Agreement. This includes ensuring all security patches, upgrades, and anti-virus updates are applied as appropriate to secure PII that may be used, transmitted, or stored on such systems in the performance of this Agreement.

TSI agrees to retain only the PII of a FasTrak® customer that is necessary to perform toll collection functions. All other information that may be collected and maintained shall be discarded no more than four- years and six months after collection. TSI shall purge all information, including PII, no later than four years and six months after the date of collection. At the conclusion of this retention period, TSI agrees to discard data, including PII, using industry standard Department of Defense ("DOD") compliant methods. Discarded data will be unavailable and unrecoverable following the respective purge exercise on any electronic media including, but not limited to, magnetic disk, optical disk, magnetic tape, and memory. No backup will be available following the purge. TSI agrees to destroy hard-copy documents containing PII by means of a cross-cut shredding machine. TSI agrees to use ~~DoD~~ DOD approved methods to sanitize any electronic media containing PII, including but not limited to magnetic disks, optical disks, magnetic tape, and memory prior to discarding (a) after useful life has ended or (b) at the conclusion of the Project, whichever comes first. Hard drives and computers shall be reformatted and reimaged in an equivalently secure fashion. TSI is prohibited from storing PII on portable hardware including, but not limited to laptops, thumbdrives and so forth. At the conclusion of the performance period of this Agreement, TSI shall submit a certification to the BAIFA Project Manager as follows: "All PII whether in electronic or hard-copy format, has been destroyed in accordance with the requirements contained in this Article 4.4, Personally Identifiable Information.

4.4.3. Compliance with Statutes and Regulations

TSI agrees to comply with the information handling and confidentiality requirements outlined in the California Information Practices Act (Civil Code sections 1798 *et.seq*.) and in the California Streets and Highways Code Section 31490. In addition, TSI warrants and certifies that in the performance of this Agreement, it will comply with all applicable statutes, rules, regulations and orders of the United States, the State of California and BAIFA relating to the handling and confidentiality of PII and agrees to indemnify BAIFA against any loss, cost, damage or liability by reason of TSI's violation of this provision.

4.4.4. Subcontractors

BAIFA approval in writing is required prior to any disclosure by TSI of PII to a subcontractor or prior to any work being done by a subcontractor that entails receipt of PII. Once approved, TSI agrees to require such subcontractor to sign an agreement in substantially identical terms as this Article 4.4, Personally Identifiable Information, binding the subcontractor to comply with its provisions.

4.4.5. TSI Guarantees

TSI shall not, except as authorized or required by its duties by law, reveal or divulge to any person or entity any PII which becomes known to it during the term of this Agreement.

TSI shall keep all PII entrusted to it completely secret and shall not use or attempt to use any such information in any manner which may injure or cause loss, either directly or indirectly, to BAIFA.

TSI shall comply, and shall cause its employees, representatives, agents and subcontractors to comply, with such directions as BAIFA may make to ensure the safeguarding or confidentiality of all its resources.

If requested by BAIFA, TSI shall sign an information security and confidentiality agreement provided by BAIFA and attest that its employees, representatives, agents, and subcontractors involved in the performance of this Agreement shall be bound by terms of a confidentiality agreement with TSI substantially the same in its terms.

4.4.6. Notice of Security Breach

TSI shall immediately notify BAIFA when it discovers that there may have been a breach in security which has or may have resulted in compromise to PII. For purposes of this section, immediately is defined as within two (2) hours of discovery. The BAIFA contact for such notification is as follows:

Privacy Officer
privacyofficer@mtc.ca.gov
(510) 817-5700

5. DESIGN, IMPLEMENTATION AND TESTING OF ELN TCS

5.1. GENERAL OBLIGATIONS

TSI shall perform all planning, design and software development services and complete all corresponding submittals required in Attachment A, Scope of Work.

5.2. INTENT OF AGREEMENT

The intent of the Agreement is to describe complete items to be procured. Where the Agreement requirements describe items in relation to performance, but not in complete detail, the best industry practice shall be followed.

5.3. SUBMITTALS

TSI's submittal requirements shall be as set out in Attachment A-2, Implementation Requirements, at section 1.3.8~~6~~, for deliverables, and shall comply with the schedule in Attachment B, Project Schedule and Milestones.

5.4. APPROVALS

Required TSI submittals are governed by the applicable sections of Attachment A, Scope of Work. BAIFA will review and approve or reject such submittals according to the applicable provision of Attachment A-2, Implementation Requirements.

Submittals inconsistent with any requirements of this Agreement shall not constitute a revision of such requirement unless the requirement is revised by change order pursuant to Article 12.

5.5. MATERIALS

TSI shall furnish all materials required to complete the work, except for BAIFA-furnished material as indicated. As used in this Article, the term "materials" shall mean materials and equipment furnished or items being procured. Notwithstanding any prior inspection or approval, only materials conforming to the requirements of the Agreement shall be incorporated. The materials furnished shall be new except as may specifically be provided elsewhere in the Agreement. TSI shall submit to the Project Manager a list of its sources of materials. The list shall be submitted in sufficient time to allow the Project Manager to provide for inspection and testing of materials in advance of their use if desired. TSI shall furnish samples as indicated in Attachment A, Scope of Work. Inspections and tests may be made by BAIFA as indicated. If made at any point other than the equipment delivery site, they shall in no way be considered as an indication of acceptance of any material that may be delivered later for incorporation in the Work.

5.6. TESTING

The prices in Attachment C, Price Forms, include full compensation for any testing performed by TSI under the Agreement. All costs incurred to remedy items found not to be compliant with the specifications shall be borne by TSI.

5.7. SYSTEM ACCEPTANCE

System Acceptance will be achieved when BAIFA determines that TSI has complied with the completion requirements set forth in Attachment A- 2, Implementation Requirements, for such System Acceptance. At a minimum, in order for System Acceptance to be considered by BAIFA to have occurred, BAIFA must have received all Project documents, drawings, software, hardware, interface, test data, manuals and other deliverables for the Project required under this Agreement. Further, TSI shall have successfully completed the Acceptance Testing and all of TSI's other obligations under Attachment A-2. TSI must have also submitted all requests for Change Orders, disputes of change notices/orders, and claims under Articles 12 and 13 related to Milestone Series 1 through 5, or a statement that no such requests, disputes or claims will be applied for or made and an Affidavit that all subcontractor debts and claims have been paid and/or settled.

6. MAINTENANCE OF BAIFA ELN TCS

6.1. GENERAL OBLIGATIONS

TSI's responsibilities for maintaining the BAIFA ELN TCS are set forth in ~~the~~ Attachment A, Scope of Work.

6.2. OPERATING POLICY

All policy decisions regarding the Project's operations shall rest with BAIFA.

6.3. OWNERSHIP OF PROJECT EQUIPMENT AND SUPPLIES

Subject to Article 4, Rights in Data, upon ~~Project Completion~~expiration of the final Warranty period as described in Section 3 of RFP Appendix 1: Attachment A-3, Maintenance and Warranty Requirements, ~~as defined in Article 8.1, as between BAIFA and TSI,~~ BAIFA shall own all materials and equipment, including computer hardware, and supplies purchased under this Agreement.

6.4. PROHIBITION AGAINST TAMPERING

TSI is prohibited from employing any electronic or other means of altering the performance data measurement. Tampering with, falsely reporting or artificially enhancing performance data is a material breach of this Agreement, subjecting the TSI to termination for default pursuant to Article 15.2.

7. WARRANTIES

7.1. WARRANTY TERM

The TSI's warranties under Articles 7.2 and 7.5 shall begin at Agreement execution and remain in effect for one year from the date of Project Completion, as defined in Article 8.1, Project Completion. The TSI's warranties under Articles 7.3 and Article 7.4 shall commence at agreement execution and shall be perpetual.

7.2. TSI WARRANTIES

TSI's warranties shall be in accordance with Attachment A, Scope of Work. TSI warrants that all materials, equipment, and other hardware items provided by the TSI for the Project (a) shall meet the applicable requirements of Attachment A, (b) shall be new at the time furnished, and (c) shall be free of all liens, encumbrances and other rights and interests of third parties. TSI, at its option, will, at no charge,~~.~~ either repair any warranted product not meeting these requirements with new or reconditioned parts, or replace it with the same or an equivalent product. Such repair or replacement is subject to the notice provisions set forth herein, and to the provisions in Attachment A-3, Maintenance ~~and~~ & Warranty Requirements. Repaired or replaced hardware products are warranted for the balance of the original applicable warranty period. All removed parts shall become the property of TSI.

TSI warrants that Project ~~software~~ Software will be free from defects that materially vary from the functional requirements and specifications in the Agreement. In addition, TSI makes no independent warranty as to any commercial off-the-shelf ~~software~~Software~~,~~ ; however, TSI will pass along the ~~software~~ Software provider's warranty, to the extent the terms of such warranty permit it.

BAIFA shall notify the TSI in writing, including by e-mail, or by telephone confirmed in writing, after discovery of a discrepancy or defect covered by the warranties set forth herein. TSI's warranty responsibilities hereunder shall be contingent upon BAIFA providing such notice within the Agreement's warranty period, except that if such discrepancy or defect is one of which TSI knew or should have known, as a result of its maintenance responsibilities under the Agreement, such notice shall be deemed given. As soon as practicable, and in any event within ten (10) days after receiving BAIFA's notice, the TSI shall propose a recommended method of correcting the discrepancy or defect that meets all requirements of the Agreement and involves the least loss of operating time.

If BAIFA determines that it would be inefficient or impractical for the TSI to perform the corrective work, or that the TSI is unwilling or unable, for whatever reason, to perform the corrective work in the manner or within the time required by the Agreement, BAIFA reserves the

right to perform the corrective work itself, or to select another firm or entity to perform the corrective work. If such corrective work by BAIFA or another firm or entity occurs because TSI is unwilling or unable to perform the work in accordance with the Agreement, such corrective work shall be at TSI's expense, provided that TSI is kept informed as to the details and costs of any such corrective work. The party performing such corrective work shall warrant the corrective work performed directly to BAIFA.

Unless otherwise required by BAIFA, the TSI shall perform the corrective work required to satisfy this warranty as rapidly as practicable, and in any event within sixty (60) days from the date such corrective work was begun, unless the extent of the corrective work reasonably requires a longer period of performance. The TSI shall perform the corrective work and shall procure required materials using the fastest means available in order to minimize BAIFA's loss of operating time.

7.3. PATENT AND COPYRIGHT WARRANTY

TSI represents and warrants that it will have all necessary patent, copyright, and any other necessary intellectual property rights to Work Products, software, and other deliverables furnished by TSI under the Agreement (referred to in this Article 7.3 as "Such Deliverables").

In case any Such Deliverables or its use under the Agreement is held to constitute an infringement of the patent rights or copyrights of a third party and its use is enjoined, the TSI, at the TSI's sole cost and expense, shall promptly and in consultation with BAIFA: (a) secure for BAIFA the right to continue using said Such Deliverables by suspension of the injunction or by procuring a royalty-free, perpetual, and transferable license(s); or (b) replace Such Deliverables with a non-infringing substitute that meets the requirements of the Agreement; or (c) modify Such Deliverables so that they become non-infringing, consistent with the requirements of the Agreement; or (d) if (a) through (c) are not reasonably practicable, remove Such Deliverables and refund to BAIFA the sums paid therefor without prejudice to any other rights of BAIFA. If the amount of time necessary to proceed with one of these options is deemed excessive by BAIFA, BAIFA may direct the TSI to select another option or risk default. Nothing in this Article shall be deemed to limit or condition BAIFA's rights under Article 10.2.2.

7.4. TITLE WARRANTY

TSI warrants that it owns or will own, and has or will have, good and marketable title to all goods, materials, equipment, tools, supplies, systems or equipment furnished or to be furnished, by it and its subcontractors that become part of the ELN TCS or are purchased for BAIFA for the operation, maintenance or repair thereof, free and clear of all encumbrances.

TSI warrants that the title conveyed under the terms of this Agreement shall be good and that all goods, materials, equipment, tools, supplies, systems or equipment shall be delivered to the Site free from all security interests or other liens or encumbrances. TSI also agrees to defend the title against all persons claiming the whole or part of any goods, materials, equipment, tools, supplies, systems or equipment.

7.5. WARRANTY OF SERVICES

In the performance of its services under this Agreement, TSI represents and warrants that it has and will exercise the degree of professional care, skill, efficiency, and judgment of contractors with special expertise in providing such services, and that it carries and will maintain all applicable licenses, certificates, and registrations needed for the work in current and good standing. In addition, TSI shall provide such specific warranties as may be set forth in specific Task Orders as agreed upon by the parties.

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

A. The right to have TSI re-perform such services at the TSI's expense; or

B. The right to have such services done by others and the costs thereof charged to and collected from the TSI if within thirty (30) days after written notice to TSI requiring such re-performance, TSI fails to give satisfactory evidence to the BAIFA that it has undertaken said re-performance; or

C. The right to terminate the Agreement for default. TSI shall be responsible for all errors and omissions and is expected to pay for all deficient work as a result of errors and omissions.

8. PROJECT COMPLETION AND TRANSITION

8.1. PROJECT COMPLETION

Project Completion will occur when BAIFA determines that all obligations under this Agreement have been met by TSI and all of the following have occurred:

A. BAIFA has received all documents, drawings, software, interface data, test data, manual, transition items, and other deliverables for the Project required under the Agreement;

B. TSI has submitted all requests for Change Orders, disputes of change notices/orders, or claims under Articles 12 and 13, or a statement that it will not submit such requests, disputes, or claims; and

C. Retentions owing to TSI have been released by BAIFA; and.

C.D. All obligations with respect to the escrow account referenced in Article 4.2.7 have been met.

8.2. TRANSITION AT END OF AGREEMENT TERM

8.2.1. End of Agreement

TSI shall perform the end of Agreement responsibilities as specified in the Agreement Documents or as otherwise directed by BAIFA.

8.2.2. Transition

Prior to Project Completion the TSI shall accomplish a complete transition of the Project from TSI to BAIFA, or to any replacement provider designated by BAIFA. TSI shall not, through any act or omission, cause any interruption of or adverse impact to any component of the Project, any other work provided by BAIFA or BAIFA-designated third parties, or BAIFA's customers. TSI shall cooperate fully in developing and implementing a transition plan with BAIFA or such BAIFA-designated replacement provider and promptly take all steps required to assist in effecting a complete and seamless transition.

The transition plan shall include all, but not be limited to, the following: a listing of all systems, hardware and software, on which training will be required, and training schedule. Such training shall include training of BAIFA personnel or of a third party contractor in the operation of the TSI software systems. TSI shall also provide the most current Project documentation in its native file format. If so requested, TSI shall provide all instructors, literature, training aids, and equipment reasonably necessary to train personnel to operate and maintain the Project, which shall be turned over to BAIFA at the termination of the Agreement. ~~All work related to such transition shall be performed by the TSI at no additional cost.~~

8.2.3. Condition of Assets

By the end of the Agreement term, all Project assets shall be in a state of good repair, subject to BAIFA's sole discretion in the determination of normal wear and tear and the remaining useful life of the project assets.

8.2.4. Failure to Comply

The Parties acknowledge and understand that TSI's failure to comply with the terms and conditions as stated in this Article 8 may adversely affect BAIFA and result in monetary loss to BAIFA. BAIFA shall assess, audit, and certify to the TSI monetary losses resulting from the TSI's failure to comply with contract provisions. BAIFA's reasonable determination as to the amount of the monetary loss suffered shall be conclusive and TSI shall compensate BAIFA for such loss within thirty (30) days of such a determination by BAIFA.

9. SUBCONTRACTORS

9.1. GENERAL

9.1.1. Approved Subcontractors

Subcontractors approved by BAIFA for subcontract work under this Agreement are listed in Attachment E, Subcontractor List, attached hereto and incorporated herein by this reference. Attachment E, Subcontractor List, shall be consistent with, and TSI shall use the subcontractors identified in its Proposal. Any substitution of, or shifting of work among the subcontractors listed in Attachment E must be approved in writing by BAIFA's Project Manager in advance of assigning or re-assigning work to a substitute subcontractor. Substitution of subcontractors shall be in accordance with California Public Contracts Code §4100, as applicable.

9.1.2. Subcontractor Agreements

Any subcontractors must be engaged under written contract with the TSI with provisions allowing the TSI to comply with all requirements of this Agreement, including without limitation Article 4.2.3, ~~Ownership of~~ Work Products. Failure of a subcontractor to provide insurance in accordance with Article 11, Insurance Requirements, shall be at the risk of TSI.

Applicable provisions of this Agreement shall be included in any subcontract or subconsultant agreement in excess of $25,000 entered into under this Agreement. TSI shall ensure that, when prevailing wage rates are applicable to work performed under the Agreement, they shall apply to labor performed under subcontracts or by assignment.

9.1.3. TSI's Subcontractor Obligations

Nothing contained in this Agreement or otherwise, shall create any contractual relation between BAIFA and any subcontractors, and no subcontract shall relieve TSI of his/her responsibilities and obligations hereunder. TSI agrees to be as fully responsible to BAIFA for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by TSI. TSI's

obligation to pay its subcontractors is an independent obligation from BAIFA's obligation to make payments to TSI.

9.1.4. Subcontractors' Claims

Any claim by TSI for additional compensation or schedule extension based on a subcontractor's claim shall be passed on to BAIFA for review only after an independent review and determination by TSI that such subcontractor's claim has merit under the terms and conditions of the Agreement.

9.2. ASSIGNMENT OF SUBCONTRACTS TO BAIFA

Each instrument evidencing any agreement of TSI with any subcontractor shall provide, pursuant to terms in form and substance satisfactory to BAIFA, that (a) the rights of TSI under such instrument are assigned to BAIFA contingent only upon written request from BAIFA or its successor or assignee following Agreement termination or expiration; and (b) all warranties (express and implied) of such subcontractor shall inure to the benefit of BAIFA.

9.3. SUBCONTRACT RECORDS

TSI shall allow BAIFA access to all subcontracts and records regarding subcontracts, consistent with Article 14.4, Audits, and shall deliver to BAIFA, within thirty (30) days after execution, true and complete copies of all subcontracts.

10. RISK ALLOCATION

10.1. FORCE MAJEURE

TSI shall not be responsible for any delays in performance resulting from a "Force Majeure" event, i.e., any event beyond the control of TSI and not due to an act or omission of TSI that materially and adversely affects TSI's obligations hereunder and which event (or the effects of which event) could not have been avoided by due diligence and use of reasonable efforts by TSI, including the following:

1. Any earthquake, hurricane, flood or other natural disaster;

2. Any epidemic, blockade, rebellion, war, riot, act of sabotage or civil commotion, disastrous or extensive fire or explosion, act of terrorism, or strike;

3. Any change in a governmental rule or regulation, or change in the judicial or administrative interpretation of a governmental rule or regulation, or adoption of any new governmental rule or regulation that imposes significant additional costs or delays on TSI and that was not reasonably

foreseeable at the Proposal Date; or

4. A court order restraining, enjoining, or delaying construction of the Project or the granting or renewal of any governmental approval that is necessary to the Project.

At BAIFA's sole discretion, TSI shall be granted an extension of time to compensate for the delay in the completion of its Work caused by a Force Majeure Event, provided that the TSI establishes that the Work would have been completed in a timely manner but for the Force Majeure event, that the TSI has taken reasonable precautions to prevent delays due to such event, and provided that the TSI has complied with the notice and other provisions of Article 12.2.3, TSI-Initiated Change Orders. The above-indicated causes for which extensions of time have been granted hereunder shall not in and of themselves entitle TSI to additional compensation.~~, except as provided in Article 12.2.4, Extensions for Certain Delays.~~

10.2. INDEMNIFICATION

10.2.1. General

To the maximum extent permitted by law, TSI shall indemnify, keep and hold harmless BAIFA and those entities (if any) identified as additional insureds in Article 11.9 and their commissioners, directors, officers, agents, and employees ("BAIFA Indemnified Parties") against any and all demands, claims, suits or actions arising out of any injury or death to persons or property or pecuniary, financial or economic losses that may occur, or that may be alleged to have occurred, arising from the performance of this Agreement by TSI caused by any breach of the Agreement or negligent act or omission or willful misconduct of the TSI or its officers, employees, subconsultants or agents.

TSI further agrees to defend any and all such claims, actions, suits or other legal proceedings and pay all charges of attorneys and all other costs and expenses of defenses as they are incurred. If any judgment is rendered against any of the BAIFA Indemnified Parties, TSI shall, at its expense, satisfy and discharge the same.

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

Notwithstanding any other provision to the contrary, the parties agree to submit to mediation pursuant to Article 13.3.2, Controversies Subject to Alternative Dispute Resolution, in the event they cannot come to an agreement concerning their respective obligations to defend claims, etc. under this Article 10.2.1 because of a causation dispute.

10.2.2. Patent and Copyright Infringement

TSI shall indemnify, defend and hold harmless BAIFA Indemnified Parties, and any or all of their commissioners, officers, and employees, including temporary BAIFA employees, from and against any and all claims, liabilities, losses, damages or expenses (including reasonable attorneys' fees and related costs, whether or not litigation has commenced) arising out of, relating to, or based on the allegation that Work performed or delivered by TSI for the Project or any portion thereof, or that any portion of the Project that was performed or delivered by TSI, infringes the proprietary and intellectual property rights of any third party in or to any invention, patent, copyright or any other rights, provided that (a) BAIFA notifies TSI in writing promptly but not more than thirty (30) days after BAIFA has actual notice of the claim; and (b) BAIFA gives TSI information and reasonable assistance for the defense. If TSI fails or refuses to defend any such claim, BAIFA may assume control of the defense, and TSI shall indemnify and hold BAIFA harmless for all fees, costs and expenses associated with or arising from such defense.

The provisions set forth in this Article are intended to be applied to the fullest extent allowed under the law and, if any portion of it is found to be void or unenforceable, the remainder is to be severable and enforceable. This indemnification shall survive termination or expiration of this Agreement.

10.3. RISK OF DAMAGE AND LOSS

10.3.1. Risk of Loss of Toll Collection Revenue

At all times throughout the term of this Agreement or any extension thereof, TSI shall bear all risk of loss to toll revenue due to any failure by the ELN TCS to properly process data, except for loss caused by the sole negligence or wrong-doing of BAIFA or to the extent caused by a Stop Clock Condition as set forth in Section 1.7 of Attachment F, Performance Requirements and Penalties.

TSI shall give written notice to BAIFA within one (1) day after TSI knows or should have known of any cause or condition which might, under reasonably foreseeable circumstances, result in loss of toll revenue. TSI shall produce an analysis of the estimated loss of gross toll revenue as soon as possible but in no event later than fourteen (14) days from such written notice. The analysis shall be based on a mutually agreed upon formula based on historical data maintained by BAIFA. In the event an agreement cannot be made, BAIFA's project manager will make the final determination of lost gross toll revenue. If TSI contests the project manager's decision, the TSI may initiate the dispute resolution procedures set forth in Article 13.3 Dispute Resolution. To collect the lost revenue, BAIFA may use any options at hand, including deductions from TSI's payments. BAIFA will reduce the amount of gross toll revenue to be

collected by any penalties that may be assessed per Attachment F, Performance Requirements & Penalties on the same loss event.

10.3.2. Risk of Damage and Loss to ELN TCS

Until Project Completion, TSI shall bear all risk of damage or loss to the ELN TCS, including all materials, equipment and property required for the implementation of the Project, including any ELN TCS equipment located off-site for repair or any other reason (with the exception of materials, equipment or property located at BAIFA's office or any other site the usage of which is controlled by BAIFA) except for damage and loss BAIFA agrees was caused by the sole negligence or wrong-doing of BAIFA. In the case of damage or loss that BAIFA agrees was caused by the sole negligence or wrong-doing of BAIFA, TSI must promptly replace the damaged or lost portions of the ELN TCS at TSI's cost, plus a 10% administrative markup fee, and submit the amount(s) thus expended to BAIFA for reimbursement as a clearly identified, separate item on its next invoice to BAIFA.

10.3.3. Foreseeable Circumstances

Except as otherwise provided in this Agreement all loss or damage arising from any obstruction or difficulties, reasonably foreseeable by TSI, whether natural or artificial, which may be encountered in the prosecution of the Work, or the furnishing of the supplies, materials or equipment, or from any action of the elements prior to Project Completion, or from any act or omission not authorized by the Agreement on the part of the TSI or any agent or person employed by it shall be the responsibility of and be borne by TSI.

~~**10.4. MITIGATION OF DAMAGES AND DELAYS**~~

~~TSI agrees to take all reasonable and appropriate actions to mitigate damages in all circumstances, including re-sequencing, reallocating or redeploying its resources.~~

~~In the event of potential delay, TSI shall comply with Attachment A-2, Implementation Requirements, subsection 1.8.1. Failure to comply with these requirements shall result in a wavier of TSI's right to a time extension related to the cause or conditions resulting in delay.~~

~~10.5.~~10.4. PASSAGE OF TITLE

Title to all hardware and supplies purchased under this Agreement and still useful in the operation of the Project shall pass to BAIFA at System Acceptance, as defined in Article 5.7 or upon early termination pursuant to Article 15, whichever comes first. TSI, at its own expense, shall take any and all actions necessary to perfect BAIFA's ownership of hardware and supplies. Title to Work Products and TSI Data is governed by the provisions of Article 4.~~1.~~2.

11. INSURANCE REQUIREMENTS

11.1. MINIMUM COVERAGES

The insurance requirements specified in this section shall cover TSI'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 TSI authorizes to work under this Agreement (herinafter referred to as "Agents.") TSI shall, at its own expense, obtain and maintain in effect at all times during the life of this Agreement the following typ.es of insurance against claims, damages and losses due to injuries to persons or damage to property or other losses that may arise in connection with the performance of work under this Agreement.

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

In the event TSI 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 TSI's insurance be primary without right of contribution from BAIFA. Prior to beginning work under this Agreement TSI shall provide BAIFA with satisfactory evidence of compliance with the insurance requirements of this section.

1. Workers' Compensation Insurance with Statutory limits, and Employer's Liability insurance with a limit of not less than $1,000,000 per employee and $1,000,000 per accident, and any and all other coverage of TSI's employees as may be required by applicable law. Such policy shall contain a Waiver of Subrogation in favor of BAIFA. Such Workers Compensation & Employers Liability may be waived, if and only for as long as TSI is a sole proprietor or a corporation with stock 100% owned by officers with no employees.
2. Commercial General Liability Insurance for Bodily Injury and Property Damage liability, covering the operations of TSI and TSI's officers, agents, and employees and with limits of liability which shall not be less than $1,000,000 combined single limit per occurrence with a general aggregate liability of not less than $1,000,000, and Personal & Advertising

Injury liability with a limit of not less than $1,000,000. Such policy shall contain a Waiver of Subrogation in favor of BAIFA.

BAIFA and those entities listed in Article 11.9 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 TSI's operations.

3. Business Automobile Insurance for all automobiles owned (if any), used or maintained by TSI and TSI's officers, agents and employees, including but not limited to owned (if any), leased (if any), non-owned and hired automobiles, with limits of liability which shall not be less than $1,000,000 combined single limit per accident.
4. Umbrella Insurance in the amount of $9,000,000 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 insureds requirements.
5. Professional Liability Insurance for Consultant's acts, errors and omissions including for any actual or alleged violations of service mark, trademark, trade name, copyright, or for plagiarism, or misappropriation of ideas and the resulting damages, including, but not limited to, economic loss to BAIFA and having minimum limits of $5,000,000 per claim.

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

6. Property Insurance. Property Insurance covering TSI'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 BAIFA (if any), and builders risk for property in the course of construction (if applicable). Coverage shall be written on a "Special Form" policy that includes theft, but excludes earthquake, with limits at least equal to the replacement cost of the property. Such policy shall contain a Waiver of Subrogation in favor of BAIFA.
7. TSIs' Pollution Liability Insurance. TSIs' Pollution Liability insurance for bodily injury and property damage coverage with a combined single limit for bodily injury and property damage of at least $1,000,000 per occurrence or claim and a general aggregate limit of at least $1,000,000. This insurance shall include coverage for, but not be limited

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

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

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

BAIFA, those entities listed in subsection 11.9, Additional Insured~~s~~, below, 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 TSI's operations.

11.2. ACCEPTABLE INSURERS

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

11.3. SELF-INSURANCE

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

11.4. DEDUCTIBLES AND RETENTIONS

TSI shall be responsible for payment of any deductible or retention on TSI's policies without right of contribution from BAIFA. 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 BAIFA seeks coverage as an additional insured under any TSI insurance policy that contains a deductible or self-insured retention, TSI 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 TSI, subconsultant, subcontractor, or any of their employees, officers or directors, even if TSI or subcontractor is not a named defendant in the lawsuit.

11.5. 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, TSI 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, TSI shall purchase "extended reporting" coverage for a minimum of three (3) years after completion of the work.

11.6. 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 TSI's personnel, subcontractors, and equipment have been removed from BAIFA's property, and the work or services have been formally accepted. TSI must notify BAIFA 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.

11.7. CERTIFICATES OF INSURANCE

Prior to commencement of any work hereunder, TSI shall deliver to BAIFA 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.

11.8. DISCLAIMER

The foregoing requirements as to the types and limits of insurance coverage to be maintained by TSI are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by TSI pursuant hereto, including, but not limited to, liability assumed pursuant to Article 10 of this Agreement.

11.9. ADDITIONAL INSURED

The following entities are to be named as Additional Insureds under applicable sections of Article 11.2 and as BAIFA Indemnified Parties, pursuant to the terms of Article 10.2~~.~~:

California Department of Transportation; Metropolitan Transportation Commission; Bay Area Toll Authority; California Highway Patrol; Alameda County Transportation Commission; Sunol

Smart Carpool Lane Joint Powers Authority; Santa Clara Valley Transportation Authority; Solano Transportation Authority; Contra Costa Transportation Authority.

11.10. FINANCIAL SECURITY (BONDS)

Concurrent with the execution and delivery of the Agreement and prior to the commencement of any work under the Agreement, TSI has provided, and shall maintain in effect for the term of the Agreement unless otherwise specified herein, the following types of bonds, issued by a surety acceptable to BAIFA on forms acceptable to BAIFA, consistent with Attachment G to this Agreement as financial security for the Project:

11.10.1. Performance Bond

The TSI to whom the Agreement is awarded shall provide a Performance Bond in an amount not less than 100% of the total price of Implementation. This amount is equal to Row E-32 on Cost Proposal Form C-1 (after subtracting Row ~~3~~ 2, Payment Bond and Row ~~4~~3, Performance Bond). ~~The TSIProposer to whom the Agreement is awarded shall provide a Performance Bond in an amount not less than one hundred percent (100%) of the total cumulative total price of the Agreement. This amount shall be calculated by adding the amounts inserted by Proposer on Row E-32 on Cost Proposal Form C-1 (after subtracting Rows 3, Payment Bond and Row 4, Performance Bond) and the Row entitled "Total Agreement Maintenance Costs" on Cost Proposal Form C-2.~~ The Performance Bond shall guarantee the TSI's faithful performance of the Agreement in compliance with all terms, conditions, and requirements specified in the Agreement. The Performance Bond is intended to secure faithful performance but not cap nor limit any liability of the TSI for damages. ~~Performance Bond, Implementation.~~ If, due to Change Orders, this dollar amount increases by more than 10%, the TSI shall secure consent of surety increasing the penal amount of the Performance Bond to reflect the revised dollar amount.

11.10.2. Payment Bond

The TSI~~successful Proposer~~ shall also provide a Payment Bond in the same penal amount as the Performance Bond. The Payment Bond shall provide BAIFA with security for the TSI's full payment to all subcontractors for costs of materials, equipment, supplies, and labor furnished in the course of performing any work that may be required under the Agreement.

11.10.3. Bond Release and Reduction

The Performance and Payment Bonds shall remain in full force and effect until Project Completion. ~~Sixty (60) days following~~ Upon approval of the Operations Test Milestone for each Corridor and following the System Acceptance Milestone, the penal amounts of the bonds may be reduced to no less than the sum of 100% of the remaining value of the Milestone Series 2

through 5 from Attachment B, Schedule and Payment Milestone, and 100% of the remaining value of Maintenance costs for Corridors that have passed the Operations Test Milestone~~Agreement, including maintenance~~, with the consent of the surety.

12. CHANGES TO THE WORK

12.1. GENERAL

BAIFA reserves the right to make alterations to and permit deviations from the Agreement and to require such changes in the extent or manner of performance of the Work as are determined by BAIFA to be necessary, subject to the provisions of this Article 12. With the exception of changes subject to the process in 12.3, System Improvements, all changes to the Agreement shall be incorporated in a written change order, which shall specify the changes in work performed and any adjustments to compensation and schedule, signed by the BAIFA Executive Director or a designated representative and TSI. The BAIFA Project Manager is not a designated representative for the purposes of approving a change order.

12.2. CHANGE ORDERS

12.2.1. BAIFA-Initiated Change Notice

Each proposed change to the Agreement initiated by BAIFA pursuant to Article 12.2 will be initiated by means of a written Change Notice issued by BAIFA. The Change Notice will include a description of the scope of the proposed change and a request for TSI to submit a proposal for performance of the changed work, including all compensation and/or schedule impacts, as described in Article 12.2.2, TSI's Change Notice Proposal.

TSI shall have fourteen (14) days to review and respond to the Change Notice, unless BAIFA has specified a longer period. If TSI fails to respond to the Change Notice within the specified period, BAIFA may issue a preliminary Change Order, pursuant to Article 12.2.5, such to TSI's right to protest under Article 12.2.6, Protest.

12.2.2. TSI's Change Notice Proposal

TSI shall provide to BAIFA a Change Notice Proposal for providing the changed work within the time specified in the Change Notice. TSI's costs for preparing Change Notice Proposals should be included in the price inserted in Cost Proposal Form C-1 under the Program Management Line. No additional compensation beyond the amount included in Cost Proposal Form C-1 shall be paid by BAIFA for such effort. Notwithstanding the foregoing, at the discretion of BAIFA for Change Notice Proposals in response to BAIFA-Initiated Change Notices, additional compensation for preparation

of individual Change Notice Proposals with dollar values exceeding ten (10) percent of the maximum payment amount specified in Article 3.2, Maximum Payment, may be made. If TSI believes the changed work will have a schedule impact, the Change Notice Proposal must include changes to the Approved Project Schedule.

The Change Notice Proposal shall contain cost or price information sufficient to allow BAIFA to make a determination that any increase in compensation to TSI is fair and reasonable. TSI shall use the ~~hourly~~ rates stated in Attachments C-3, Unit Prices and C-4, Hourly Labor Rates, in preparing its Change Notice Proposal, unless otherwise agreed by the BAIFA Project Manager. If cost reasonableness cannot be established on the basis of a catalogue or market price of a commercial product sold in substantial quantities, or on the basis of prices set by law or regulation, TSI is required to submit detailed cost breakdowns, including information on labor and materials costs, overhead and other indirect costs.

~~If TSI believes the changed work will have a schedule impact, the Change Notice Proposal must include changes to the Approved Project Schedule.~~

BAIFA will review the Change Notice Proposal, and the parties shall negotiate in good faith to determine the final terms and conditions of the Change Order and equitable adjustments to Attachment C, Price Forms, and/or Approved Project Schedule. If the parties cannot agree on terms, BAIFA may issue a preliminary Change Order, subject to TSI's right to protest under Article 12.2.6.

12.2.3. TSI-Initiated Change Orders

Should circumstances arise which, in the opinion of the TSI, justify additional compensation or time or require changes in the Work specified by the Agreement, TSI may initiate a Change Order by written request, including sufficient information regarding cost and schedule to provide a basis for negotiation with BAIFA, as provided in Article 12.2.2, TSI's Change Notice Proposal, including references to applicable provisions of the Agreement; the factual reasons for which TSI believes a revision to the Specifications, additional compensation, or a schedule extension is called for; and an estimate of any cost increase or schedule extension.

TSI shall meet with the BAIFA Project Manager or any other designated representative of BAIFA involved in evaluating the TSI's request for a Change Order. Following such discussion(s), BAIFA will either: (i) issue a Change Order for TSI's signature under Article 12.2.5; (ii) issue a written denial of TSI's request for a Change Order; or (iii) accept the request in part and deny it in part. If TSI agrees with the terms and conditions of a Change Order, TSI shall sign a copy of the Change Order and return it to the BAIFA Project Manager, and TSI shall

promptly proceed with the work as indicated therein. If TSI disagrees with BAIFA's action, it may file a protest under Article 12.2.6. If the TSI fails to protest in accordance with the applicable procedures, TSI shall not be entitled to file a claim for additional compensation or schedule extension or other remedy under Article 13 ~~for the change other than those specified in the Change Notice~~. Notwithstanding any request for a Change Order, TSI's duty to complete the Work in accordance with the provisions of the Agreement shall not be postponed or abated.

12.2.4. Extensions for Certain Delays

TSI may request a Change Order under Article 12.2.3, above to the extent that TSI has been delayed by a Force Majeure Event under Article 10.1. In such event, an extension of the appropriate Payment Milestone or Guaranteed Completion Date commensurate with the delay thus caused ~~will~~ may be granted, provided that TSI has complied with the notice and other procedures set forth herein. ~~If, in addition, TSI has suffered actual losses as a result of the delay; TSI took all reasonable precautionary and remedial actions, and was not able to fully mitigate such actual losses through insurance or otherwise; and the delay was not within the contemplation of the Agreement, then BAIFA shall pay the TSI the net amount of the unmitigated actual loss, provided that TSI has complied with the notice and other claims procedures set forth herein. Actual loss for delays shall be understood to include no items of expense other than reasonable, verified amounts, including documented indirect costs. TSI may file a protest under Article 12.2.6 or file a claim pursuant to Article 12.2 if BAIFA denies a request for a delay-related extension~~.

12.2.5. Change Order Issuance

Change Orders shall be issued by BAIFA as soon as practicable after their initiation by either party.

BAIFA may issue a Preliminary Change Order if it does not receive a TSI response to a Change Notice or if it agrees in part and disagrees in part to a TSI-initiated Change Notice. If TSI disagrees with the terms and/or conditions of the Preliminary Change Order, TSI may file a protest under Article 12.2.6.

BAIFA shall issue a Change Order if the terms of the Change Order have been agreed to by TSI or if TSI's protest of a Preliminary Change Order has been denied. If TSI agrees with the terms and conditions of such Change Order, TSI shall sign the Change Order and return it to the BAIFA Project Manager.

If TSI fails to protest a Preliminary Change Order, in accordance with the procedures in Article 12.2.6, TSI shall not be entitled to any claim for additional compensation or schedule extension arising out of or relating to any change in the Work other than that specified in the

Change Order, and payment will be made as set forth in the Change Order. Such payment shall constitute full compensation and schedule adjustment for any Work required therein, or all events giving rise to a TSI requested Change Order. TSI will be deemed to have consented to the terms and conditions set forth in any Preliminary Change Order that TSI does not dispute within ten (10) days or such other reasonable time period stated in the Preliminary Change Order for protest.

The following constitute amendments of the Agreement: (a) a Change Order signed by both parties; (b) a Change Order issued by BAIFA based on a Preliminary Change Order that was not protested by TSI in accordance with Article 12.2.6 or, if protested, was decided against TSI; and (c) a revised Change Order signed by the parties as a result of a claim filed pursuant to Article 13 decided in favor of TSI. When the Change Order becomes effective for any of these reasons, TSI shall promptly proceed with the Work as indicated in the Change Order. All documentation related to or impacted by a Change Order shall be updated and submitted for review and approval by BAIFA in accordance with Attachment A, Scope of Work.

12.2.6. Protest

TSI shall have ten (10) days from receipt of a BAIFA denial of a TSI-Initiated Change Notice or a Preliminary Change Order from BAIFA to protest any of its terms to the BAIFA Executive Director. Thereafter, TSI shall have up to ten (10) additional days to supplement its protest with additional information or documentation in support of its protest. The BAIFA Executive Director shall appoint a review officer to review the protest, and shall respond within twenty (20) days to TSI. BAIFA and TSI agree to negotiate in good faith to resolve disputed Change Orders.

An undisputed Change Order, and any disputed Change Order for which TSI's protest is denied, shall be considered as part of the Agreement, and is subject to the claims provisions in Article 13~~2~~.

This protest procedure shall apply to other disputes by TSI of discretionary decisions made by BAIFA under the Agreement.

12.2.7. Change Order Records

For cost data submitted in connection with Change Orders, unless such data is based on adequate price competition, established catalog or market prices of commercial items sold in substantial quantities to the public, or prices set by law or regulation, BAIFA and its representatives (for purposes of this Article 12.2.7, "BAIFA") have the right to examine all books, records, documents and other data of TSI related to the negotiation of or performance of Work under such Change Orders, for the purpose of evaluating the accuracy, completeness and

currency of the cost or pricing data submitted. The right of examination shall extend to all documents deemed necessary by BAIFA to permit adequate evaluation of the cost or pricing data submitted, along with the computations and projections used therein.

12.2.8. Exclusive Remedies

The procedures specified in this Article 12 are TSI's remedy of first resort for compensation for actual or constructive changes or delays. Claims resulting from actual or constructive changes or delay not first made through the procedures specified in this Article 12 and Article 2.5.1, Mitigation of Damages and Delays, are not permitted and are hereby waived by TSI. No course of conduct or dealings between the parties, no express or implied acceptance of changes or alterations to the Work, and no claim that BAIFA has been unjustly enriched by an alteration or change to the Work, shall be the basis of any other claim for an increase in compensation or extension in the time for completion of the Work.

12.3. SYSTEM IMPROVEMENTS

Following System Acceptance, System Improvements are project improvements that change, improve or add functionality to the way the TCS delivers its existing service to better meet user needs or improve back-end processes. These changes are distinguishable from ongoing maintenance in that they are not intended to remedy system defects, and, if not completed, the system would continue to operate per the functional requirements per the performance standards. The first 100 hours of System Improvements shall be considered part of the monthly maintenance fee at no additional cost to BAIFA. After the 100-hour threshold is reached System Improvements will be executed through task orders, either time and materials or deliverables based, mutually agreed upon between BAIFA and the TSI prior to execution. The System Improvements are further broken into two sub-categories: Optimizations and Enhancements.

12.3.1. Optimizations

Optimizations are System Improvements that are relatively uncomplicated and generally require fewer hours to complete than Enhancements. There will be one "blanket task order" written to accommodate potential optimizations during the course of this Agreement. This Optimizations Task Order will establish a dollar amount to be allocated for optimization work. Specific optimization tasks shall be identified on an on-going basis by BAIFA and TSI task leads. Optimizations shall be approved by BAIFA.

12.3.2. Enhancements

Enhancements are System Improvements that are complicated, estimated to require at least 41 person hours to complete, and will require deliberate planning to allow BAIFA and the

TSI to manage their potential impacts on core services, their complexity, and their potential risks. The 41-hour threshold does not automatically classify a system improvement as an Enhancement. The complexity and planning requirements of the work must also be considered when classifying the task as an Optimization or Enhancement, which shall be determined by BAIFA. Each Enhancement will be authorized by an individual Task Order negotiated and signed by BAIFA and the TSI. These Task Orders will specify the scope, schedule, budget and payment provisions for work to be performed (e.g., time and materials or deliverables).

13. CONFLICT RESOLUTION AND CLAIMS

13.1. TSI'S OBLIGATIONS

Failure by BAIFA to pay any amount in dispute shall not alleviate, diminish or modify in any respect TSI's obligation to perform under the Agreement, including TSI's obligation to achieve Project Completion and to complete all Work in accordance with the Agreement, and TSI shall not cease or alter its performance under the Agreement on account of any such amount.

13.2. CLAIMS AND DISPUTES

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

TSI shall not be entitled to the payment of any additional compensation or time extension for any cause, including any act, or failure to act, by BAIFA, or the failure or refusal to issue a modification, or the happening of any event, thing, or occurrence, unless it has given BAIFA due written notice of a potential claim. In addition, TSI must follow the notification procedures specified in Article 12, Changes to the Work and Article 2.5.1, Mitigation of Damages and Delays. ~~–~~The potential claim shall set forth the reasons for which TSI believes additional compensation or time may be due, the nature of the costs involved, ~~and~~ the amount of the potential claim, and the impact, if any, to the schedule.~~.~~

~~Such n~~Notice of claim shall be given to BAIFA no later than thirty (30) ~~working~~ days following either the occurrence of the event on which such claim is based or the date on which the TSI knew or should have known of the event, or where TSI disputes the result of a protest under Article 12.2.6 no later than twenty (20) ~~working~~ days of its receipt of BAIFA's response to the protest. In no event shall a claim be made after TSI has started performance of the ~~work~~ Work giving rise to the potential claim ~~for additional compensation~~.

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

If an agreement can be reached which resolves TSI's claim, the parties will execute an Agreement modification to document the resolution of the claim. If the parties cannot reach an agreement with respect to the TSI claim, they may choose to pursue dispute resolution pursuant to Article 13.3, Dispute Resolution, or BAIFA may terminate the Agreement.

13.2.1. Final Invoice~~Claim~~

Within thirty (30) days after the date of Project Completion, as defined in Article 8.1, TSI shall prepare and present to the BAIFA Project Manager a Proposed Final Invoice, showing the proposed total amount of compensation previously paid and remaining to be paid under the Agreement including all amounts retained.

13.2.2. BAIFA Payment of Final Invoice

All prior invoices and payments shall be subject to correction in the Proposed Final Invoice. BAIFA will review TSI's Proposed Final Invoice and respond with a written request for additional information or documentation, changes or corrections within thirty (30) days of its receipt or, in the case of a Final Invoice accompanied by one or more claims, within sixty (60) days.

Based on BAIFA's response, TSI shall submit a Final Invoice incorporating any changes or corrections made by BAIFA, together with any additional requested information or documentation. If BAIFA agrees with all requests for compensation in the Final Invoice, BAIFA will pay the entire sum found due within thirty (30) days of its receipt and will provide TSI with a copy of an Approved Final Invoice. If BAIFA does not agree with any amounts claimed as compensation, BAIFA shall respond in writing, within such thirty (30) day period, identifying those items in the Final Invoice that BAIFA is refusing to pay, along with a written explanation of the basis of the rejection. If BAIFA fails or refuses to act on a Final Invoice within the required time period, the claim shall be deemed to have been rejected by BAIFA on the last day of the period within which BAIFA was required to respond.

Upon final determination of all TSI's claims for payment in the Final Invoice, BAIFA shall pay the entire sum BAIFA finds due without prejudice to the rights of either BAIFA or TSI in connection with such disputed sums.

13.3. DISPUTE RESOLUTION

13.3.1. Informal Resolution of Disputes

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

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

13.3.2. Controversies Subject to Alternative Dispute Resolution

Any claim or controversy concerning the interpretation, application, or implementation of this Agreement between BAIFA and TSI which cannot be resolved through the informal efforts described above, may, by specific agreement of the parties, be submitted to alternative dispute resolution, specifically mediation.

13.3.3. Other Remedies

If a dispute is not resolved through discussion or the parties do not agree to alternative dispute resolution, either party may pursue available legal remedies in ~~either~~ the Superior Court of California located in the County in which BAIFA's office is located at the time of filing ~~for the County of Alameda or~~ or the Federal District Court for the Northern District of California. Nothing herein shall alter the requirements of Government Code Section 910 *et seq.* with respect to initiating a civil action against BAIFA.

13.3.4. Pending Resolution

The TSI shall continue to work during the dispute resolution process in a diligent and timely manner as directed by BAIFA, and shall be governed by all applicable provisions of the

Agreement. Likewise, BAIFA will continue to make non-disputed payments on non-disputed work during the dispute resolution process.

13.3.5. Cost of Alternative Dispute Resolution Proceedings

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

13.3.6. Survival of this Article

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

14. ADMINISTRATIVE AND STATUTORY REQUIREMENTS

14.1. LAWS AND REGULATIONS

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

14.2. STATE OF CALIFORNIA REQUIREMENTS

14.2.1. Antitrust Claims

The TSI's attention is directed to California Government Code §4552, which shall be applicable to the TSI and its subcontractors:

"In submitting a proposal to a public purchasing body, the Proposer offers and agrees that if the proposal is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. §15) or under the Cartwright Act (Chapter 2 (commencing with §16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchasing body pursuant to the proposal. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the Proposer."

14.2.2. Fair Employment Practices: California Fair Employment And Housing Act

In the performance of the Agreement, TSI agrees that it will not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, sexual orientation or age in any manner prohibited by law. TSI shall take affirmative action to ensure that applicants are hired and that employees are treated during employment in accordance with this non-discrimination obligation. Such action shall include, but not be limited to, employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. TSI shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this article.

14.3. RECORDS

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

14.4. AUDITS

TSI shall permit BAIFA and its authorized representatives to have access to TSI's books, records, accounts, and any and all work products, materials, and other data relevant to this Agreement, for the purpose of making an audit, examination, excerpt and transcription during the term of this Agreement and for the period specified in Article 14.3, Records. TSI shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, work products, materials and data for that period of time.

TSI further agrees to include in all its subcontracts hereunder exceeding $25,000 a provision to the effect that the subcontractor agrees that BAIFA, or any of its duly authorized representatives shall have access to and the right to examine any directly pertinent books, documents, papers, and records of such subcontractor for the term specified above.

14.5. SOLICITATION OF AGREEMENT

TSI warrants that it has not employed or retained any company or persons, other than a bona fide employee working solely for TSI, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person other than bona fide employees working solely

for TSI, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of the Agreement. For breach or violation of this warranty, BAIFA shall have the right to terminate the Agreement without liability or, at its discretion, the right to deduct from TSI's maximum payment the full amount of such fee, commission, percentage, brokerage fee, gift or contingent consideration.

14.6. PROHIBITED INTERESTS

TSI 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 BAIFA. TSI 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 BAIFA, 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, TSI further covenants that it has made a complete disclosure to BAIFA 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 BAIFA (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 BAIFA.

14.7. ORGANIZATIONAL CONFLICTS OF INTEREST

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

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

If at any time during the term of this Agreement TSI becomes aware of an organizational conflict of interest in connection with the work performed hereunder, TSI shall immediately provide BAIFA with written notice of the facts and circumstances giving rise to this organizational conflict of interest. TSI's written notice will also propose alternatives for addressing or eliminating the organizational conflict of interest. If at any time during the period of performance of this Agreement, BAIFA becomes aware of an organizational conflict of interest in connection with TSI's performance of the work hereunder, BAIFA shall similarly notify TSI. In the event a conflict is presented, whether disclosed by TSI or discovered by BAIFA, BAIFA will consider the conflict presented and any alternatives proposed and meet with TSI to determine an appropriate course of action. BAIFA's determination as to the manner in which to address the conflict shall be final.

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

14.8. PUBLIC WORKS PROVISIONS

Applicability

The provisions contained in this Article 14.8 are applicable to any public works components of the Project. Public Work has the same meaning as defined in California Public Contract Code §1101 and California Labor Code §1720, as applicable.

14.8.1. Prevailing Wages and Use of Apprentices

TSI shall comply with California Labor Code §1720 *et seq*. and Title 8 of the California Code of Regulations §16000 *et seq*. governing the payment of prevailing wages, as determined by the Director of the California Department of Industrial Relations, in regards to installation or any other public work performed under this Agreement. In particular, TSI'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). Applicable wage determinations include, but are not limited to, those in Appendix 5, Wage Determinations.4

14.8.2. State Labor Code

TSI shall comply with California State Labor Code §§1774 and 1775. In accordance with said §1775, TSI shall forfeit as a penalty to BAIFA not more than $200 for each calendar day or portion thereof for each worker paid less than the prevailing wage rates determined by the Director of Industrial Relations for such work or craft in which such worker is employed for any Work done under the Agreement by TSI or by any subcontractor under the Agreement (in

violation of the provisions of the California State Labor Code and, in particular, State Labor Code §§1770 to 1780, inclusive). The amount of forfeiture shall be determined by the Labor Commissioner based on specified factors pursuant to said §1775. In addition to said penalty and pursuant to said §1775, the difference between such stipulated prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the TSI. The Agreement shall be binding upon and inure to the benefit of BAIFA and TSI and their permitted successors, assigns and legal representatives.

14.8.3. Payroll Records

The TSI shall comply with the provisions of State Labor Code §§1776 and 1812, and shall be responsible for compliance by its subcontractors. The penalties specified in the Labor Code for noncompliance may be deducted from any monies due which may become due to the TSI.

14.8.4. TSI Inspection

The TSI shall inspect all materials, supplies and equipment that are to be used, consumed or incorporated in the Work, and provide records of such in a manner determined by the BAIFA Project Manager. In addition, TSI shall conduct a continuous program satisfactory to the BAIFA Project Manager or designee of construction quality control for all Work performed under this Agreement. The TSI shall have the primary responsibility for inspecting the Work and materials; the Project Manager or designee's inspection is conducted to verify that the TSI has performed its inspections. Any observation, verification, inspection, or approval of the Work or materials by BAIFA shall not relieve the TSI of any of TSI's obligations to fulfill the Agreement as prescribed. Work and materials not meeting Agreement requirements shall be made acceptable, and unsuitable work or materials may be rejected, notwithstanding that payment for such Work or materials may have been previously authorized and included in a progress payment.

15. BREACH, TERMINATION, DEFAULT

15.1. REMEDIES FOR BREACH

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

The duties and obligations imposed by the Agreement and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by BAIFA or TSI shall constitute a waiver of any right or duty afforded any of them under the Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

15.2. TERMINATION FOR THE CONVENIENCE OF BAIFA

BAIFA may terminate this Agreement, in whole or in part, at any time by written notice to TSI. Upon receipt of notice of termination, TSI shall stop work under this Agreement immediately, to the extent provided in the notice of termination, and shall promptly submit its termination claim to BAIFA. TSI shall be reimbursed for costs incurred for incomplete Work, limited to only that Work authorized by a BAIFA NTP, conducted up to the time of termination; a reasonable profit not to exceed 5%; and reasonable termination costs, not to exceed the amount payable under the Agreement for such Work. Termination costs include losses that have been or will be reasonably and properly incurred by TSI as a direct result of the termination of the Agreement, but only to the extent that the losses are incurred in connection with the Project and in respect of the provision of the Work where BAIFA has provided NTPs including: (i) any materials or goods ordered and/or subcontracts, rental or leasing contracts and/or insurance arrangements (including fees or penalties payable for early termination) placed that cannot be cancelled without such losses being incurred; (ii) any other expenditure and/or liability incurred in anticipation of the provision of the Work in the future that cannot be canceled or avoided; and/or (iii) the reasonable and justified costs of demobilization used in connection with the Work; provided that (a) the losses incurred under any such arrangements or agreements are consistent with terms that have been entered into in the ordinary course of business and on reasonable commercial terms; and (b) the TSI has reasonably mitigated such losses.

Subject to Article 4, any equipment, materials, Work Product and supplies paid for by BAIFA shall become, on payment, the property of BAIFA. If TSI has any property in its possession belonging to BAIFA, TSI will account for the same, and dispose of it in the manner BAIFA directs. Except as provided above, BAIFA shall not in any manner be liable for TSI's actual or projected lost profits had TSI completed the services required by this Agreement.

15.3. TERMINATION FOR TSI'S DEFAULT

15.3.1. Default Defined

Default by TSI shall include (a) breach of a material provision of the Agreement, and failure to correct such breach within the cure period provided below under the notice of default

described in Article 15.3.2~~Article 14.3.2~~; or (b) a "Default Event", which includes any of the following occurrences:

1. TSI ceases to function as a going concern;
2. TSI makes an assignment for the benefit of creditors;
3. TSI becomes the subject of any proceeding under any application bankruptcy, receivership, insolvency or similar laws, which proceeding is not dismissed within thirty (30) days after it is instituted; or
4. TSI liquidates or dissolves substantially all of its assets.

The contractual remedy of termination for default is not available to TSI; TSI's sole remedies against BAIFA are under Article 12 and 13.

15.3.2. Termination for Default

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

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

15.4. BAIFA OPERATION FOLLOWING NOTICE OF TERMINATION

BAIFA, in its sole discretion, may choose to take over or assign operation of the Project or any part of the Work following issuance of a notice of termination under Articles 15.2 and 15.3.

15.5. ACTIONS TAKEN FOLLOWING TERMINATION

Immediately upon receipt of a notice of termination, the TSI shall: (a) stop work under the Agreement on the date and to the extent specified in said notice; (b) terminate, unless otherwise directed by the BAIFA Project Manager, all orders and subcontracts to the extent that they relate to the performance of work terminated and place no further orders or subcontracts for materials, services or facilities, except as may be necessary for the completion of such portion of the work under the Agreement as is not terminated; (c) if directed by the BAIFA Project Manager, assign to BAIFA all of the right, title and interest of the TSI under any orders and subcontracts; (d) if directed by the BAIFA Project Manager, transfer title and deliver to BAIFA (i) work in progress, completed work, supplies, and other material produced as a part of, or acquired in connection with the performance of, the Work terminated by the Notice of Termination; and (ii) the completed or partially completed plans, drawings, manuals, information and other property which, if the contract had been completed, would have been required to be furnished to BAIFA; (e) complete performance of such part of the work as shall not have been terminated by said notice; (f) if termination was effected pursuant to Article 15.2, submit any claim for termination costs; and (g) follow any other directions directed by the BAIFA Project Manager.

15.6. TEMPORARY SUSPENSION OF WORK

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

If the suspension is due to TSI’s failure to perform work or carry out its responsibilities in accordance with this Agreement, or other action or omission on the part of the TSI, all costs shall be at TSI’s expense and no schedule extensions will be provided by BAIFA.

In the event of a suspension of the work, TSI shall not be relieved of TSI’s responsibilities under this Agreement, except the obligations to perform the work which BAIFA has specifically directed TSI to suspend under this section.

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

16. COST SAVINGS

~~15.7.~~16.1. EFFECTIVE DATE

This Article becomes effective after Milestone 2-9, I-680 Tolling Commencement has been approved by BAIFA.

~~15.8.~~16.2. COST REDUCTION PROPOSALS

TSI may submit to BAIFA, in writing, proposals for modifying the plans, specifications, or other requirements of the agreement for the sole purpose of reducing the total cost of the Project. The cost reduction proposal shall not impair, in any manner, the essential functions or characteristics of the Project, including but not limited to service life, economy of operation, ease of maintenance, desired performance, or design and safety standards

16.2.1. Cost Reduction Proposal Content

Cost reduction proposals shall contain the following information:

a. A description of both the existing Agreement requirements for performing the work and the proposed changes.
b. An itemization of the Agreement requirements that must be changed if the proposal is adopted.
c. The Agreement items of work affected by the proposed changes, including any quantity variation attributable thereto.
d. A detailed estimate of the cost of performing the work under the existing Agreement and under the proposed change. The estimates of cost shall be determined in the same manner as provided of Article 12.2.2, TSI's Change Notice Proposal.
e. An itemization of estimated impacts to system performance.
f. A statement of the time within which BAIFA's Project Manager must make a decision thereon.

16.2.2. Proposals Accepted at BAIFA's Sole Discretion

The provisions set forth shall not be construed to require BAIFA to consider any cost reduction proposal which may be submitted hereunder; and BAIFA will not be liable to the TSI for failure to act upon or accept any cost reduction proposal submitted, nor for any delays to the

Work attributable to any cost reduction proposal. If a cost reduction proposal is similar to a change already under consideration by BAIFA for the project at the time the proposal is submitted, BAIFA will not accept the proposal and BAIFA reserves the right to make the changes without compensation to the TSI under the provisions of this Article.

BAIFA shall be the sole judge of the acceptability of a cost reduction proposal and of the net savings in project costs from the adoption of all or any part of the proposal. In determining the net savings, the savings will be the sum of increases and decreases in proposal items at proposal item unit prices, payment adjustments including work-character change adjustments, and extra work at agreed price. BAIFA reserves the right to disregard the Agreement proposal prices if in the judgment of BAIFA, those prices do not represent a fair measure of the value of work to be performed or to be deleted.

16.2.3. Accepted Cost Reduction Proposals Subject to Change Order

The TSI shall continue to perform the Work in accordance with the requirements of the Agreement until an executed Change Order incorporating the cost reduction proposal has been issued. If an executed Change Order has not been issued by the date upon which the TSI's proposal specifies that a decision thereon should be made, or such other date as the TSI may subsequently have specified in writing, the cost reduction proposal shall be deemed rejected.

If the TSI's cost reduction proposal is accepted in whole or in part, the acceptance will be by an Agreement Change Order which shall specifically state that it is executed pursuant to this Article 16. The Change Order shall incorporate the changes in the plans, specifications or other requirements which are necessary to permit the cost reduction proposal, or that part of it as has been accepted, to be put into effect and shall include any conditions upon which BAIFA’s approval thereof is based, if the approval of BAIFA is conditional. The Change Order shall also set forth the net savings in project costs attributable to the cost reduction proposal effectuated by the Change Order and shall further provide that the TSI be paid 50 percent of that net savings amount. The TSI's cost of preparing the cost reduction incentive proposal shall be excluded from the calculation to determine the net savings in project costs. BAIFA’s costs of investigating a cost reduction incentive proposal shall be included in the calculation to determine net savings in project costs,

16.2.4. BAIFA's Reservation of Right Regarding Costs of Investigation

BAIFA reserves the right, where it deems such action appropriate, to require the TSI to reimburse, in part or in full, BAIFA's costs of investigating a cost reduction proposal submitted by the TSI or the costs for any significant modification to the design documents, as a condition of considering the proposal. Where this condition is imposed, the TSI shall indicate acceptance thereof in writing, and that acceptance shall constitute full authority for BAIFA to adjust amounts payable to BAIFA from any moneys due or that may become due to the TSI under the Agreement.

16.2.5. No Time Extension Unless Authorized by Change Order

Acceptance of the cost reduction proposal and performance of the Work hereunder shall not extend the time of completion of the Agreement or the Agreement's performance requirements unless specifically provided for in the Agreement Change Order authorizing the use of the cost reduction proposal.

16.2.6. Amount Specified in Change Order as Full Compensation

The amount specified to be paid to the TSI in the Change Order which results in a cost reduction proposal shall constitute full compensation to the TSI for the cost reduction proposal and the performance of the work thereof pursuant to the Change Order.

16.2.7. BAIFA's Reservation of Rights to Adopt Cost Reduction for General Use

BAIFA expressly reserves the right to adopt a cost reduction proposal for general use on contracts administered by BAIFA, the Bay Area Toll Authority (BATA), or the Metropolitan Transportation Commission (MTC) when it determines that the proposal is suitable for application to other contracts. When an accepted cost reduction proposal is adopted for general use, only the contractor who first submitted that proposal will be eligible for compensation pursuant to this section, and in that case, only as to those contracts awarded to that contractor prior to submission of the accepted cost reduction proposal and as to which the cost reduction proposal is also submitted and accepted. Cost reduction proposals identical or similar to previously submitted proposals will be eligible for consideration and compensation under the provisions of this Article if the identical or similar previously submitted proposals were not adopted for general application to other contracts administered by BAIFA, BATA, or MTC. Subject to the provisions contained herein, the State or any other public agency shall have the

right to use all or any part of any submitted cost reduction proposal without obligation or compensation of any kind to the TSI.

~~16.~~17. MISCELLANEOUS PROVISIONS

~~16.1.~~17.1. INDEPENDENT TSI

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

~~16.2.~~17.2. REPRESENTATIVES

BAIFA and TSI shall each designate an individual or individuals who shall be authorized to make decisions and bind the parties on matters relating to the Agreement. Either party may change its designated individual by a subsequent writing delivered to the other party.

~~16.3.~~17.3. SURVIVAL

All provisions that by their inherent character should survive termination of this Agreement shall survive the termination of this Agreement. These provisions include, without limitation, all those terms and conditions contained in Article 4, Rights in Data, Article 7, Warranties, Article 10.2, Indemnification, and Article 10.~~5~~4, Passage of Title.

~~16.4.~~17.4. ASSIGNMENT

~~16.4.1.~~17.4.1. By TSI

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

~~16.4.2.~~17.4.2. By BAIFA

BAIFA may, in its sole discretion, assign the Agreement, in whole or in part, to MTC, BATA or any authorized transportation or congestion management agency without the prior approval of TSI.

~~16.5.~~17.5. LANGUAGE

All specifications, manuals and other documents to be prepared under the Agreement shall be written in the English Language.

~~16.6.~~17.6. CHOICE OF LAW

All questions pertaining to the validity and interpretation of the Agreement shall be determined in accordance with the laws of California applicable to agreements made and to be performed within the State. Formal legal action brought as a result of this Agreement shall be venued as appropriate in either ~~-~~the Superior Court of California located in the County in which BAIFA's office is located ~~Alameda County Superior Court~~ at the time of the filing or the Northern District of California.

~~16.7.~~17.7. ATTORNEYS' FEES

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

~~16.8.~~17.8. PARTIAL INVALIDITY

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

~~16.9.~~17.9. BENEFIT OF AGREEMENT

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

~~16.10.~~17.10. SECTION HEADINGS

Section headings in this Agreement are not intended to have any substantive meaning and shall not be considered relevant to the interpretation of the terms and conditions of the Agreement.

~~16.11.~~17.11. ENTIRE AGREEMENT; MODIFICATION

This Agreement for Services, including any attachments, constitutes the complete Agreement between the parties and supersedes any prior written or oral communications. TSI represents that in entering into the Agreement it has not relied on any previous representations, inducements, or understandings of any kind or nature. This Agreement may be modified or amended only by written instrument signed by both the TSI and BAIFA. In the event of a

conflict between the terms and conditions of this Agreement and the attachments, the terms of this Agreement will prevail.

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

BAY AREA INFRASTRUCTURE FINANCING AUTHORITY	TOLL SYSTEM INTEGRATOR (TSI)
Steve Heminger, Executive Director	<Name, Title>

J:\CONTRACT\Procurements\Operations & Support Svcs\RFPs\BAIFA\ELN Integration and Maintenance\Agreement\ELN TSI Agreement Revised for Addendum No. 3.docx

ATTACHMENT A, SCOPE OF WORK

The services to be performed by TSI shall consist of services requested by the Project Manager or a designated representative including, but not limited to, the Work described in Attachments A-1 through A-4.

BAIFA may request additional services on an as-needed basis. All such services shall be authorized by Task Order, initiated and developed according to the detailed task order process described in Attachment A-5, Task Order Process, attached hereto and incorporated herein by this reference. Task Orders shall include, at a minimum, a detailed description of the work to be performed, a completion date for performance, a maximum payment amount, payment terms (deliverables-based or time and materials) and subcontractor participation (if any), in a completed form as shown in Attachment A-6, Task Order Form, attached hereto and incorporated herein by this reference.

Attachment A-1	System Requirements
Attachment A-2	Implementation Requirements
Attachment A-3	Maintenance & Warranty Requirements
Attachment A-4	Business Rules
Attachment A-5	Task Order Process
Attachment A-6	Task Order Form

ATTACHMENT A-5

TASK ORDER PROCESS

Detailed Task Order Process:

Task Orders will be numbered sequentially. The period of performance shall be as set forth in the individual Task Order. The process for developing, signing and tracking task orders is summarized as follows:

Step 1 – The BAIFA Project Manager ("BAIFA PM") prepares a draft Task Order to issue to TSI. The BAIFA PM may solicit feedback from TSI to facilitate drafting the Task Order.

Step 2* – TSI prepares a proposal in response to the draft Task Order. A draft Task Order, as included in this Agreement as Attachment A-6, Task Order Form, attached hereto and incorporated herein by this reference, shall be provided to TSI for review and comment.

Step 3* – The BAIFA PM reviews TSI's proposal to determine if it meets the objectives of the draft Task Order and if TSI's proposed costs are reasonable. The BAIFA PM may solicit early feedback from the BAIFA **SECTION DIRECTOR** at this time, if necessary. Any changes to the draft Task Order deemed appropriate by BAIFA shall be incorporated in a draft Final Task Order.

Step 4* – The BAIFA PM forwards the draft Final Task Order to the BAIFA Agreement Administrator for review and approval. Once approved, the BAIFA PM forwards two copies of the Task Order to the BAIFA **SECTION DIRECTOR**, for review and approval. The BAIFA **SECTION DIRECTOR** signs both copies of a Final Task Order to signify approval and returns them to the BAIFA PM.

Step 5 – The BAIFA PM sends both copies of the signed Final Task Order to TSI, who signs both copies and returns one to the BAIFA PM.

Step 6 – The BAIFA PM sends one copy of the fully executed Task Order to the BAIFA or BAIFA Task Lead who initiates work, and sends another copy to BAIFA Finance to encumber funds against the Task Order. The BAIFA PM keeps the original fully-executed Task Order for the official project record.

Step 7 – Any services added to the Agreement by a Task Order shall be subject to all applicable conditions of the Agreement. Revisions to Task Orders shall require written approval by both the BAIFA **INSERT TITLE OF SECTION DIRECTOR** and TSI. Revisions to Task Orders shall require written approval by both the BAIFA **INSERT TITLE OF SECTION DIRECTOR** and TSI.

Step 8 – The BAIFA PM is responsible for overseeing the successful conclusion of the Task Order, and will manage the progress of the work, track invoices against the Task Order budget, and track milestone completion against the Task Order schedule.

Step 9 – Once the BAIFA PM determines the Task Order is complete, the BAIFA PM will send written notification to TSI that the Task Order is complete and that all associated invoices are due to BAIFA within 30 days. Any balance of budget is made available to spend on future task orders at the BAIFA PM's discretion.

Step 10 – The BAIFA PM will annually assess the need for a Contract audit.

**The BAIFA Project Manager may revise the Task Order and/or TSI may be asked to revise the proposal based on feedback received during Steps 2 through 4.*

ATTACHMENT A-6

Task Order Form

1. Task Order No. (include FY)	
2. Title of Task:	
3. BAIFA or BAIFA Task Lead (if different from BAIFA Project Manager):	
4. Description of work:	*Summarize key task expectations.* For more information, see attached Task Order Budget and Schedule and Detailed Description of Work (attached).
5. Original Maximum Payment:	
6. Amended Maximum Payment:	*Include each amendment to maximum payment, by amendment number, for particular fiscal year.*
7. Completion Date:	Date Schedule attached.
8. Payment terms:	*Check the one that applies (see below for more information):* ☐ ☐ Deliverables

9. Payment Terms [*complete A for Task Orders including one or more deliverables-based payments or B for Time and Materials Task Orders.*]

A. Deliverables-based.

	Deliverable	Total Cost*
1.		$1
2.		$1
3.		$1
4.		$1
5.		$1

6.		$1
7.		$1
	Total:	$7.00

*Due upon satisfactory completion as determined by the BAIFA Project Manager.

B. Time and Materials

Specify hourly rate for applicable personnel and include estimate of expenses.

	Personnel/Expense	Duties	Rate	Est. Hours	Total Cost
1.			$		$1
2.			$		$1
3.			$		$1
				Total:	**$5.00**

Activity	Lead	Estimated Amount Budgeted
		$1
		$1
		$1
		$1
		$1
		$1
	TOTAL MAXIMUM PAYMENT	$6.00

BAY AREA INFRASTRUCTURE FINANCING AUTHORITY

Insert name and title of section director

Date:

TSI

Insert name and title of authorized individual

Date:

J/Contract/BAIFA pathname

Task Order Schedule

Deliverable/Milestone		Due Date
		Date

Detailed Description of Work

Task Order #: Title

1. Description of subtask 1.

Deliverable – deliverable name

2. Description of subtask 2.

Deliverable – deliverable name

3. Description of subtask 3.

Deliverable – deliverable name

4. Etc.

ATTACHMENT B, PROJECT SCHEDULE AND MILESTONES

This attachment will be created by compiling the following documents:

- RFP Appendix 1, Attachment B, Schedule & Project Milestone Dates with completed TSI Schedule Dates
- The Proposal Project Schedule, as accepted by BAIFA

ATTACHMENT C, PRICE FORMS

This attachment will be created by compiling the following Cost Proposal forms in RFP Appendix 2, Required Proposal Forms, as completed by the ~~Proposer~~ TSI and accepted by BAIFA:

Form C-1: Implementation

Form C-2: Maintenance

Form C-3: Unit Prices

Form C-4: Hourly Labor Rates

Form C-5: Implementation Milestone Payments

ATTACHMENT D, KEY PERSONNEL ASSIGNMENTS

	Name	Rate/hour	Task Description
1.		$xx	
2.			
3.			
4.			
5.			
6.			
7.			
8.			

ATTACHMENT E, SUBCONTRACTOR LIST

	Name/Address of subcontractor	Amount of Subcontract	Description of Work
1.			
2.			
3.			
4.			
5.			
6.			

ATTACHMENT F, PERFORMANCE REQUIREMENTS & PENALTIES

This attachment will be created by inserting Attachment C,* Performance Requirements and Penalties*, from the RFP.

ATTACHMENT G, PERFORMANCE BOND AND PAYMENT BOND

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS

THAT WHEREAS, the BAY AREA INFRASTRUCTURE FINANCING AUTHORITY (BAIFA) has awarded to

_____

as principal, hereinafter designated as the "TSI," a contract for the work described as follows:

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

NOW, THEREFORE, We, the undersigned TSI and Surety, are held and firmly bound unto BAIFA, in the sum of _____dollars ($_____, to be paid to BAIFA 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 TSI, 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 BAIFA, 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.

If contractor has been declared by BAIFA to be in default under the Contract for failing to perform the contract, Surety shall have a reasonable time to:

1. Upon entering into an acceptable written takeover agreement with Obligee, undertake to perform and complete the Construction Work to be done under the Contract; or

2. Obtain bids or negotiated proposals from qualified contractors for a contract for completion of the Construction Work to be done under the Contract, arrange for a contract to be prepared for execution by Obligee and contractor, to be secured with performance and payment bonds executed by a qualified surety; or

3. Waive its right to perform or complete the Construction Work pursuant to paragraphs 1 and 2 above, and with reasonable promptness under the circumstances: (a) After investigation, determine the amount for which it may be liable to the Obligee and, as soon as practicable after the amount is determined, tender payment therefore to the Obligee, or (b) Deny liability in whole or in part and notify the Obligee citing reasons therefore.

4. The Contract balance, as defined below, shall be credited against the reasonable costs of completing the Contract. If completed by Obligee pursuant to paragraphs 2 or 3 above, and the reasonable cost exceeds the Contract balance, Surety shall pay to Obligee such excess, but in no event shall the aggregate liability of Surety exceed the amount of this bond. If Surety completes the Contract pursuant to paragraph 1 above, that portion of the Contract balance as may be required to complete the Work to be done under the Contract and to reimburse Surety for its outlays shall be paid to Surety at the times and in the manner as said sums would have been payable to Principal had there been no

default under the Contract; provided, however, that to the extent that Surety's outlays exceed the Contract balance paid to Surety by Obligee, Surety shall be entitled to a dollar for dollar reduction of its liability under this bond, and Surety's aggregate liability shall not exceed the penal sum of this bond. The term "Contract balance," as used in this paragraph, shall mean the total amount payable by Obligee under the Contract and any amendments thereto, less the amounts property paid by Obligee to Principal under the Contract.

5. No suit or action shall be commenced hereunder other than in a court of competent jurisdiction in the county or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated and not elsewhere.

SIGNED, this _____ day of _____, 201_~~3~~

_____
Principal

_____
[Name of Surety]

_____
[SEAL] Attorney in Fact

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS

THAT WHEREAS, the BAY AREA INFRASTRUCTURE FINANCING AUTHORITY has awarded to

_____
as Principal, hereinafter designated as the "TSI," a contract for the work described as follows:

AND WHEREAS, TSI 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 TSI and Surety are held and firmly bound unto the BAY AREA INFRASTRUCTURE FINANCING AUTHORITY in the sum of _____ dollars ($_____), said sum being 100% of the estimated amount payable by the said the BAY AREA INFRASTRUCTURE FINANCING AUTHORITY 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 TSI, 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 TSI 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 _____ ,201_~~3~~

_____
TSI

_____
Surety

_____
[SEAL] Attorney in Fact

APPENDIX 1, DESIGNATED REPRESENTATIVES

TSI PROJECT MANAGER:

TBD

BAIFA PROJECT MANAGER:
Jim Macrae
101 Eighth Street
Oakland, CA 94607
510/817-5714 (phone)
510/817-5848 (fax)
jmacrae@mtc.ca.gov

APPENDIX 2, BAIFA HOLIDAYS

2014

Wednesday, January 1	New Year's Day
Monday, January 20	Martin Luther King, Jr. Day
Monday, February 17	Presidents' Day
Monday, May 26	Memorial Day
Friday, July 4	Independence Day
Monday, September 1	Labor Day
Tuesday, November 11	Veterans Day
Thursday, November 27	Thanksgiving Day
Friday, November 28	Day After Thanksgiving
Wednesday, December 24	Christmas Eve
Thursday, December 25	Christmas Day
Thursday, January 1	New Year's Day **"2015"**

APPENDIX 3, SOFTWARE LIST

This attachment will be created by inserting Proposal Section 2.2.7, Software List, from the Proposal.

APPENDIX 4, MUTUAL NON-DISCLOSURE AGREEMENT

This Mutual Non-Disclosure Agreement (this "***Agreement***") is made as of the _____ day of _____, 20__, between _____, a _____, whose address is _____, and the Bay Area Infrastructure Authority, a Joint Powers Authority between the Metropolitan Transportation Commission and the Bay Area Toll Authority, whose address is 101 – 8th Street, Oakland, CA 94607.

The above named parties desire to _____ (the "***Business Purpose***"). In connection with the Business Purpose the parties recognize that there is a need to disclose to each other certain confidential information to be used only for the Business Purpose and to protect such confidential information from unauthorized use and disclosure.

In consideration of the other party's disclosure of such confidential information, each party agrees as follows:

1. For purposes of this Agreement, "***Confidential Information***" means any tangible, intangible, visual, oral, written, and/or electronic information, present or future, and includes: (i) proprietary information learned through inspection of drawings, specifications or equipment; (ii) descriptions of proprietary processes, designs, functionality or know-how; (iii) proprietary software, programming data, code or information; and (iv) other information disclosed in writing and marked as "Confidential" or with a similar notice.

2. Each party agrees: (i) to maintain the other party's Confidential Information according to the same standards with which it protects its own confidential information but in no case less than reasonable care; (ii) not to disclose such Confidential Information to any third parties; and (iii) not to use any such Confidential Information for any purpose except for the Business Purpose. Each party may disclose the Confidential Information of the other party to its employees and consultants who have a bona fide need to know such Confidential Information for the Business Purpose, but solely to the extent necessary to pursue the Business Purpose and for no other purpose; provided that each such employee and consultant first executes a written agreement (or is otherwise already bound by a written agreement) that contains use and nondisclosure restrictions at least as protective of the other party's Confidential Information as those set forth in this Agreement.

3. Confidential Information does not include information that: (a) is now or subsequently becomes generally available to the public through no fault of the receiving party; (b) the receiving party can demonstrate to have had rightfully in its possession prior to disclosure by the disclosing party or its contractors, vendors or

licensors; (c) the receiving party rightfully obtains from a third party who has the right to transfer or disclose it; or (d) is required to be disclosed by law or applicable legal process.

4. Upon the disclosing party's request, the receiving party will promptly destroy or return to the disclosing party all tangible items and embodiments containing or consisting of the disclosing party's Confidential Information and all copies thereof (including electronic copies) and, upon the request of the disclosing party, provide the disclosing party with a written certificate signed by a responsible officer or official certifying the receiving party's compliance with the foregoing obligation.

5. All Confidential Information remains the sole and exclusive property of the disclosing party. Each party acknowledges and agrees that nothing in this Agreement will be construed as granting any rights to the receiving party, by license or otherwise, in or to any Confidential Information of the disclosing party, or any patent, copyright or other intellectual property or proprietary rights of the disclosing party.

6. Each party acknowledges that the unauthorized use or disclosure of the disclosing party's Confidential Information would cause the disclosing party to incur irreparable harm and significant damages, the degree of which may be difficult to ascertain. Accordingly, each party agrees that the disclosing party will have the right to obtain immediate equitable relief to enjoin any unauthorized use or disclosure of its Confidential Information, in addition to any other rights and remedies that it may have at law or otherwise.

7. This Agreement will be construed, interpreted, and applied in accordance with the internal laws of the State of California (excluding its body of law controlling conflicts of law). This Agreement is the complete and exclusive statement regarding the subject matter of this Agreement and supersedes all prior agreements, understandings and communications, oral or written, between the parties regarding the subject matter of this Agreement. Neither party may assign this Agreement, in whole or in part, without the other party's prior written consent, and any attempted assignment without such consent will be void.

8. The term of this Agreement will commence on the date first set forth above and continue until terminated, with each party having the right to terminate upon 90 days' written notice. This Agreement will apply to all Confidential Information disclosed during the term of this Agreement. The obligations of this Agreement with respect to Confidential Information disclosed during the term of this Agreement survive the termination of this Agreement, unless otherwise agreed in a writing duly signed by authorized representatives of both parties.

9. BAIFA's rights and responsibilities hereunder are subject to the California Public Records Act ("the Act" in this Article) (California Government Code § 6250 *et seq.*). Should Confidential Information be requested pursuant to the Act, _____ as a condition of non-disclosure shall indemnify, defend and hold BAIFA harmless against any claims, suits or other proceedings instituted against BAIFA under the Act for

access to such writing, paying all costs associated with such claims, suits or actions, including legal fees, with sole control of their defense, including all negotiations, and any settlement or compromise.

IN WITNESS WHEREOF, the parties hereto have executed this Mutual Non-Disclosure Agreement by their duly authorized officers or representatives as of the date first set forth above.

_____:	**BAY AREA INFRASTRUCTURE AUTHORITY:**
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____

APPENDIX 5, WAGE DETERMINATIONS

APPENDIX 5, WAGE DETERMINATIONS

APPENDIX 5, WAGE DETERMINATIONS

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

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: TRAFFIC CONTROL/LANE CLOSURE (LABORER) [g]
AND
PARKING AND HIGHWAY IMPROVEMENT PAINTER (LABORER)

DETERMINATION: NC-23-102-13-2013-3
ISSUE DATE: August 22, 2013
EXPIRATION DATE OF DETERMINATION: June 29, 2014** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.
LOCALITY: All localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba Counties.

Classification (Journeyperson)	Basic Hourly Rate	Employer Payments: Health and Welfare [f]	Pension [a]	Vacation and Holiday [b]	Training	Other Payments	Straight-Time: Hours	Total Hourly Rate	Overtime Hourly Rate: Daily 1 1/2X	Saturday[c] 1 1/2X	Sunday And Holiday
TRAFFIC CONTROL AND RELATED CLASSIFICATIONS											
AREA 1 [d]											
Traffic Control Person I	27.94	6.64	9.47	2.63	0.39	0.15	8	47.22	61.19	61.19	75.16
Traffic Control Person II	25.44	6.64	9.47	2.63	0.39	0.15	8	44.72	57.44	57.44	70.16
Flag Person	27.64	6.64	9.47	2.63	0.39	0.15	8	46.92	60.74	60.74	74.56
AREA 2 [d]											
Traffic Control Person I	26.94	6.64	9.47	2.63	0.39	0.15	8	46.22	59.69	59.69	73.16
Traffic Control Person II	24.44	6.64	9.47	2.63	0.39	0.15	8	43.72	55.94	55.94	68.16
Flag Person	26.64	6.64	9.47	2.63	0.39	0.15	8	45.92	59.24	59.24	72.56

DETERMINATION: NC- 23-102-13-2013-3A
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.

Traffic Control Trainee[e]											
Stage 1 (2000 hours only)	17.32	6.64	9.47	2.63	0.39	0.15	8	36.60	45.26	45.26	53.92

Footnotes listed on page 44A.

DETERMINATION: NC- 23-102-13-2013-3B
ISSUE DATE: August 22, 2013
EXPIRATION DATE OF DETERMINATION: September 30, 2013* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director – Research Unit at (415) 703-4774 for the new rates after ten days after the expiration date if no subsequent determination is issued.
LOCALITY: All localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, and Yuba Counties.

Classification (Journeyperson)	Basic Hourly Rate	Employer Payments: Health[f] and Welfare	Pension[a]	Vacation and Holiday[b]	Training	Other Payments	Straight-Time Hours	Total Hourly Rate	Overtime Hourly Rate: Daily 1 1/2X	Saturday[c] 1 1/2X	Sunday And Holiday
STRIPER AND RELATED CLASSIFICATIONS											
Striper	29.44	6.54	7.55	2.48	0.34	0.13	8	46.48	61.20	61.20	75.92
Traffic Delineating Device Application (Traffic Delineating Device Applicator, Pavement Markings Applicator, Traffic Protective System Installer, Traffic Surface Abrasive Blaster)	28.00	6.54	7.55	2.48	0.34	0.13	8	45.04	59.04	59.04	73.04
Parking Lots, Game Courts, & Playgrounds Striper	24.23	6.54	7.55	2.48	0.34	0.13	8	41.27	53.385	53.385	65.50
Striper Trainee											
Stage 1 (1st 2,000 hrs)	16.57	6.54	7.55	2.48	0.34	0.13	8	33.61	41.895	41.895	50.18
Stage 2 (2nd 2,000 hrs)	17.57	6.54	7.55	2.48	0.34	0.13	8	34.61	43.395	43.395	52.18
Stage 3 (3rd 2,000 hrs)	18.57	6.54	7.55	2.48	0.34	0.13	8	35.61	44.895	44.895	54.18

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

a Includes an amount for the Annuity Trust Fund.

b Includes an amount for Supplemental Dues

c Saturdays in the same workweek may be worked at straight-time if job is shut down during the normal workweek due to inclement weather, major mechanical breakdown or lack of materials beyond the control of the employer.

d **AREA 1** - Alameda, Contra Costa, Marin, San Francisco, San Mateo and Santa Clara Counties.
AREA 2 - Alpine, Amador, Butte, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Joaquin, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo and Yuba Counties.

e An individual employer may employ one (1) Traffic Control Trainee for every one (1) journeyman Traffic Control Person I.

f Includes an amount for Retiree Health & Welfare

g The rates of the Laborer classifications for the craft of Traffic Control/Lane Closure (Laborer) do not apply to traffic control work associated with parking and highway improvement projects in San Joaquin, Tuolumne, and Yolo Counties. For traffic control work associated with parking and highway improvement projects in these three counties, the minimum rate of pay is that of the Painter classifications for the craft of Parking and Highway Improvement Painter (Painter).

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

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

STATE OF CALIFORNIA Edmund G. Brown Jr., *Governor*

DEPARTMENT OF INDUSTRIAL RELATIONS
Office of the Director – Research Unit
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

MAILING ADDRESS:
P. O. Box 420603
San Francisco, CA 94142-0603

PREDETERMINED INCREASE FOR

TRAFFIC CONTROL/LANE CLOSURE (LABORER)

(NC-23-102-13-2013-3 and NC-23-102-13-2013-3A)

AND

PARKING AND HIGHWAY IMPROVEMENT PAINTER (LABORER)

(NC-23-102-13-2013-3B)

IN 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[1], SAN MATEO, SANTA CLARA, SANTA CRUZ, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA, STANISLAUS, SUTTER, TEHAMA, TRINITY, TULARE, TUOLUMNE[1], YOLO[1], 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).

TRAFFIC CONTROL/LANE CLOSURE (LABORER) – all classifications including Traffic Control Trainee - Except PARKING AND HWY IMPROVEMENT PAINTER (LABORER)

Determinations NC-23-102-13-2013-3 and NC-23-102-13-2013-3A are currently in effect and expires 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.

PARKING AND HIGHWAY IMPROVEMENT PAINTER (LABORER)

Determination NC-23-102-13-2013-3B is currently in effect and expires on September 30, 2013*.

There are no predetermined increases applicable to this determination.

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

1 County not covered by (Striper), (Traffic Delineating Device Application), (Parking Lots, Game Courts, & Playgrounds Striper), and (Striper Trainee Classifications).

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: TELEPHONE INSTALLATION WORKER AND RELATED CLASSIFICATIONS

DETERMINATION: C-422-X-10-2001-1
ISSUE DATE: August 22, 2001
EXPIRATION DATE OF DETERMINATION: October 1, 2001* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Division of Labor Statistics and Research at (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

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

			Employer Payments				Straight-Time		Overtime Hourly Rate	
Classification (Journeyperson)	Step[a]	Basic Hourly Rate	Health and Welfare[e]	Pension	Vacation[b] and Holiday	Training	Hours	Total Hourly Rate	1 1/2X[c]	2X[d]
Telephone Installation Worker	1	$9.97	$0.06	-	$0.84	-	8	$10.87	$15.855	$20.84
	2	10.79	0.06	-	0.91	-	8	11.76	17.155	22.55
	3	11.73	0.07	-	0.99	-	8	12.79	18.655	24.52
	4	12.78	0.07	-	1.08	-	8	13.93	20.32	26.71
	5	14.05	0.08	-	1.19	-	8	15.32	22.345	29.37
	6	15.50	0.09	-	1.31	-	8	16.90	24.65	32.40
	7	17.20	0.10	-	1.46	-	8	18.76	27.36	35.96
	8	19.36	0.11	-	1.64	-	8	21.11	30.79	40.47
	9	22.13	0.13	-	1.87	-	8	24.13	35.195	46.26

[a] The time interval between steps is six months.
[b] Rates apply to the first eight years of employment only: for employment over eight years, $2.30 per hour worked; for employment over fifteen years, $ 2.72 per hour worked; for employment over twenty-five years, $3.15 per hour worked.
[c] Rate applies to work in excess of a regular shift. Rate applies to all hours worked on Sunday, except those hours which exceed 55 hours weekly.
[d] Rate applies to all hours which exceed 55 hours weekly.
[e] Includes an amount for sick leave. Benefit is paid until 270 sick leave workdays are accumulated.

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. Travel and/or subsistence requirements for each craft, classification or type of worker may be obtained from the Prevailing Wage Unit at (415) 703-4774.

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.

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

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

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

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

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

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at 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-1-2003-2B
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.

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

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

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

STATE OF CALIFORNIA Edmund G. Brown Jr., *Governor*

DEPARTMENT OF INDUSTRIAL RELATIONS
Office of the Director – Research Unit
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

MAILING ADDRESS:
P. O. Box 420603
San Francisco, CA 94142-0603

PREDETERMINED INCREASES FOR

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.

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: 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.

		Employer Payments					Straight-Time		Overtime Hourly Rate		
Classification[g] (Journeyperson)	Basic Hourly Rate	Health and Welfare	Pension	Vacation/ Holiday	Training	Other Payments	Hours	Total Hourly Rate	Daily 1 1/2X	Saturday[b] 1 1/2X	Sunday/ Holiday 2X
Group 1	$27.44	$14.74	$5.50	$2.15	$0.85	[a] $0.53	8	$51.21	$64.93	$64.93	$78.65
Group 2	27.74	14.74	5.50	2.15	0.85	[a] 0.53	8	51.51	65.38	65.38	79.25
Group 3	28.04	14.74	5.50	2.15	0.85	[a] 0.53	8	51.81	65.83	65.83	79.85
Group 4	28.39	14.74	5.50	2.15	0.85	[a] 0.53	8	52.16	66.355	66.355	80.55
Group 5	28.74	14.74	5.50	2.15	0.85	[a] 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)[c]											
[d] Step I – 1st 1000 Hours											
[e] Step II – 2nd 1000 Hours											
[f] Step III – 3rd 1000 Hours											

[a] Supplemental Dues and Contract Administration.
[b] Saturday in the same work week may be worked at straight-time hourly rate if a job is shut down during the normal work week due to inclement weather or major mechanical breakdown, or lack of materials beyond the control of the Employer.
[c] An individual employer may employ one (1) trainee for every four (4) journey level Teamsters actively employed. Individual employers with less than four (4) journey level Teamsters may utilize one (1) trainee; thereafter, one (1) for every four (4) journey level Teamsters.
[d] Sixty-five percent (65%) of the Journey level wage for the type of equipment operated, plus full fringes without Vacation/Holiday.
[e] Seventy-five percent (75%) of the Journey level wage for the type of equipment operated, plus full fringes without Vacation/Holiday.
[f] Eighty-five percent (85%) of the Journey level wage for the type of equipment operated, plus full fringes without Vacation/Holiday.
[g] For classifications within each group, see page 56.

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

		Employer Payments					Straight-Time		Overtime Hourly Rate		
Classification[g] (Journeyperson)	Basic Hourly Rate	Health and Welfare	Pension	Vacation/ Holiday	Training	Other Payments	Hours	Total Hourly Rate	Daily 1 1/2X	Saturday[b] 1 1/2X	Sunday/ Holiday 2X
Group 1	$29.44	$14.74	$5.50	$2.15	$0.85	[a] $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)[c]											
[d] Step I – 1st 1000 Hours											
[e] Step II – 2nd 1000 Hours											
[f] Step III – 3rd 1000 Hours											

[a] Supplemental Dues and Contract Administration.
[b] Saturday in the same work week may be worked at straight-time hourly rate if a job is shut down during the normal work week due to inclement weather or major mechanical breakdown, or lack of materials beyond the control of the Employer.
[c] An individual employer may employ one (1) trainee for every four (4) journey level Teamsters actively employed. Individual employers with less than four (4) journey level Teamsters may utilize one (1) trainee; thereafter, one (1) for every four (4) journey level Teamsters.
[d] Sixty-five percent (65%) of the Journey level wage for the type of equipment operated, plus full fringes without Vacation/Holiday.
[e] Seventy-five percent (75%) of the Journey level wage for the type of equipment operated, plus full fringes without Vacation/Holiday.
[f] Eighty-five percent (85%) of the Journey level wage for the type of equipment operated, plus full fringes without Vacation/Holiday.
[g] For classifications within each group, see page 56.

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

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

STATE OF CALIFORNIA Edmund G. Brown Jr., *Governor*

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Office of the Director – Research Unit
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

MAILING ADDRESS:
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San Francisco, CA 94142-0603

PREDETERMINED INCREASES FOR

OPERATING ENGINEER (HEAVY & HIGHWAY WORK) (NC-23-63-1-2013-2)

OPERATING ENGINEER (BUILDING CONSTRUCTION) (NC-23-63-1-2013-2A)

PILE DRIVER (OPERATING ENGINEER – HEAVY & HIGHWAY WORK) (NC-23-63-1-2013-2B)

PILE DRIVER (OPERATING ENGINEER – BUILDING CONSTRUCTION) (NC-23-63-1-2013-2B1)

STEEL ERECTOR AND FABRICATOR (OPERATING ENGINEER – HEAVY & HIGHWAY WORK) (NC-23-63-1-2013-2D)

STEEL ERECTOR AND FABRICATOR (OPERATING ENGINEER – BUILDING CONSTRUCTION) (NC-23-63-1-2013-2D1)

TUNNEL/UNDERGROUND (OPERATING ENGINEER – HEAVY AND HIGHWAY WORK) (NC-23-63-1-2013-2C)

ALL LOCALITIES WITHIN ALAMEDA[1], ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, CONTRA COSTA[1], DEL NORTE, EL DORADO, FRESNO, GLENN, HUMBOLDT, KINGS, LAKE, LASSEN, MADERA, MARIN[1], MARIPOSA, MENDOCINO, MERCED, MODOC, MONTEREY, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SAN BENITO, SAN FRANCISCO[1], SAN JOAQUIN, SAN MATEO[1], SANTA CLARA[1], SANTA CRUZ, SHASTA, SIERRA, SISKIYOU, SOLANO[1], SONOMA, STANISLAUS, SUTTER, TEHAMA, TRINITY, TULARE, TUOLUMNE, YOLO, AND YUBA COUNTIES

[1] *County not covered by Operating Engineer (Building Construction), Steel Erector and Fabricator (Operating Engineer – Building Construction), and Pile Driver (Operating Engineer – Building Construction).*

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

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

OPERATING ENGINEER: All Classifications (Areas 1 and 2), and All Shifts

The above Determinations are currently in effect and expire on June 29, 2014**.

Effective June 30, 2014, there will be an increase of $2.05 to be allocated to wages and/or fringe benefits.

Effective June 29, 2015, there will be an increase of $2.10 to be allocated to wages and/or fringe benefits.

There will be no further increases applicable to these determinations.

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: #STEEL ERECTOR AND FABRICATOR (OPERATING ENGINEER-HEAVY AND HIGHWAY WORK)[c]

DETERMINATION: NC-23-63-1-2013-2D
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.

			Employer Payments				Straight-Time		Overtime Hourly Rate		
Classification (Journeyperson)	Basic Hourly Rate	Health and Welfare	Pension	Vacation and Holiday[d]	Training	Other Payments	Hours[e]	Total Hourly Rate	Daily[b] 1 1/2X	Saturday[a&b] 1 1/2X	Sunday and Holiday 2X
Group 1	$40.87	$12.63	$9.52	$3.72	$0.62	$0.67	8	$68.03	$88.47	$88.47	$108.90
Truck Crane Assistant to Engineer	$33.55	$12.63	$9.52	$3.72	$0.62	$0.67	8	$60.71	$77.49	$77.49	$94.26
Assistant to Engineer	$31.32	$12.63	$9.52	$3.72	$0.62	$0.67	8	$58.48	$74.14	$74.14	$89.80
Group 2	$39.10	$12.63	$9.52	$3.72	$0.62	$0.67	8	$66.26	$85.81	$85.81	$105.36
Truck Crane Assistant to Engineer	$33.33	$12.63	$9.52	$3.72	$0.62	$0.67	8	$60.49	$77.16	$77.16	$93.82
Assistant to Engineer	$31.05	$12.63	$9.52	$3.72	$0.62	$0.67	8	$58.21	$73.74	$73.74	$89.26
Group 3	$37.62	$12.63	$9.52	$3.72	$0.62	$0.67	8	$64.78	$83.59	$83.59	$102.40
Truck Crane Assistant to Engineer	$33.06	$12.63	$9.52	$3.72	$0.62	$0.67	8	$60.22	$76.75	$76.75	$93.28
Hydraulic	$32.67	$12.63	$9.52	$3.72	$0.62	$0.67	8	$59.83	$76.17	$76.17	$92.50
Assistant to Engineer	$30.83	$12.63	$9.52	$3.72	$0.62	$0.67	8	$57.99	$73.41	$73.41	$88.82
Group 4	$35.60	$12.63	$9.52	$3.72	$0.62	$0.67	8	$62.76	$80.56	$80.56	$98.36
Group 5	$34.30	$12.63	$9.52	$3.72	$0.62	$0.67	8	$61.46	$78.61	$78.61	$95.76

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

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

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

[c] For Building Construction, see page 40B

[d] Includes an amount for supplemental dues.

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

GROUP 1
Cranes over 100 tons
Derrick over 100 tons
Self Propelled Boom Type Lifting Device over 100 tons

GROUP 2
Cranes over 45 tons up to and including 100 tons
Derrick, 100 tons and under
Self Propelled Boom Type Lifting Device, over 45 tons
Tower Crane

GROUP 3
Cranes, 45 tons and under
Self Propelled Boom Type Lifting Device, 45 tons and under

GROUP 4
Chicago Boom
Forklift, 10 tons and over
Heavy Duty Repairman/Welder

GROUP 5
Boom Cat

NOTE: For Special Single and Second Shift rates, please see page 45A.

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

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

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

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: #STEEL ERECTOR AND FABRICATOR (OPERATING ENGINEER-HEAVY AND HIGHWAY WORK)[c]
(SPECIAL SINGLE AND SECOND SHIFT)

DETERMINATION: NC-23-63-1-2013-2D
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.

			Employer Payments				Straight-Time		Overtime Hourly Rate		
Classification (Journeyperson)	Basic Hourly Rate	Health and Welfare	Pension	Vacation and Holiday[d]	Training	Other Payments	Hours	Total Hourly Rate	Daily[b] 1 1/2X	Saturday[a&b] 1 1/2X	Sunday and Holiday 2X
Group 1	$45.42	$12.63	$9.52	$3.72	$0.62	$0.67	8	$72.58	$95.29	$95.29	$118.00
Truck Crane Assistant to Engineer	$37.19	$12.63	$9.52	$3.72	$0.62	$0.67	8	$64.35	$82.95	$82.95	$101.54
Assistant to Engineer	$34.67	$12.63	$9.52	$3.72	$0.62	$0.67	8	$61.83	$79.17	$79.17	$96.50
Group 2	$43.44	$12.63	$9.52	$3.72	$0.62	$0.67	8	$70.60	$92.32	$92.32	$114.04
Truck Crane Assistant to Engineer	$36.94	$12.63	$9.52	$3.72	$0.62	$0.67	8	$64.10	$82.57	$82.57	$101.04
Assistant to Engineer	$34.39	$12.63	$9.52	$3.72	$0.62	$0.67	8	$61.55	$78.75	$78.75	$95.94
Group 3	$41.76	$12.63	$9.52	$3.72	$0.62	$0.67	8	$68.92	$89.80	$89.80	$110.68
Truck Crane Assistant to Engineer	$36.64	$12.63	$9.52	$3.72	$0.62	$0.67	8	$63.80	$82.12	$82.12	$100.44
Hydraulic	$36.21	$12.63	$9.52	$3.72	$0.62	$0.67	8	$63.37	$81.48	$81.48	$99.58
Assistant to Engineer	$34.13	$12.63	$9.52	$3.72	$0.62	$0.67	8	$61.29	$78.36	$78.36	$95.42
Group 4	$39.50	$12.63	$9.52	$3.72	$0.62	$0.67	8	$66.66	$86.41	$86.41	$106.16
Group 5	$38.03	$12.63	$9.52	$3.72	$0.62	$0.67	8	$65.19	$84.21	$84.21	$103.22

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

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

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

[c] For Building Construction, see page 40B

[d] Includes an amount for supplemental dues.

GROUP 1
Cranes over 100 tons
Derrick over 100 tons
Self Propelled Boom Type Lifting Device over 100 tons

GROUP 2
Cranes over 45 tons up to and including 100 tons
Derrick, 100 tons and under
Self Propelled Boom Type Lifting Device, over 45 tons
Tower Crane

GROUP 3
Cranes, 45 tons and under
Self Propelled Boom Type Lifting Device, 45 tons and under

GROUP 4
Chicago Boom
Forklift, 10 tons and over
Heavy Duty Repairman/Welder

GROUP 5
Boom Cat

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

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

STATE OF CALIFORNIA Edmund G. Brown Jr., *Governor*

DEPARTMENT OF INDUSTRIAL RELATIONS
Office of the Director – Research Unit
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

MAILING ADDRESS:
P. O. Box 420603
San Francisco, CA 94142-0603

PREDETERMINED INCREASES FOR

OPERATING ENGINEER (HEAVY & HIGHWAY WORK) (NC-23-63-1-2013-2)

OPERATING ENGINEER (BUILDING CONSTRUCTION) (NC-23-63-1-2013-2A)

PILE DRIVER (OPERATING ENGINEER – HEAVY & HIGHWAY WORK) (NC-23-63-1-2013-2B)

PILE DRIVER (OPERATING ENGINEER – BUILDING CONSTRUCTION) (NC-23-63-1-2013-2B1)

STEEL ERECTOR AND FABRICATOR (OPERATING ENGINEER – HEAVY & HIGHWAY WORK) (NC-23-63-1-2013-2D)

STEEL ERECTOR AND FABRICATOR (OPERATING ENGINEER – BUILDING CONSTRUCTION) (NC-23-63-1-2013-2D1)

TUNNEL/UNDERGROUND (OPERATING ENGINEER – HEAVY AND HIGHWAY WORK) (NC-23-63-1-2013-2C)

ALL LOCALITIES WITHIN ALAMEDA[1], ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, CONTRA COSTA[1], DEL NORTE, EL DORADO, FRESNO, GLENN, HUMBOLDT, KINGS, LAKE, LASSEN, MADERA, MARIN[1], MARIPOSA, MENDOCINO, MERCED, MODOC, MONTEREY, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SAN BENITO, SAN FRANCISCO[1], SAN JOAQUIN, SAN MATEO[1], SANTA CLARA[1], SANTA CRUZ, SHASTA, SIERRA, SISKIYOU, SOLANO[1], SONOMA, STANISLAUS, SUTTER, TEHAMA, TRINITY, TULARE, TUOLUMNE, YOLO, AND YUBA COUNTIES

[1] *County not covered by Operating Engineer (Building Construction), Steel Erector and Fabricator (Operating Engineer – Building Construction), and Pile Driver (Operating Engineer – Building Construction).*

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

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

OPERATING ENGINEER: All Classifications (Areas 1 and 2), and All Shifts

The above Determinations are currently in effect and expire on June 29, 2014**.

Effective June 30, 2014, there will be an increase of $2.05 to be allocated to wages and/or fringe benefits.

Effective June 29, 2015, there will be an increase of $2.10 to be allocated to wages and/or fringe benefits.

There will be no further increases applicable to these determinations.

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

DETERMINATION: NC-23-63-1-2013-2D1
ISSUE DATE: August 22, 2013
EXPIRATION DATE OF DETERMINATION: June 29, 2014** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.

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

			Employer Payments				Straight-Time		Overtime Hourly Rate		
Classification[b] (Journeyperson)	Basic Hourly Rate	Health and Welfare	Pension	Vacation and Holiday[c]	Training	Other Payments	Hours[d]	Total Hourly Rate	Daily 1 1/2X	Saturday[a] 1 1/2X	Sunday and Holiday 2X
Group 1	$39.39	$12.63	$9.52	$3.72	$0.62	$0.67	8	$66.55	$86.25	$86.25	$105.94
Truck Crane Assistant to Engineer	$32.40	$12.63	$9.52	$3.72	$0.62	$0.67	8	$59.56	$75.76	$75.76	$91.96
Assistant to Engineer	$30.26	$12.63	$9.52	$3.72	$0.62	$0.67	8	$57.42	$72.55	$72.55	$87.68
Group 2	$37.68	$12.63	$9.52	$3.72	$0.62	$0.67	8	$64.84	$83.68	$83.68	$102.52
Truck Crane Assistant to Engineer	$32.18	$12.63	$9.52	$3.72	$0.62	$0.67	8	$59.34	$75.43	$75.43	$91.52
Assistant to Engineer	$30.01	$12.63	$9.52	$3.72	$0.62	$0.67	8	$57.17	$72.18	$72.18	$87.18
Group 3	$36.29	$12.63	$9.52	$3.72	$0.62	$0.67	8	$63.45	$81.60	$81.60	$99.74
Truck Crane Assistant to Engineer	$31.93	$12.63	$9.52	$3.72	$0.62	$0.67	8	$59.09	$75.06	$75.06	$91.02
Hydraulic	$31.55	$12.63	$9.52	$3.72	$0.62	$0.67	8	$58.71	$74.49	$74.49	$90.26
Assistant to Engineer	$29.78	$12.63	$9.52	$3.72	$0.62	$0.67	8	$56.94	$71.83	$71.83	$86.72
Group 4	$34.36	$12.63	$9.52	$3.72	$0.62	$0.67	8	$61.52	$78.70	$78.70	$95.88
Group 5	$33.11	$12.63	$9.52	$3.72	$0.62	$0.67	8	$60.27	$76.83	$76.83	$93.38

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

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

[b] For classifications within each group, see page 45.

[c] Includes an amount for supplemental dues.

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

NOTE: For Special Single and Second Shift rates, please see page 40D.

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

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

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

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: #STEEL ERECTOR AND FABRICATOR (OPERATING ENGINEER-BUILDING CONSTRUCTION)
(SPECIAL SINGLE AND SECOND SHIFT)

DETERMINATION: NC-23-63-1-2013-2D1
ISSUE DATE: August 22, 2013
EXPIRATION DATE OF DETERMINATION: June 29, 2014** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.

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

			Employer Payments				Straight-Time		Overtime Hourly Rate		
Classification[b] (Journeyperson)	Basic Hourly Rate	Health and Welfare	Pension	Vacation and Holiday[c]	Training	Other Payments	Hours	Total Hourly Rate	Daily 1 1/2X	Saturday[a] 1 1/2X	Sunday and Holiday 2X
Group 1	$43.76	$12.63	$9.52	$3.72	$0.62	$0.67	8	$70.92	$92.80	$92.80	$114.68
Truck Crane Assistant to Engineer	$35.90	$12.63	$9.52	$3.72	$0.62	$0.67	8	$63.06	$81.01	$81.01	$98.96
Assistant to Engineer	$33.48	$12.63	$9.52	$3.72	$0.62	$0.67	8	$60.64	$77.38	$77.38	$94.12
Group 2	$41.84	$12.63	$9.52	$3.72	$0.62	$0.67	8	$69.00	$89.92	$89.92	$110.84
Truck Crane Assistant to Engineer	$35.64	$12.63	$9.52	$3.72	$0.62	$0.67	8	$62.80	$80.62	$80.62	$98.44
Assistant to Engineer	$33.21	$12.63	$9.52	$3.72	$0.62	$0.67	8	$60.37	$76.98	$76.98	$93.58
Group 3	$40.26	$12.63	$9.52	$3.72	$0.62	$0.67	8	$67.42	$87.55	$87.55	$107.68
Truck Crane Assistant to Engineer	$35.36	$12.63	$9.52	$3.72	$0.62	$0.67	8	$62.52	$80.20	$80.20	$97.88
Hydraulic	$34.95	$12.63	$9.52	$3.72	$0.62	$0.67	8	$62.11	$79.59	$79.59	$97.06
Assistant to Engineer	$32.93	$12.63	$9.52	$3.72	$0.62	$0.67	8	$60.09	$76.56	$76.56	$93.02
Group 4	$38.11	$12.63	$9.52	$3.72	$0.62	$0.67	8	$65.27	$84.33	$84.33	$103.38
Group 5	$36.69	$12.63	$9.52	$3.72	$0.62	$0.67	8	$63.85	$82.20	$82.20	$100.54

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

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

[b] For classifications within each group, see page 45.

[c] Includes an amount for supplemental dues.

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

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

LOCALITY: SOLANO COUNTY
DETERMINATION: SOL-2013-2

				EMPLOYER PAYMENTS						STRAIGHT-TIME		OVERTIME HOURLY RATE		
	CRAFT (JOURNEY LEVEL)	ISSUE DATE	EXPIRATION DATE	BASIC HOURLY RATE	HEALTH AND WELFARE	PENSION	VACATION/ HOLIDAY	TRAINING	OTHER PAYMENTS	HOURS	TOTAL HOURLY RATE	DAILY	SATURDAY	SUNDAY AND HOLIDAY
#	**BRICKLAYER, BLOCKLAYER:**													
	BRICKLAYER, BLOCKLAYER, STONEMASON	8/22/2013	04/30/2014*	A 36.560	9.690	13.300	B 3.400	0.800	C 1.250	D 8.0	65.000	E 84.980	E 84.980	104.960
	POINTER, CLEANER, CAULKER, WATERPROOFER	8/22/2013	06/30/2014**	A 40.870	9.690	9.500	F -	1.420	0.400	D 8.0	61.880	82.320	G 82.320	102.750
#	**BRICK TENDER**	8/22/2013	06/29/2014**	H 31.770	6.640	9.500	F -	0.390	-	D 8.0	48.300	E 64.180	E 64.180	80.070
#	**CARPET, LINOLEUM,**													
	SOFT FLOOR LAYER	2/22/2013	12/31/2013**	A 44.820	9.700	7.800	I -	0.530	0.340	8.0	63.190	J 85.600	J 85.600	108.010
	FLOOR COVERING HANDLER AFTER 3 YEARS	2/22/2013	12/31/2013**	A 22.390	9.700	3.910	I -	0.050	0.340	8.0	36.390	J 47.580	J 47.580	58.780
	FLOOR COVERING HANDLER LESS THAN 3 YEARS	2/22/2013	12/31/2013**	A 17.900	9.700	3.120	I -	0.050	0.340	8.0	31.110	J 40.060	J 40.060	49.010
	FLOOR COVERING HANDLER TRAINEE, FIRST 3 MONTHS	2/22/2013	12/31/2013**	A 14.310	9.700	2.500	I -	0.050	0.340	8.0	26.900	J 34.060	J 34.060	41.210
	FLOOR COVERING HANDLER TRAINEE, SECOND 3 MONTHS	2/22/2013	12/31/2013**	A 16.110	9.700	2.810	I -	0.050	0.340	8.0	29.010	J 37.070	J 37.070	45.120
#	**ELECTRICIAN:**													
	COMM & SYSTEM INSTALLER	2/22/2013	11/30/2013**	30.620	8.850	K 4.500	-	1.100	L 0.210	8.0	46.350	M 62.190	M 62.190	78.040
	COMM & SYSTEM TECH.	2/22/2013	11/30/2013**	34.860	8.850	K 4.500	-	1.100	L 0.210	8.0	50.740	M 68.770	M 68.770	86.810
	INSIDE WIREMAN, TECHNICIAN	8/22/2013	05/31/2014**	A 43.810	N 12.950	O 6.300	-	0.880	P 1.020	8.0	66.460	E 89.540	E 89.540	112.610
	CABLE SPLICER	8/22/2013	05/31/2014**	A 49.290	N 12.950	O 6.300	-	0.880	P 1.150	8.0	72.240	E 98.200	E 98.200	124.160
#	**FIELD SURVEYOR:**													
Q	CHIEF OF PARTY	2/22/2013	02/28/2014**	37.090	12.130	R 9.360	S 3.170	0.720	0.160	8.0	62.630	T 81.180	U 81.180	99.720
Q	INSTRUMENTMAN	2/22/2013	02/28/2014**	34.000	12.130	R 9.360	S 3.170	0.720	0.160	8.0	59.540	T 76.540	U 76.540	93.540
Q	CHAINMAN/RODMAN	2/22/2013	02/28/2014**	31.120	12.130	R 9.360	S 3.170	0.720	0.160	8.0	56.660	T 72.220	U 72.220	87.780
# V	**GLAZIER**	2/22/2013	12/31/2013**	A 41.830	9.700	W 11.390	-	0.500	X 0.380	8.0	63.800	Y 84.720	105.630	105.630
# Z	**GLAZIER**	2/22/2013	12/31/2013**	A 32.190	9.700	AA 9.640	-	0.540	X 0.380	8.0	52.450	Y 68.540	84.640	84.640
# AB	**MARBLE FINISHER**	8/22/2013	07/31/2014*	AC 28.050	9.690	3.870	I -	0.450	0.530	8.0	42.590	AD 56.610	70.640	70.640
# AB	**MARBLE MASON**	8/22/2013	07/31/2014*	AC 39.300	9.690	11.990	I -	0.800	0.730	8.0	62.510	AD 82.160	101.810	101.810
#	**PAINTER:**													
	BRUSH AND SPRAY	2/22/2013	12/31/2013**	H 33.810	9.700	R 10.200	I -	0.410	0.380	D 8.0	54.500	71.400	AE 71.400	88.310
	INDUSTRIAL PAINTER	2/22/2013	12/31/2013**	H 34.060	9.700	R 10.200	I -	0.410	0.380	D 8.0	54.750	71.780	AE 71.780	88.810
	SANDBLASTER, STEAM CLEANER, WATERBLASTER	2/22/2013	12/31/2013**	H 34.310	9.700	R 10.200	I -	0.410	0.380	D 8.0	55.000	72.150	AE 72.150	89.310
	EXOTIC MATERIALS	2/22/2013	12/31/2013**	H 34.560	9.700	R 10.200	I -	0.410	0.380	D 8.0	55.250	72.530	AE 72.530	89.810
	PAPERHANGER/WALLCOVERING	2/22/2013	12/31/2013**	H 34.810	9.700	R 10.200	I -	0.410	0.380	D 8.0	55.500	72.900	AE 72.900	90.310
	TAPER	2/22/2013	12/31/2013**	AF 40.320	9.700	10.060	AG -	0.360	0.290	8.0	60.730	77.430	D 77.430	AE 94.140
AH	TAPER CLEAN-UP	2/22/2012	12/31/2012*	AI 16.100	9.700	-	-	-	-	8.0	25.800	33.360	D 33.360	AE 40.920
#	**PLASTERER**	8/22/2013	06/30/2014**	AJ 29.240	12.030	8.430	3.000	0.950	0.900	8.0	54.550	68.360	AK 68.360	82.160

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS
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FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

LOCALITY: SOLANO COUNTY
DETERMINATION: SOL-2013-2

				EMPLOYER PAYMENTS						STRAIGHT-TIME		OVERTIME HOURLY RATE		
	CRAFT (JOURNEY LEVEL)	ISSUE DATE	EXPIRATION DATE	BASIC HOURLY RATE	HEALTH AND WELFARE	PENSION	VACATION/ HOLIDAY	TRAINING	OTHER PAYMENTS	HOURS	TOTAL HOURLY RATE	DAILY	SATURDAY	SUNDAY AND HOLIDAY
#	**PLASTER TENDER**	8/22/2013	06/30/2014**	29.120	6.640	9.020	2.430	0.390	AL 0.030	8.0	47.630	J 62.190	J 62.190	76.750
#	**PLUMBER:**													
	PLUMBER, STEAMFITTER, REFRIGERATION FITTER (HVAC)	8/22/2013	06/30/2014*	AM 47.500	14.050	N 12.900	-	1.250	0.740	8.0	76.440	E 99.120	E 99.120	121.800
	PLUMBER LIGHT COMMERCIAL FOR TOTAL PLUMBING BID OF $250,000 OR LESS	8/22/2013	06/30/2014*	AM 30.600	10.700	N 7.800	-	0.900	0.490	D 8.0	50.490	E 65.100	E 65.100	79.710
	UNDERGROUND UTILITY PIPEFITTER	8/22/2013	06/30/2014*	26.550	4.900	N 2.950	2.000	0.450	0.600	D 8.0	37.450	50.720	50.720	64.000
	LANDSCAPE PIPEFITTER	8/22/2013	06/30/2014*	26.550	4.900	N 2.950	2.000	0.450	0.550	D 8.0	37.400	50.670	50.670	63.950
AN	UNDERGROUND UTILITY ASSISTANT JOURNEYMAN	8/22/2013	06/30/2014*	15.550	4.900	N 2.950	2.000	0.450	0.600	D 8.0	26.450	34.220	34.220	42.000
AN	LANDSCAPE ASSISTANT JOURNEYMAN	8/22/2013	06/30/2014*	15.550	4.900	N 2.950	2.000	0.450	0.550	D 8.0	26.400	34.180	34.180	41.950
AO	UNDERGROUND UTILITY TRADESMAN	8/22/2013	06/30/2014*	10.850	4.900	N 2.950	2.000	0.450	0.600	D 8.0	21.750	27.180	27.180	32.600
AP	LANDSCAPE TRADESMAN I	8/22/2013	06/30/2014*	10.500	4.900	N -	2.000	0.450	0.550	D 8.0	18.400	23.650	23.650	28.900
AP	LANDSCAPE TRADESMAN II	8/22/2013	06/30/2014*	10.850	4.900	N 2.950	2.000	0.450	0.550	D 8.0	21.700	27.130	27.130	32.550
	SPRINKLER FITTER (FIRE PROTECTION AND FIRE CONTROL SYSTEMS)	8/22/2013	07/30/2014*	A 52.420	8.770	15.500	F -	1.100	0.400	8.0	78.190	104.400	104.400	130.610
#	**ROOFER**	8/22/2013	07/31/2014**	30.910	7.940	4.650	3.410	0.570	0.440	D 8.0	47.920	J 63.380	J 63.380	78.830
	BITUMASTIC, ENAMELER, PIPE WRAPPER, COAL TAR PITCH BUILD-UP	8/22/2013	07/31/2014**	32.910	7.940	4.650	3.410	0.570	0.440	D 8.0	49.920	J 66.380	J 66.380	82.830
	MASTIC WORKER, KETTLEMAN	8/22/2013	07/31/2014**	31.160	7.940	4.650	3.410	0.570	0.440	D 8.0	48.170	J 63.750	J 63.750	79.330
#	**SHEET METAL WORKER**	8/22/2013	06/30/2014**	H 52.800	AQ 12.860	N 20.120	F -	1.210	1.150	8.0	88.140	AR 114.540	AR 114.540	140.940
	TOTAL SHEET METAL CONTRACT OF $200,000 OR LESS	8/22/2013	06/30/2014**	H 46.730	AQ 12.860	N 19.510	F -	1.210	1.150	8.0	81.460	AR 104.820	AR 104.820	128.190
	SERVICE MECHANIC (TOTAL SHEET METAL CONTRACT OF $200,000 OR LESS)	8/22/2013	06/30/2014**	H 34.010	AS 12.490	N 12.440	F -	1.210	1.150	8.0	61.300	AT 78.300	AT 78.300	95.310
	SERVICE TECHNICIAN (TOTAL SHEET METAL CONTRACT OF $200,000 OR LESS)	8/22/2013	06/30/2014**	H 29.830	AS 12.490	N 8.550	F -	1.210	1.150	8.0	53.230	AT 68.140	AT 68.140	83.060
	AIR CONDITIONING SPECIALIST (TOTAL SHEET METAL CONTRACT OF $200,000 OR LESS)	8/22/2013	06/30/2014**	H 26.680	AS 12.490	N 3.610	F -	1.190	1.150	8.0	45.120	AR 58.460	AR 58.460	71.800
	AIR CONDITIONING JOURNEYMAN (TOTAL SHEET METAL CONTRACT OF $200,000 OR LESS)	8/22/2013	06/30/2014**	H 31.400	AQ 12.510	N 8.350	F -	1.190	1.150	8.0	54.600	AR 70.300	AR 70.300	86.000
	METAL DECK & SIDING	8/22/2013	09/30/2013*	H 33.110	13.280	16.400	F -	AU 0.300	-	8.0	63.090	AR 79.650	AR 79.650	96.200
#	**TERRAZZO FINISHER**	8/22/2013	06/30/2014*	AF 33.150	8.530	4.600	F -	0.800	0.790	8.0	47.870	AR 62.370	AR 62.370	76.860
#	**TERRAZZO WORKER**	8/22/2013	06/30/2014*	AF 39.950	9.690	13.900	F -	0.800	0.960	8.0	65.300	AR 82.630	AR 82.630	99.960
#	**TILE FINISHER**	8/22/2013	03/31/2014**	AV 21.310	8.530	3.420	0.700	0.400	0.880	8.0	35.240	45.900	D 45.900	56.550
	RED CIRCLED FINISHER	8/22/2013	03/31/2014**	AV 27.000	8.530	3.650	1.300	0.300	0.890	8.0	41.670	55.170	D 55.170	68.670
#	**TILE SETTER**	8/22/2013	03/31/2014**	AV 37.070	8.530	4.650	2.350	0.590	1.370	8.0	54.560	73.100	D 73.100	91.630
	WATER WELL DRILLER													
	DRILLER, PUMP REPAIRMAN	8/22/2007	01/31/2008*	20.170	8.120	3.690	AW 0.800	-	-	8.0	32.780	AX 42.870	AX 42.870	AX 42.870
	PUMP INSTALLER	8/22/2007	01/31/2008*	17.860	8.120	3.690	AY 0.720	-	-	8.0	30.390	AX 39.320	AX 39.320	AX 39.320

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FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

LOCALITY: SOLANO COUNTY
DETERMINATION: SOL-2013-2

			EMPLOYER PAYMENTS						STRAIGHT-TIME		OVERTIME HOURLY RATE		
CRAFT (JOURNEY LEVEL)	ISSUE DATE	EXPIRATION DATE	BASIC HOURLY RATE	HEALTH AND WELFARE	PENSION	VACATION/ HOLIDAY	TRAINING	OTHER PAYMENTS	HOURS	TOTAL HOURLY RATE	DAILY	SATURDAY	SUNDAY AND HOLIDAY
HELPER	8/22/2007	01/31/2008*	12.470	8.120	3.690	AZ 0.530	-	-	8.0	24.810	AX 31.040	AX 31.040	AX 31.040

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LOCALITY: SOLANO COUNTY

DETERMINATION: SOL-2013-2

*	EFFECTIVE UNTIL SUPERSEDED BY A NEW DETERMINATION ISSUED BY THE DIRECTOR OF INDUSTRIAL RELATIONS. CONTACT THE OFFICE OF THE DIRECTOR – RESEARCH UNIT AT (415) 703-4774 FOR THE NEW RATES AFTER TEN DAYS AFTER THE EXPIRATION DATE IF NO SUBSEQUENT DETERMINATION IS ISSUED.
**	THE RATE TO BE PAID FOR WORK PERFORMED AFTER THIS DATE HAS BEEN DETERMINED. IF WORK WILL EXTEND PAST THIS DATE, THE NEW RATE MUST BE PAID AND SHOULD BE INCORPORATED IN CONTRACTS ENTERED INTO NOW. CONTACT THE OFFICE OF THE DIRECTOR – RESEARCH UNIT FOR SPECIFIC RATES AT (415) 703-4774.
#	INDICATES AN APPRENTICEABLE CRAFT. THE CURRENT APPRENTICE WAGE RATES ARE AVAILABLE ON THE INTERNET @ HTTP://WWW.DIR.CA.GOV/OPRL/PWAPPWAGE/PWAPPWAGESTART.ASP. TO OBTAIN ANY APPRENTICE WAGE RATES AS OF JULY 1, 2008 AND PRIOR TO SEPTEMBER 27, 2012, PLEASE CONTACT THE DIVISION OF APPRENTICESHIP STANDARDS OR REFER TO THE DIVISION OF APPRENTICESHIP STANDARDS' WEBSITE AT HTTP://WWW.DIR.CA.GOV/DAS/DAS.HTML.
&	THE BASIC HOURLY RATE AND EMPLOYER PAYMENTS ARE NOT TAKEN FROM A COLLECTIVE BARGAINING AGREEMENT FOR THIS CRAFT OR CLASSIFICATION.
A	INCLUDES AMOUNT WITHHELD FOR DUES CHECK OFF.
B	AMOUNT INCLUDED IN FACTORING OVERTIME RATES.
C	INCLUDES AMOUNT FOR INDUSTRY PROMOTION FUND, INTERNATIONAL MASONRY INSTITUTE (IMI), AND LABOR MANAGEMENT COOPERATION COMMITTEE (LMCC)
D	SATURDAYS IN THE SAME WORK WEEK MAY BE WORKED AT STRAIGHT-TIME IF JOB IS SHUT DOWN DURING THE NORMAL WORKWEEK DUE TO INCLEMENT WEATHER.
E	RATE APPLIES TO THE FIRST 2 DAILY OVERTIME HOURS AND THE FIRST 10 HOURS ON SATURDAY; ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME HOURLY RATE.
F	INCLUDED IN STRAIGHT-TIME HOURLY RATE.
G	RATE APPLIES TO THE FIRST 10 HOURS WORKED ON SATURDAY. ALL OTHER HOURS ARE PAID AT THE SUNDAY/HOLIDAY RATE.
H	INCLUDES AMOUNT FOR VAC/HOL AND DUES CHECK OFF.
I	INCLUDED IN BASIC HOURLY RATE.
J	RATE APPLIES TO THE FIRST 4 DAILY OVERTIME HOURS AND THE FIRST 12 HOURS WORKED ON SATURDAY; ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME HOURLY RATE.
K	IN ADDITION, AN AMOUNT EQUAL TO 3% OF THE BASIC HOURLY RATE IS ADDED TO THE TOTAL HOURLY RATE AND OVERTIME HOURLY RATES FOR THE NATIONAL EMPLOYEES BENEFIT BOARD.
L	IN ADDITION, AN AMOUNT EQUAL TO 0.5% OF THE BASIC HOURLY RATE, WHICH IS FACTORED AT THE APPLICABLE OVERTIME MULTIPLIER, IS ADDED TO THE TOTAL HOURLY RATE AND OVERTIME HOURLY RATES.
M	RATE APPLIES TO THE FIRST 4 DAILY OVERTIME HOURS AND THE FIRST 8 HOURS WORKED ON SATURDAY. ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME RATE.
N	PURSUANT TO LABOR CODE SECTIONS 1773.1 AND 1773.8, THE AMOUNT PAID FOR THIS EMPLOYER PAYMENT MAY VARY RESULTING IN A LOWER TAXABLE BASIC HOURLY WAGE RATE, BUT THE TOTAL HOURLY RATES FOR STRAIGHT TIME AND OVERTIME MAY NOT BE LESS THAN THE GENERAL PREVAILING RATE OF PER DIEM WAGES.
O	IN ADDITION, AN AMOUNT EQUAL TO 3% OF THE BASIC HOURLY RATE IS ADDED TO THE TOTAL HOURLY RATE AND OVERTIME HOURLY RATES FOR THE NATIONAL EMPLOYEES BENEFIT BOARD. PURSUANT TO LABOR CODE SECTIONS 1773.1 AND 1773.8, THE AMOUNT PAID FOR THIS EMPLOYER PAYMENT MAY VARY RESULTING IN A LOWER TAXABLE BASIC HOURLY WAGE RATE, BUT THE TOTAL HOURLY RATES FOR STRAIGHT TIME AND OVERTIME MAY NOT BE LESS THAN THE GENERAL PREVAILING RATE OF PER DIEM WAGES.
P	IN ADDITION TO THE AMOUNT SHOWN, WHICH IS FACTORED AT THE APPLICABLE OVERTIME MULTIPLIER FOR EACH OVERTIME HOUR, $0.19 IS ADDED TO THE TOTAL HOURLY RATE AND OVERTIME HOURLY RATES FOR THE LABOR MANAGEMENT COOPERATION COMMITTEE FUND.
Q	ALL CREWS, WITHOUT CONSIDERATION TO THE NUMBER OF INDIVIDUALS IN THE CREW, SHALL INCLUDE A CHIEF OF PARTY. A CREW CONSISTS OF ONE (1) OR MORE EMPLOYEES PERFORMING FIELD AND CONSTRUCTION SURVEY WORK.
R	INCLUDES AN AMOUNT PER HOUR WORKED FOR ANNUITY TRUST FUND.
S	INCLUDES AN AMOUNT PER HOUR WORKED FOR SUPPLEMENTAL DUES.
T	RATE APPLIES TO THE FIRST 4 DAILY OVERTIME HOURS, MONDAY THROUGH FRIDAY. ALL OTHER OVERTIME IS PAID AT THE SUNDAY/HOLIDAY RATE.
U	RATE APPLIES TO THE FIRST 12 OVERTIME HOURS WORKED. ALL OTHER OVERTIME IS PAID AT THE SUNDAY/HOLIDAY RATE. IN THE EVENT IT IS NOT REASONABLY POSSIBLE TO COMPLETE 40 HOURS OF WORK ON AN 8 HOUR DAY, MONDAY THROUGH FRIDAY, THEN THE BALANCE OF THE 40 HOURS, UP TO 8 HOURS, MAY BE WORKED ON SATURDAY AT THE STRAIGHT-TIME RATE.
V	RATE APPLIES TO REMAINDER OF SOLANO COUNTY, EXCEPT THE FOLLOWING CITIES: DIXON, EL MIRA, RIO VISTA, AND VACAVILLE.
W	INCLUDES AN AMOUNT PER HOUR WORKED FOR IUPAT, IARP, AND RETIREE PENSION.
X	INCLUDES AMOUNTS FOR INDUSTRY FUND, WORK PRESERVATION FUND, AND LABOR MANAGEMENT COOPERATION INITIATIVE
Y	RATE APPLIES TO THE FIRST 2 DAILY OVERTIME HOURS AND FIRST 8 HOURS WORKED ON DESIGNATED DAYS OFF; ALL OTHER TIME IS PAID AT THE SATURDAY, SUNDAY AND HOLIDAY OVERTIME RATE.
Z	RATE APPLIES TO CITIES OF DIXON, ELMIRA, RIO VISTA, AND VACAVILLE.
AA	INCLUDES $2.50 FOR THE INDIVIDUAL ACCOUNT RETIREMENT PLAN.
AB	EMPLOYEES WORKING ON ANY SUSPENDED PLATFORM/SCAFFOLD SHALL BE PAID AN ADDITIONAL $15.00 PER DAY ABOVE THE WAGE RATE.
AC	INCLUDES AN AMOUNT FOR DUES CHECK-OFF AND VACATION/HOLIDAY WHICH ARE FACTORED INTO OVERTIME RATES.
AD	RATE APPLIES TO FIRST 2 OVERTIME HOURS MONDAY THROUGH FRIDAY; ALL OTHER OVERTIME IS PAID AT THE DOUBLE TIME RATE.
AE	DESIGNATED DAYS OFF SHALL BE PAID AT THE SATURDAY OVERTIME RATE; PLEASE REFER TO THE HOLIDAY PROVISIONS FOR A LIST OF DESIGNATED DAYS OFF.
AF	INCLUDES AN AMOUNT FOR VACATION/DUES CHECK OFF WHICH IS NOT FACTORED IN THE OVERTIME RATES.
AG	INCLUDED IN STRAIGHT-TIME HOURLY RATE WHICH IS NOT FACTORED IN THE OVERTIME RATES.
AH	PLEASE NOTE THAT THE TAPER CLEAN-UP APPLIES ONLY TO THE TAPER CLASSIFICATION.
AI	INCLUDES AN AMOUNT WITHHELD FOR DUES CHECK OFF WHICH IS NOT FACTORED IN OVERTIME AND HOLIDAY WAGE RATES.
AJ	INCLUDES AMOUNT WITHHELD FOR DUES CHECK OFF. PLASTERS OPERATING AND WORKING BEHIND PLASTER GUNS SHALL RECEIVE AN ADDITIONAL $2.00 PER DAY ABOVE THE WAGE RATE.
AK	RATE APPLIES TO THE FIRST 8 HOURS WORKED; ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME HOURLY RATE.
AL	AMOUNT IS FOR INDUSTRY STABILIZATION ($0.03)
AM	INCLUDES AN AMOUNT FOR DUES CHECK OFF.

AN THERE MUST BE AT LEAST ONE JOURNEYMAN PIPEFITTER PER CONTRACTOR ON EACH JOBSITE.

AO THERE SHALL BE NO MORE THAN THREE TRADESMEN TO EVERY TWO JOURNEYMAN PIPEFITTER/ASSISTANT JOURNEYMAN PIPEFITTER COMBINATION EMPLOYED PER CONTRACTOR ON EACH JOBSITE.

AP THERE SHALL BE NO MORE THAN FOUR TRADESMEN TO EVERY TWO JOURNEYMAN PIPEFITTER/ASSISTANT JOURNEYMAN PIPEFITTER COMBINATION EMPLOYED PER CONTRACTOR ON EACH JOBSITE. MAINTENANCE WORK, BOTH DURING AND AFTER THE PLANT ESTABLISHMENT PERIOD, MAY BE PERFORMED BY LANDSCAPE TRADESMEN WITHOUT THE SUPERVISION OF A JOURNEYMAN PIPEFITTER.

AQ INCLUDES SMOHIT AND SHC. EFFECTIVE 1/1/2013, PURSUANT TO LABOR CODE SECTIONS 1773.1 AND 1773.8, THE AMOUNT PAID FOR THIS EMPLOYER PAYMENT MAY VARY RESULTING IN A LOWER TAXABLE BASIC HOURLY WAGE RATE, BUT THE TOTAL HOURLY RATES FOR STRAIGHT TIME AND OVERTIME MAY NOT BE LESS THAN THE GENERAL PREVAILING RATE OF PER DIEM WAGES.

AR RATE APPLIES TO THE FIRST 2 DAILY OVERTIME HOURS AND THE FIRST 8 HOURS ON SATURDAY ONLY; ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME HOURLY RATE.

AS INCLUDES SHC. EFFECTIVE 1/1/2013, PURSUANT TO LABOR CODE SECTIONS 1773.1 AND 1773.8, THE AMOUNT PAID FOR THIS EMPLOYER PAYMENT MAY VARY RESULTING IN A LOWER TAXABLE BASIC HOURLY WAGE RATE, BUT THE TOTAL HOURLY RATES FOR STRAIGHT TIME AND OVERTIME MAY NOT BE LESS THAN THE GENERAL PREVAILING RATE OF PER DIEM WAGES.

AT RATE APPLIES TO FIRST 4 DAILY OVERTIME HOURS AND THE FIRST 8 HOURS WORKED ON SATURDAY DURING THE EMPLOYEES NORMAL WORKING HOURS. ALL OTHER OVERTIME HOURS SHALL BE PAID AT THE SUNDAY AND HOLIDAY DOUBLE TIME RATE.

AU INCLUDES $0.03 FOR SCHOLAR FUND.

AV INCLUDES AMOUNT WITHHELD FOR DUES CHECK OFF, WHICH IS FACTORED IN THE OVERTIME RATES. ANY EMPLOYEE WORKING UNDERGROUND SHALL RECEIVE $1.00 PER HOUR IN ADDITION TO REGULAR WAGES.

AW RATE APPLIES TO FIRST TWO YEARS OF EMPLOYMENT ONLY; $1.35 AFTER 2 YEARS; $1.45 AFTER 5 YEARS; $1.60 AFTER 10 YEARS

AX COMPUTATION IS BASED ON THE LOWEST VACATION AMOUNT. THESE RATES SHOULD BE INCREASED BY ANY ADDITIONAL VACATION/HOLIDAY PAY THAT IS REQUIRED.

AY RATE APPLIES TO FIRST TWO YEARS OF EMPLOYMENT ONLY; $1.27 AFTER 2 YEARS; $1.37 AFTER 5 YEARS; $1.52 AFTER 10 YEARS.

AZ RATE APPLIES TO FIRST TWO YEARS OF EMPLOYMENT ONLY; $1.08 AFTER 2 YEARS; $1.18 AFTER 5 YEARS; $1.33 AFTER 10 YEARS.

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

LOCALITY: SOLANO COUNTY

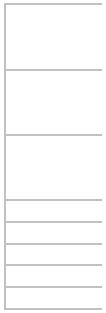
DETERMINATION: SOL-2013-2

	CRAFT (JOURNEY LEVEL)	ISSUE DATE	EXPIRATION DATE	INCREASE 1		INCREASE 2		INCREASE 3		INCREASE 4		INCREASE 5		INCREASE 6		INCR
				DATE OF NEXT CHANGE	AMOUNT OF INCREASE	DATE OF NEXT CHANGE	AMOUNT OF INCREASE	DATE OF NEXT CHANGE	AMOUNT OF INCREASE	DATE OF NEXT CHANGE	AMOUNT OF INCREASE	DATE OF NEXT CHANGE	AMOUNT OF INCREASE	DATE OF NEXT CHANGE	AMOUNT OF INCREASE	DATE OF NEXT CHANGE
	BRICKLAYER, BLOCKLAYER:															
	POINTER, CLEANER, CAULKER, WATERPROOFER	8/22/2013	06/30/2014**	7/1/2014	$2.25 A											
	BRICK TENDER	8/22/2013	06/29/2014**	6/30/2014	$1.35 A											
	CARPET, LINOLEUM,															
	SOFT FLOOR LAYER	2/22/2013	12/31/2013**	1/1/2014	$0.25 B											
	FLOOR COVERING HANDLER AFTER 3 YEARS	2/22/2013	12/31/2013**	1/1/2014	$0.13 C											
	FLOOR COVERING HANDLER LESS THAN 3 YEARS	2/22/2013	12/31/2013**	1/1/2014	$0.10 D											
	FLOOR COVERING HANDLER TRAINEE, FIRST 3 MONTHS	2/22/2013	12/31/2013**	1/1/2014	$0.08 E											
	FLOOR COVERING HANDLER TRAINEE, SECOND 3 MONTHS	2/22/2013	12/31/2013**	1/1/2014	$0.09 F											
	ELECTRICIAN:															
	COMM & SYSTEM INSTALLER	2/22/2013	11/30/2013**	12/1/2013	$1.55 A											
	COMM & SYSTEM TECH.	2/22/2013	11/30/2013**	12/1/2013	$1.55 A											
	INSIDE WIREMAN, TECHNICIAN	8/22/2013	05/31/2014**	6/1/2014	$1.50 A											
	CABLE SPLICER	8/22/2013	05/31/2014**	6/1/2014	$1.50 A											
	FIELD SURVEYOR:															
G	CHIEF OF PARTY	2/22/2013	02/28/2014**	3/1/2014	$1.45 A											
G	INSTRUMENTMAN	2/22/2013	02/28/2014**	3/1/2014	$1.45 A											
G	CHAINMAN/RODMAN	2/22/2013	02/28/2014**	3/1/2014	$1.45 A											
H	**GLAZIER**	2/22/2013	12/31/2013**	1/1/2014	$1.50 A											
I	**GLAZIER**	2/22/2013	12/31/2013**	1/1/2014	$0.75 J											
	PAINTER:															
	BRUSH AND SPRAY	2/22/2013	12/31/2013**	1/1/2014	$1.50 A											
	INDUSTRIAL PAINTER	2/22/2013	12/31/2013**	1/1/2014	$1.50 A											
	SANDBLASTER, STEAM CLEANER, WATERBLASTER	2/22/2013	12/31/2013**	1/1/2014	$1.50 A											
	EXOTIC MATERIALS	2/22/2013	12/31/2013**	1/1/2014	$1.50 A											
	PAPERHANGER/WALLCOVERING	2/22/2013	12/31/2013**	1/1/2014	$1.50 A											
	TAPER	2/22/2013	12/31/2013**	1/1/2014	$0.48 K											
	PLASTERER	8/22/2013	06/30/2014**	7/1/2014	$1.80 A	7/1/2015	$1.85 A	7/1/2016	$1.90 A							
	PLASTER TENDER	8/22/2013	06/30/2014**	7/1/2014	$1.35 A											
	ROOFER	8/22/2013	07/31/2014**	8/1/2014	$1.50 L											
	BITUMASTIC, ENAMELER, PIPE WRAPPER, COAL TAR PITCH BUILD-UP	8/22/2013	07/31/2014**	8/1/2014	$1.50 L											
	MASTIC WORKER, KETTLEMAN	8/22/2013	07/31/2014**	8/1/2014	$1.50 L											
	SHEET METAL WORKER	8/22/2013	06/30/2014**	7/1/2014	$3.50 A											
	TOTAL SHEET METAL CONTRACT OF $200,000 OR LESS	8/22/2013	06/30/2014**	7/1/2014	$3.50 A											
	SERVICE MECHANIC (TOTAL SHEET METAL CONTRACT OF $200,000 OR LESS)	8/22/2013	06/30/2014**	7/1/2014	$2.65 A											

	SERVICE TECHNICIAN (TOTAL SHEET METAL CONTRACT OF $200,000 OR LESS)	8/22/2013	06/30/2014**	7/1/2014	$2.30	A												
	AIR CONDITIONING SPECIALIST (TOTAL SHEET METAL CONTRACT OF $200,000 OR LESS)	8/22/2013	06/30/2014**	7/1/2014	$2.00	A												
	AIR CONDITIONING JOURNEYMAN (TOTAL SHEET METAL CONTRACT OF $200,000 OR LESS)	8/22/2013	06/30/2014**	7/1/2014	$2.35	A												
	TILE FINISHER	8/22/2013	03/31/2014**	4/1/2014	$0.98	A	4/1/2015	$1.14	A									
	RED CIRCLED FINISHER	8/22/2013	03/31/2014**	4/1/2014	$0.98	A	4/1/2015	$1.14	A									
	TILE SETTER	8/22/2013	03/31/2014**	4/1/2014	$1.50	A	4/1/2015	$1.75	A									

FOOTNOTES

EASE 7
AMOUNT OF INCREASE



GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS

PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

LOCALITY: SOLANO COUNTY

DETERMINATION: SOL-2013-2

A THE PREDETERMINED INCREASE SHOWN IS TO BE ALLOCATED TO WAGES AND/OR EMPLOYER PAYMENTS. PLEASE CONTACT THE OFFICE OF THE DIRECTOR - RESEARCH UNIT AT (415) 703-4774 WHEN THE PREDETERMINED INCREASE BECOMES DUE TO CONFIRM THE DISTRIBUTION. PLEASE ALSO EXAMINE THE IMPORTANT NOTICES TO SEE IF ANY MODIFICATIONS HAVE BEEN ISSUED, AS THERE MAY BE REDUCTIONS TO PREDETERMINED INCREASES.

B $0.25 TO PENSION

C $0.13 TO PENSION.

D $0.10 TO PENSION.

E $0.08 TO PENSION.

F $0.09 TO PENSION.

G ALL CREWS, WITHOUT CONSIDERATION TO THE NUMBER OF INDIVIDUALS IN THE CREW, SHALL INCLUDE A CHIEF OF PARTY. A CREW CONSISTS OF ONE (1) OR MORE EMPLOYEES PERFORMING FIELD AND CONSTRUCTION SURVEY WORK.

H RATE APPLIES TO REMAINDER OF SOLANO COUNTY, EXCEPT THE FOLLOWING CITIES: DIXON, EL MIRA, RIO VISTA, AND VACAVILLE.

I RATE APPLIES TO CITIES OF DIXON, ELMIRA, RIO VISTA, AND VACAVILLE.

J $0.75 TO PENSION.

K $0.48 TO PENSION.

L $0.40 TO PENSION AND $1.10 TO WAGES AND/OR FRINGE BENEFITS.

SOL-2013-2-INC

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

LOCALITY: SOLANO COUNTY
DETERMINATION: SOL-2013-2

				EMPLOYER PAYMENTS						STRAIGHT-TIME		OVERTIME HOURLY RATE		
	CRAFT (JOURNEY LEVEL)	ISSUE DATE	EXPIRATION DATE	BASIC HOURLY RATE	HEALTH AND WELFARE	PENSION	VACATION/ HOLIDAY	TRAINING	OTHER PAYMENTS	HOURS	TOTAL HOURLY RATE	DAILY	SATURDAY	SUNDAY AND HOLIDAY
#	**BRICKLAYER, BLOCKLAYER,**													
	POINTER, CLEANER, CAULKER, WATERPROOFER (2ND SHIFT)	8/22/2013	06/30/2014**	A 47.000	9.690	9.500	B -	1.420	0.400	C 8.0	68.010	91.510	D 91.510	115.010
	POINTER, CLEANNER, CAULKER, WATERPROOFER (3RD SHIFT)	8/22/2013	06/30/2014**	A 49.040	9.690	9.500	B -	1.420	0.400	C 8.0	70.050	94.570	D 94.570	119.090
#	**BRICKLAYER, BLOCKLAYER:**													
	BRICKLAYER, BLOCKLAYER, STONEMASON (2ND SHIFT)	8/22/2013	04/30/2014*	A 40.560	9.690	13.300	E 3.400	0.800	F 1.250	C 8.0	69.000	G 90.980	G 90.980	112.960
	BRICKLAYER, BLOCKLAYER, STONEMASON (3RD SHIFT)	8/22/2013	04/30/2014*	A 42.550	9.690	13.300	E 3.400	0.800	F 1.250	C 8.0	70.990	G 93.970	G 93.970	116.940
#	**BRICK TENDER:**													
	BRICK TENDER (SPECIAL SINGLE SHIFT)	8/22/2013	06/29/2014**	H 34.770	6.640	9.500	B -	0.390	-	C 8.0	51.300	G 68.680	G 68.680	86.070
#	**ELECTRICIAN:**													
	COMM & SYSTEM INSTALLER, SECOND SHIFT	2/22/2013	11/30/2013**	31.370	8.850	I 4.500	-	1.100	J 0.210	8.0	47.130	K 63.370	K 63.370	L 79.600
	COMM & SYSTEM INSTALLER, THIRD SHIFT	2/22/2013	11/30/2013**	31.620	8.850	I 4.500	-	1.100	J 0.210	8.0	47.390	K 63.750	K 63.750	L 80.120
	COMM & SYSTEM TECH., SECOND SHIFT	2/22/2013	11/30/2013**	35.610	8.850	I 4.500	-	1.100	J 0.210	8.0	51.520	K 69.950	K 69.950	L 88.380
	COMM & SYSTEM TECH., THIRD SHIFT	2/22/2013	11/30/2013**	35.860	8.850	I 4.500	-	1.100	J 0.210	8.0	51.780	K 70.330	K 70.330	L 88.890
	INSIDE WIREMAN, 2ND SHIFT	8/22/2013	05/31/2014**	A 51.400	M 12.950	N 6.300	-	0.880	O 1.200	P 7.5	74.460	101.530	101.530	L 128.600
	INSIDE WIREMAN, 3RD SHIFT	8/22/2013	05/31/2014**	A 57.580	M 12.950	N 6.300	-	0.880	O 1.340	Q 7.0	80.970	111.290	111.290	L 141.610
	CABLE SPLICER, 2ND SHIFT	8/22/2013	05/31/2014**	A 57.830	M 12.950	N 6.300	-	0.880	O 1.350	P 7.5	81.230	111.690	111.690	L 142.150
	CABLE SPLICER, 3RD SHIFT	8/22/2013	05/31/2014**	A 64.780	M 12.950	N 6.300	-	0.880	O 1.510	Q 7.0	88.550	122.670	122.670	L 156.790
#	**MARBLE FINISHER**													
R	MARBLE FINISHER (2ND SHIFT)	8/22/2013	07/31/2014*	S 33.050	9.690	3.870	T -	0.450	0.530	8.0	47.590	U 64.110	80.640	80.640
#	**MARBLE MASON**													
R	MARBLE MASON (2ND SHIFT)	8/22/2013	07/31/2014*	S 45.300	9.690	11.990	T -	0.800	0.730	8.0	68.510	U 91.160	113.810	113.810
#	**TERRAZZO FINISHER**													
	TERRAZZO FINISHER, 2ND SHIFT	8/22/2013	06/30/2014*	V 38.150	8.530	4.600	B -	0.800	0.790	8.0	52.870	W 69.870	W 69.870	86.860
	TERRAZZO FINISHER, 3RD SHIFT	8/22/2013	06/30/2014*	V 38.150	8.530	4.600	B -	0.800	0.790	8.0	52.870	W 69.870	W 69.870	86.860
#	**TERRAZZO WORKER**													
	TERRAZZO WORKER, 2ND SHIFT	8/22/2013	06/30/2014*	V 47.950	9.690	13.900	B -	0.800	0.960	8.0	73.300	W 94.630	W 94.630	115.960
	TERRAZZO WORKER, 3RD SHIFT	8/22/2013	06/30/2014*	V 47.950	9.690	13.900	B -	0.800	0.960	8.0	73.300	W 94.630	W 94.630	115.960
#	**TILE FINISHER**													
	TILE FINISHER, 2ND SHIFT	8/22/2013	03/31/2014**	X 25.310	8.530	3.420	0.700	0.400	0.880	8.0	39.240	49.900	C 49.900	60.550
	TILE FINISHER - RED CIRCLED FINISHER, 2ND SHIFT	8/22/2013	03/31/2014**	X 31.000	8.530	3.650	1.300	0.300	0.890	8.0	45.670	59.170	C 59.170	72.670
#	**TILE SETTER**													
	TILE SETTER, 2ND SHIFT	8/22/2013	03/31/2014**	X 42.070	8.530	4.650	2.350	0.590	1.370	8.0	59.560	78.100	C 78.100	96.630

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

LOCALITY: SOLANO COUNTY

DETERMINATION: SOL-2013-2

*	EFFECTIVE UNTIL SUPERSEDED BY A NEW DETERMINATION ISSUED BY THE DIRECTOR OF INDUSTRIAL RELATIONS. CONTACT THE OFFICE OF THE DIRECTOR – RESEARCH UNIT AT (415) 703-4774 FOR THE NEW RATES AFTER TEN DAYS AFTER THE EXPIRATION DATE IF NO SUBSEQUENT DETERMINATION IS ISSUED.
**	THE RATE TO BE PAID FOR WORK PERFORMED AFTER THIS DATE HAS BEEN DETERMINED. IF WORK WILL EXTEND PAST THIS DATE, THE NEW RATE MUST BE PAID AND SHOULD BE INCORPORATED IN CONTRACTS ENTERED INTO NOW. CONTACT THE OFFICE OF THE DIRECTOR – RESEARCH UNIT FOR SPECIFIC RATES AT (415) 703-4774.
#	INDICATES AN APPRENTICEABLE CRAFT. THE CURRENT APPRENTICE WAGE RATES ARE AVAILABLE ON THE INTERNET @ HTTP://WWW.DIR.CA.GOV/OPRL/PWAPPWAGE/PWAPPWAGESTART.ASP. TO OBTAIN ANY APPRENTICE WAGE RATES AS OF JULY 1, 2008 AND PRIOR TO SEPTEMBER 27, 2012, PLEASE CONTACT THE DIVISION OF APPRENTICESHIP STANDARDS OR REFER TO THE DIVISION OF APPRENTICESHIP STANDARDS' WEBSITE AT HTTP://WWW.DIR.CA.GOV/DAS/DAS.HTML.
&	THE BASIC HOURLY RATE AND EMPLOYER PAYMENTS ARE NOT TAKEN FROM A COLLECTIVE BARGAINING AGREEMENT FOR THIS CRAFT OR CLASSIFICATION.
A	INCLUDES AMOUNT WITHHELD FOR DUES CHECK OFF.
B	INCLUDED IN STRAIGHT-TIME HOURLY RATE.
C	SATURDAYS IN THE SAME WORK WEEK MAY BE WORKED AT STRAIGHT-TIME IF JOB IS SHUT DOWN DURING THE NORMAL WORKWEEK DUE TO INCLEMENT WEATHER.
D	RATE APPLIES TO THE FIRST 10 HOURS WORKED ON SATURDAY. ALL OTHER HOURS ARE PAID AT THE SUNDAY/HOLIDAY RATE.
E	AMOUNT INCLUDED IN FACTORING OVERTIME RATES.
F	INCLUDES AMOUNT FOR INDUSTRY PROMOTION FUND, INTERNATIONAL MASONRY INSTITUTE (IMI), AND LABOR MANAGEMENT COOPERATION COMMITTEE (LMCC)
G	RATE APPLIES TO THE FIRST 2 DAILY OVERTIME HOURS AND THE FIRST 10 HOURS ON SATURDAY; ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME HOURLY RATE.
H	INCLUDES AMOUNT FOR VAC/HOL AND DUES CHECK OFF.
I	IN ADDITION, AN AMOUNT EQUAL TO 3% OF THE BASIC HOURLY RATE IS ADDED TO THE TOTAL HOURLY RATE AND OVERTIME HOURLY RATES FOR THE NATIONAL EMPLOYEES BENEFIT BOARD.
J	IN ADDITION, AN AMOUNT EQUAL TO 0.5% OF THE BASIC HOURLY RATE, WHICH IS FACTORED AT THE APPLICABLE OVERTIME MULTIPLIER, IS ADDED TO THE TOTAL HOURLY RATE AND OVERTIME HOURLY RATES.
K	RATE APPLIES TO THE FIRST 4 DAILY OVERTIME HOURS AND THE FIRST 8 HOURS WORKED ON SATURDAY. ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME RATE.
L	DISREGARD THIS RATE. USE THE SUNDAY AND HOLIDAY NON-SHIFT DIFFERENTIAL RATE FOR THIS CLASSIFICATION AS PUBLISHED IN THE DIRECTOR'S GENERAL PREVAILING WAGE DETERMINATIONS.
M	PURSUANT TO LABOR CODE SECTIONS 1773.1 AND 1773.8, THE AMOUNT PAID FOR THIS EMPLOYER PAYMENT MAY VARY RESULTING IN A LOWER TAXABLE BASIC HOURLY WAGE RATE, BUT THE TOTAL HOURLY RATES FOR STRAIGHT TIME AND OVERTIME MAY NOT BE LESS THAN THE GENERAL PREVAILING RATE OF PER DIEM WAGES.
N	IN ADDITION, AN AMOUNT EQUAL TO 3% OF THE BASIC HOURLY RATE IS ADDED TO THE TOTAL HOURLY RATE AND OVERTIME HOURLY RATES FOR THE NATIONAL EMPLOYEES BENEFIT BOARD. PURSUANT TO LABOR CODE SECTIONS 1773.1 AND 1773.8, THE AMOUNT PAID FOR THIS EMPLOYER PAYMENT MAY VARY RESULTING IN A LOWER TAXABLE BASIC HOURLY WAGE RATE, BUT THE TOTAL HOURLY RATES FOR STRAIGHT TIME AND OVERTIME MAY NOT BE LESS THAN THE GENERAL PREVAILING RATE OF PER DIEM WAGES.
O	IN ADDITION TO THE AMOUNT SHOWN, WHICH IS FACTORED AT THE APPLICABLE OVERTIME MULTIPLIER FOR EACH OVERTIME HOUR, $0.19 IS ADDED TO THE TOTAL HOURLY RATE AND OVERTIME HOURLY RATES FOR THE LABOR MANAGEMENT COOPERATION COMMITTEE FUND.
P	8 HOURS PAY FOR 7.5 HOURS WORKED AT THE STRAIGHT TIME BASIC HOURLY RATE
Q	8 HOURS PAY FOR 7 HOURS WORKED AT THE STRAIGHT TIME BASIC HOURLY RATE.
R	EMPLOYEES WORKING ON ANY SUSPENDED PLATFORM/SCAFFOLD SHALL BE PAID AN ADDITIONAL $15.00 PER DAY ABOVE THE WAGE RATE.
S	INCLUDES AN AMOUNT FOR DUES CHECK-OFF AND VACATION/HOLIDAY WHICH ARE FACTORED INTO OVERTIME RATES.
T	INCLUDED IN BASIC HOURLY RATE.
U	RATE APPLIES TO FIRST 2 OVERTIME HOURS MONDAY THROUGH FRIDAY; ALL OTHER OVERTIME IS PAID AT THE DOUBLE TIME RATE.
V	INCLUDES AN AMOUNT FOR VACATION/DUES CHECK OFF WHICH IS NOT FACTORED IN THE OVERTIME RATES.
W	RATE APPLIES TO THE FIRST 2 DAILY OVERTIME HOURS AND THE FIRST 8 HOURS ON SATURDAY ONLY; ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME HOURLY RATE.
X	INCLUDES AMOUNT WITHHELD FOR DUES CHECK OFF, WHICH IS FACTORED IN THE OVERTIME RATES. INCLUDES AN AMOUNT OF PREMIUM RATE PER HOUR ABOVE THE REGULAR STRAIGHT-TIME RATE, WHICH IS NOT FACTORED IN THE OVERTIME RATES. ANY EMPLOYEE WORKING UNDERGROUND SHALL RECEIVE $1.00 PER HOUR IN ADDITION TO REGULAR WAGES.

RECOGNIZED HOLIDAYS: HOLIDAYS UPON WHICH THE GENERAL PREVAILING HOURLY WAGE RATE FOR HOLIDAY WORK SHALL BE PAID, SHALL BE ALL HOLIDAYS IN THE COLLECTIVE BARGAINING AGREEMENT, APPLICABLE TO THE PARTICULAR CRAFT, CLASSIFICATION, OR TYPE OF WORKER EMPLOYED ON THE PROJECT, WHICH IS ON FILE WITH THE DIRECTOR OF INDUSTRIAL RELATIONS. IF THE PREVAILING RATE IS NOT BASED ON A COLLECTIVELY BARGAINED RATE, THE HOLIDAYS UPON WHICH THE PREVAILING RATE SHALL BE PAID SHALL BE AS PROVIDED IN SECTION 6700 OF THE GOVERNMENT CODE. YOU MAY OBTAIN THE HOLIDAY PROVISIONS FOR THE CURRENT DETERMINATIONS ON THE INTERNET AT HTTP://WWW.DIR.CA.GOV/OPRL/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 @ HTTP://WWW.DIR.CA.GOV/OPRL/PWD. TRAVEL AND/OR SUBSISTENCE REQUIREMENTS FOR CURRENT OR SUPERSEDED DETERMINATIONS MAY BE OBTAINED FROM THE OFFICE OF THE DIRECTOR - RESEARCH UNIT AT (415) 703-4774.

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS

PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

LOCALITY: SOLANO COUNTY

DETERMINATION: SOL-2013-2

CRAFT (JOURNEY LEVEL)	ISSUE DATE	EXPIRATION DATE	INCREASE 1		INCREASE 2		INCREASE 3		INCREASE 4		INCREASE 5		INCREASE 6	
			DATE OF NEXT CHANGE	AMOUNT OF INCREASE	DATE OF NEXT CHANGE	AMOUNT OF INCREASE	DATE OF NEXT CHANGE	AMOUNT OF INCREASE	DATE OF NEXT CHANGE	AMOUNT OF INCREASE	DATE OF NEXT CHANGE	AMOUNT OF INCREASE	DATE OF NEXT CHANGE	AMOUI OF INCREA
BRICKLAYER, BLOCKLAYER,														
POINTER, CLEANER, CAULKER, WATERPROOFER (2ND SHIFT)	8/22/2013	06/30/2014**	7/1/2014	$2.25 A										
POINTER, CLEANNER, CAULKER, WATERPROOFER (3RD SHIFT)	8/22/2013	06/30/2014**	7/1/2014	$2.25 A										
BRICK TENDER:														
BRICK TENDER (SPECIAL SINGLE SHIFT)	8/22/2013	06/29/2014**	6/30/2014	$1.35 A										
ELECTRICIAN:														
COMM & SYSTEM INSTALLER, SECOND SHIFT	2/22/2013	11/30/2013**	12/1/2013	$1.55 A										
COMM & SYSTEM INSTALLER, THIRD SHIFT	2/22/2013	11/30/2013**	12/1/2013	$1.55 A										
COMM & SYSTEM TECH., SECOND SHIFT	2/22/2013	11/30/2013**	12/1/2013	$1.55 A										
COMM & SYSTEM TECH., THIRD SHIFT	2/22/2013	11/30/2013**	12/1/2013	$1.55 A										
INSIDE WIREMAN, 2ND SHIFT	8/22/2013	05/31/2014**	6/1/2014	$1.50 A										
INSIDE WIREMAN, 3RD SHIFT	8/22/2013	05/31/2014**	6/1/2014	$1.50 A										
CABLE SPLICER, 2ND SHIFT	8/22/2013	05/31/2014**	6/1/2014	$1.50 A										
CABLE SPLICER, 3RD SHIFT	8/22/2013	05/31/2014**	6/1/2014	$1.50 A										
TILE FINISHER														
TILE FINISHER, 2ND SHIFT	8/22/2013	03/31/2014**	4/1/2014	$0.98 A	4/1/2015	$1.14 A								
TILE FINISHER - RED CIRCLED FINISHER, 2ND SHIFT	8/22/2013	03/31/2014**	4/1/2014	$0.98 A	4/1/2015	$1.14 A								
TILE SETTER														
TILE SETTER, 2ND SHIFT	8/22/2013	03/31/2014**	4/1/2014	$1.50 A	4/1/2015	$1.75 A								

FOOTNOTES

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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

LOCALITY: SOLANO COUNTY

DETERMINATION: SOL-2013-2

A THE PREDETERMINED INCREASE SHOWN IS TO BE ALLOCATED TO WAGES AND/OR EMPLOYER PAYMENTS. PLEASE CONTACT THE OFFICE OF THE DIRECTOR - RESEARCH UNIT AT (415) 703-4774 WHEN THE PREDETERMINED INCREASE BECOMES DUE TO CONFIRM THE DISTRIBUTION. PLEASE ALSO EXAMINE THE IMPORTANT NOTICES TO SEE IF ANY MODIFICATIONS HAVE BEEN ISSUED, AS THERE MAY BE REDUCTIONS TO PREDETERMINED INCREASES.

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

LOCALITY: SANTA CLARA COUNTY
DETERMINATION: STC-2013-2

				EMPLOYER PAYMENTS						STRAIGHT-TIME		OVERTIME HOURLY RATE		
	CRAFT (JOURNEY LEVEL)	ISSUE DATE	EXPIRATION DATE	BASIC HOURLY RATE	HEALTH AND WELFARE	PENSION	VACATION/ HOLIDAY	TRAINING	OTHER PAYMENTS	HOURS	TOTAL HOURLY RATE	DAILY	SATURDAY	SUNDAY AND HOLIDAY
#	**BRICKLAYER, BLOCKLAYER,**													
	POINTER, CLEANER, CAULKER, WATERPROOFER (2ND SHIFT)	8/22/2013	06/30/2014**	A 47.000	9.690	9.500	B -	1.420	0.400	C 8.0	68.010	91.510	D 91.510	115.010
	POINTER, CLEANNER, CAULKER, WATERPROOFER (3RD SHIFT)	8/22/2013	06/30/2014**	A 49.040	9.690	9.500	B -	1.420	0.400	C 8.0	70.050	94.570	D 94.570	119.090
#	**BRICKLAYER, BLOCKLAYER:**													
	BRICKLAYER, BLOCKLAYER, STONEMASON (2ND SHIFT)	8/22/2013	04/30/2014*	A 42.080	9.690	10.000	E 3.000	0.800	F 1.230	C 8.0	66.800	G 89.340	G 89.340	111.880
	BRICKLAYER, BLOCKLAYER, STONEMASON (3RD SHIFT)	8/22/2013	04/30/2014*	A 44.130	9.690	10.000	E 3.000	0.800	F 1.230	C 8.0	68.850	G 92.420	G 92.420	115.980
#	**ELECTRICIAN:**													
	COMM & SYSTEM INSTALLER, SECOND SHIFT	2/22/2013	11/30/2013**	31.370	8.850	H 4.500	-	1.100	I 0.210	8.0	47.130	J 63.370	J 63.370	K 79.600
	COMM & SYSTEM INSTALLER, THIRD SHIFT	2/22/2013	11/30/2013**	31.620	8.850	H 4.500	-	1.100	I 0.210	8.0	47.390	J 63.750	J 63.750	K 80.120
	COMM & SYSTEM TECH., SECOND SHIFT	2/22/2013	11/30/2013**	35.610	8.850	H 4.500	-	1.100	I 0.210	8.0	51.520	J 69.950	J 69.950	K 88.380
	COMM & SYSTEM TECH., THIRD SHIFT	2/22/2013	11/30/2013**	35.860	8.850	H 4.500	-	1.100	I 0.210	8.0	51.780	J 70.330	J 70.330	K 88.890
L	INSIDE WIREMAN, TECHNICIAN SECOND SHIFT	8/22/2013	11/30/2013**	M 61.660	12.980	N 13.700	-	0.850	O 0.450	8.0	91.490	P 123.240	P 123.240	Q 155.000

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

LOCALITY: SANTA CLARA COUNTY

DETERMINATION: STC-2013-2

*	EFFECTIVE UNTIL SUPERSEDED BY A NEW DETERMINATION ISSUED BY THE DIRECTOR OF INDUSTRIAL RELATIONS. CONTACT THE OFFICE OF THE DIRECTOR – RESEARCH UNIT AT (415) 703-4774 FOR THE NEW RATES AFTER TEN DAYS AFTER THE EXPIRATION DATE IF NO SUBSEQUENT DETERMINATION IS ISSUED.
**	THE RATE TO BE PAID FOR WORK PERFORMED AFTER THIS DATE HAS BEEN DETERMINED. IF WORK WILL EXTEND PAST THIS DATE, THE NEW RATE MUST BE PAID AND SHOULD BE INCORPORATED IN CONTRACTS ENTERED INTO NOW. CONTACT THE OFFICE OF THE DIRECTOR – RESEARCH UNIT FOR SPECIFIC RATES AT (415) 703-4774.
#	INDICATES AN APPRENTICEABLE CRAFT. THE CURRENT APPRENTICE WAGE RATES ARE AVAILABLE ON THE INTERNET @ HTTP://WWW.DIR.CA.GOV/OPRL/PWAPPWAGE/PWAPPWAGESTART.ASP. TO OBTAIN ANY APPRENTICE WAGE RATES AS OF JULY 1, 2008 AND PRIOR TO SEPTEMBER 27, 2012, PLEASE CONTACT THE DIVISION OF APPRENTICESHIP STANDARDS OR REFER TO THE DIVISION OF APPRENTICESHIP STANDARDS' WEBSITE AT HTTP://WWW.DIR.CA.GOV/DAS/DAS.HTML.
&	THE BASIC HOURLY RATE AND EMPLOYER PAYMENTS ARE NOT TAKEN FROM A COLLECTIVE BARGAINING AGREEMENT FOR THIS CRAFT OR CLASSIFICATION.
A	INCLUDES AMOUNT WITHHELD FOR DUES CHECK OFF.
B	INCLUDED IN STRAIGHT-TIME HOURLY RATE.
C	SATURDAYS IN THE SAME WORK WEEK MAY BE WORKED AT STRAIGHT-TIME IF JOB IS SHUT DOWN DURING THE NORMAL WORKWEEK DUE TO INCLEMENT WEATHER.
D	RATE APPLIES TO THE FIRST 10 HOURS WORKED ON SATURDAY. ALL OTHER HOURS ARE PAID AT THE SUNDAY/HOLIDAY RATE.
E	AMOUNT INCLUDED IN FACTORING OVERTIME RATES.
F	INCLUDES AMOUNT FOR INDUSTRY PROMOTION FUND, INTERNATIONAL MASONRY INSTITUTE (IMI), AND LABOR MANAGEMENT COOPERATION COMMITTEE (LMCC)
G	RATE APPLIES TO THE FIRST 2 DAILY OVERTIME HOURS AND THE FIRST 10 HOURS ON SATURDAY; ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME HOURLY RATE.
H	IN ADDITION, AN AMOUNT EQUAL TO 3% OF THE BASIC HOURLY RATE IS ADDED TO THE TOTAL HOURLY RATE AND OVERTIME HOURLY RATES FOR THE NATIONAL EMPLOYEES BENEFIT BOARD.
I	IN ADDITION, AN AMOUNT EQUAL TO 0.5% OF THE BASIC HOURLY RATE, WHICH IS FACTORED AT THE APPLICABLE OVERTIME MULTIPLIER, IS ADDED TO THE TOTAL HOURLY RATE AND OVERTIME HOURLY RATES.
J	RATE APPLIES TO THE FIRST 4 DAILY OVERTIME HOURS AND THE FIRST 8 HOURS WORKED ON SATURDAY. ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME RATE.
K	DISREGARD THIS RATE. USE THE SUNDAY AND HOLIDAY NON-SHIFT DIFFERENTIAL RATE FOR THIS CLASSIFICATION AS PUBLISHED IN THE DIRECTOR'S GENERAL PREVAILING WAGE DETERMINATIONS.
L	FOR SHIFT RATES ON OCCUPIED REMODEL AND RENOVATION WORK, PLEASE CONTACT THE OFFICE OF THE DIRECTOR - RESEARCH UNIT AT (415)703-4774.
M	INCLUDES AMOUNT WITHHELD FOR WORKING DUES.
N	IN ADDITION, AN AMOUNT EQUAL TO 3% OF THE BASIC HOURLY RATE IS ADDED TO THE TOTAL HOURLY RATE AND OVERTIME HOURLY RATES FOR THE NATIONAL EMPLOYEES BENEFIT BOARD. PURSUANT TO LABOR CODE SECTIONS 1773.1 AND 1773.8, THE AMOUNT PAID FOR THIS EMPLOYER PAYMENT MAY VARY RESULTING IN A LOWER TAXABLE BASIC HOURLY WAGE RATE, BUT THE TOTAL HOURLY RATES FOR STRAIGHT TIME AND OVERTIME MAY NOT BE LESS THAN THE GENERAL PREVAILING RATE OF PER DIEM WAGES.
O	INCLUDES AMOUNT EQUAL TO 0.5% OF THE HOURLY RATE FOR THE ADMINISTRATIVE MAINTENANCE FUND AND THE REMAINING AMOUNT IS FOR THE JOINT ELECTRICAL INDUSTRY FUND.
P	RATE APPLIES TO THE FIRST 2 DAILY OVERTIME HOURS UP TO A MAXIMUM OF 10 HOURS IN ANY ONE WEEK OR THE FIRST 8 HOURS WORKED ON SATURDAY IF NO OVERTIME HAS BEEN WORKED DURING THE WEEK. IF OVERTIME IS WORKED MONDAY THROUGH FRIDAY, SUBTRACT THAT AMOUNT OF TIME FROM THE TIME ALLOWED AT TIME AND ONE HALF (1 1/2) ON SATURDAY. ALL OTHER TIME IS PAID AT THE SUNDAY/HOLIDAY RATE.
Q	DISREGARD THIS RATE. FOR ALL HOURS IN EXCESS OF THE FIRST EIGHT HOURS OF WORK PERFORMED ON SATURDAY AND FOR ALL HOURS WORKED ON SUNDAYS AND HOLIDAYS, USE THE SUNDAY AND HOLIDAY NON-SHIFT DIFFERENTIAL RATE FOR THIS CLASSIFICATION AS PUBLISHED IN THE DIRECTOR'S GENERAL PREVAILING WAGE DETERMINATIONS.
R	EMPLOYEES WORKING ON ANY SUSPENDED PLATFORM/SCAFFOLD SHALL BE PAID AN ADDITIONAL $15.00 PER DAY ABOVE THE WAGE RATE.
S	INCLUDES AN AMOUNT FOR DUES CHECK-OFF AND VACATION/HOLIDAY WHICH ARE FACTORED INTO OVERTIME RATES.
T	INCLUDED IN BASIC HOURLY RATE.
U	RATE APPLIES TO FIRST 2 OVERTIME HOURS MONDAY THROUGH FRIDAY; ALL OTHER OVERTIME IS PAID AT THE DOUBLE TIME RATE.
V	INCLUDES AN AMOUNT FOR VACATION/DUES CHECK OFF WHICH IS NOT FACTORED IN THE OVERTIME RATES.
W	RATE APPLIES TO THE FIRST 2 DAILY OVERTIME HOURS AND THE FIRST 8 HOURS ON SATURDAY ONLY; ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME HOURLY RATE.
X	INCLUDES AMOUNT WITHHELD FOR DUES CHECK OFF, WHICH IS FACTORED IN THE OVERTIME RATES. INCLUDES AN AMOUNT OF PREMIUM RATE PER HOUR ABOVE THE REGULAR STRAIGHT-TIME RATE, WHICH IS NOT FACTORED IN THE OVERTIME RATES. ANY EMPLOYEE WORKING UNDERGROUND SHALL RECEIVE $1.00 PER HOUR IN ADDITION TO REGULAR WAGES.

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

LOCALITY: SANTA CLARA COUNTY

DETERMINATION: STC-2013-2

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 @ HTTP://WWW.DIR.CA.GOV/OPRL/PWD. TRAVEL AND/OR SUBSISTENCE REQUIREMENTS FOR CURRENT OR SUPERSEDED DETERMINATIONS MAY BE OBTAINED FROM THE OFFICE OF THE DIRECTOR - RESEARCH UNIT AT (415) 703-4774.

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS

PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

LOCALITY: SANTA CLARA COUNTY

DETERMINATION: STC-2013-2

	CRAFT (JOURNEY LEVEL)	ISSUE DATE	EXPIRATION DATE	INCREASE 1		INCREASE 2		INCREASE 3		INCREASE 4		INCREASE 5		INCREASE 6	
				DATE OF NEXT CHANGE	AMOUNT OF INCREASE	DATE OF NEXT CHANGE	AMOUNT OF INCREASE	DATE OF NEXT CHANGE	AMOUNT OF INCREASE	DATE OF NEXT CHANGE	AMOUNT OF INCREASE	DATE OF NEXT CHANGE	AMOUNT OF INCREASE	DATE OF NEXT CHANGE	AMOUNT OF INCREASE
	BRICKLAYER, BLOCKLAYER,														
	POINTER, CLEANER, CAULKER, WATERPROOFER (2ND SHIFT)	8/22/2013	06/30/2014**	7/1/2014	$2.25 A										
	POINTER, CLEANNER, CAULKER, WATERPROOFER (3RD SHIFT)	8/22/2013	06/30/2014**	7/1/2014	$2.25 A										
	ELECTRICIAN:														
	COMM & SYSTEM INSTALLER, SECOND SHIFT	2/22/2013	11/30/2013**	12/1/2013	$1.55 A										
	COMM & SYSTEM INSTALLER, THIRD SHIFT	2/22/2013	11/30/2013**	12/1/2013	$1.55 A										
	COMM & SYSTEM TECH., SECOND SHIFT	2/22/2013	11/30/2013**	12/1/2013	$1.55 A										
	COMM & SYSTEM TECH., THIRD SHIFT	2/22/2013	11/30/2013**	12/1/2013	$1.55 A										
B	INSIDE WIREMAN, TECHNICIAN SECOND SHIFT	8/22/2013	11/30/2013**	12/1/2013	$1.50 A	6/1/2014	$2.50 A								
B	INSIDE WIREMAN, TECHNICIAN THIRD SHIFT	8/22/2013	11/30/2013**	12/1/2013	$1.50 A	6/1/2014	$2.50 A								
B	CABLE SPLICER, 2ND SHIFT	8/22/2013	11/30/2013**	12/1/2013	$1.50 A	6/1/2014	$2.50 A								
B	CABLE SPLICER, 3RD SHIFT	8/22/2013	11/30/2013**	12/1/2013	$1.50 A	6/1/2014	$2.50 A								
	TILE FINISHER														
	TILE FINISHER, 2ND SHIFT	8/22/2013	03/31/2014**	4/1/2014	$0.98 A	4/1/2015	$1.14 A								
	TILE FINISHER - RED CIRCLED FINISHER, 2ND SHIFT	8/22/2013	03/31/2014**	4/1/2014	$0.98 A	4/1/2015	$1.14 A								
	TILE SETTER														
	TILE SETTER, 2ND SHIFT	8/22/2013	03/31/2014**	4/1/2014	$1.50 A	4/1/2015	$1.75 A								

FOOTNOTES

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS

PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

LOCALITY: SANTA CLARA COUNTY

	DETERMINATION: STC-2013-2
A	THE PREDETERMINED INCREASE SHOWN IS TO BE ALLOCATED TO WAGES AND/OR EMPLOYER PAYMENTS. PLEASE CONTACT THE OFFICE OF THE DIRECTOR - RESEARCH UNIT AT (415) 703-4774 WHEN THE PREDETERMINED INCREASE BECOMES DUE TO CONFIRM THE DISTRIBUTION. PLEASE ALSO EXAMINE THE IMPORTANT NOTICES TO SEE IF ANY MODIFICATIONS HAVE BEEN ISSUED, AS THERE MAY BE REDUCTIONS TO PREDETERMINED INCREASES.
B	FOR SHIFT RATES ON OCCUPIED REMODEL AND RENOVATION WORK, PLEASE CONTACT 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

LOCALITY: CONTRA COSTA COUNTY
DETERMINATION: CON-2013-2

		CRAFT (JOURNEY LEVEL)	ISSUE DATE	EXPIRATION DATE	EMPLOYER PAYMENTS: BASIC HOURLY RATE	HEALTH AND WELFARE	PENSION	VACATION/ HOLIDAY	TRAINING	OTHER PAYMENTS	STRAIGHT-TIME: HOURS	TOTAL HOURLY RATE	OVERTIME HOURLY RATE: DAILY	SATURDAY	SUNDAY AND HOLIDAY
#		**BRICKLAYER, BLOCKLAYER,**													
		POINTER, CLEANER, CAULKER, WATERPROOFER (2ND SHIFT)	8/22/2013	06/30/2014**	A 47.000	9.690	9.500	B -	1.420	0.400	C 8.0	68.010	91.510	D 91.510	115.010
		POINTER, CLEANNER, CAULKER, WATERPROOFER (3RD SHIFT)	8/22/2013	06/30/2014**	A 49.040	9.690	9.500	B -	1.420	0.400	C 8.0	70.050	94.570	D 94.570	119.090
#		**BRICKLAYER, BLOCKLAYER:**													
		BRICKLAYER, BLOCKLAYER, STONEMASON (2ND SHIFT)	8/22/2013	04/30/2014*	A 42.080	9.690	10.000	E 3.000	0.800	F 1.230	C 8.0	66.800	G 89.340	G 89.340	111.880
		BRICKLAYER, BLOCKLAYER, STONEMASON (3RD SHIFT)	8/22/2013	04/30/2014*	A 44.130	9.690	10.000	E 3.000	0.800	F 1.230	C 8.0	68.850	G 92.420	G 92.420	115.980
#		**ELECTRICIAN:**													
		COMM & SYSTEM INSTALLER, SECOND SHIFT	2/22/2013	11/30/2013**	31.370	8.850	H 4.500	-	1.100	I 0.210	8.0	47.130	J 63.370	J 63.370	K 79.600
		COMM & SYSTEM INSTALLER, THIRD SHIFT	2/22/2013	11/30/2013**	31.620	8.850	H 4.500	-	1.100	I 0.210	8.0	47.390	J 63.750	J 63.750	K 80.120
		COMM & SYSTEM TECH., SECOND SHIFT	2/22/2013	11/30/2013**	35.610	8.850	H 4.500	-	1.100	I 0.210	8.0	51.520	J 69.950	J 69.950	K 88.380
		COMM & SYSTEM TECH., THIRD SHIFT	2/22/2013	11/30/2013**	35.860	8.850	H 4.500	-	1.100	I 0.210	8.0	51.780	J 70.330	J 70.330	K 88.890
		INSIDE WIREMAN, TECHNICIAN SECOND SHIFT	8/22/2013	05/31/2014*	A 53.090	12.800	H 10.000	-	0.670	L 0.690	8.0	78.840	M 106.180	N 106.180	O 133.530
		INSIDE WIREMAN, TECHNICIAN THIRD SHIFT	8/22/2013	05/31/2014*	A 59.470	12.800	H 10.000	-	0.670	L 0.690	8.0	85.410	M 116.040	N 116.040	O 146.670
		CABLE SPLICER, 2ND SHIFT	8/22/2013	05/31/2014*	A 60.610	12.800	H 10.000	-	0.670	L 0.690	8.0	86.590	M 117.800	N 117.800	O 149.020
		CABLE SPLICER, 3RD SHIFT	8/22/2013	05/31/2014*	A 67.890	12.800	H 10.000	-	0.670	L 0.690	8.0	94.090	M 129.050	N 129.050	O 164.010
#		**MARBLE FINISHER**													
	P	MARBLE FINISHER (2ND SHIFT)	8/22/2013	07/31/2014*	Q 33.050	9.690	3.870	R -	0.450	0.530	8.0	47.590	S 64.110	80.640	80.640
#		**MARBLE MASON**													
	P	MARBLE MASON (2ND SHIFT)	8/22/2013	07/31/2014*	Q 45.300	9.690	11.990	R -	0.800	0.730	8.0	68.510	S 91.160	113.810	113.810
#		**PLASTERER**													
		PLASTERER: 2ND SHIFT	8/22/2013	06/30/2014**	T 37.080	12.530	10.630	B -	0.950	0.800	U 7.0	61.990	V 77.960	V 77.960	93.930
		PLASTERER: 3RD SHIFT	8/22/2013	06/30/2014**	T 38.080	12.530	10.630	B -	0.950	0.800	U 7.0	62.990	V 79.460	V 79.460	95.930
#		**TERRAZZO FINISHER**													
		TERRAZZO FINISHER, 2ND SHIFT	8/22/2013	06/30/2014*	W 38.150	8.530	4.600	B -	0.800	0.790	8.0	52.870	X 69.870	X 69.870	86.860
		TERRAZZO FINISHER, 3RD SHIFT	8/22/2013	06/30/2014*	W 38.150	8.530	4.600	B -	0.800	0.790	8.0	52.870	X 69.870	X 69.870	86.860
#		**TERRAZZO WORKER**													
		TERRAZZO WORKER, 2ND SHIFT	8/22/2013	06/30/2014*	W 47.950	9.690	13.900	B -	0.800	0.960	8.0	73.300	X 94.630	X 94.630	115.960
		TERRAZZO WORKER, 3RD SHIFT	8/22/2013	06/30/2014*	W 47.950	9.690	13.900	B -	0.800	0.960	8.0	73.300	X 94.630	X 94.630	115.960
#		**TILE FINISHER**													
		TILE FINISHER, 2ND SHIFT	8/22/2013	03/31/2014**	Y 25.310	8.530	3.420	0.700	0.400	0.880	8.0	39.240	49.900	C 49.900	60.550
		TILE FINISHER - RED CIRCLED FINISHER, 2ND SHIFT	8/22/2013	03/31/2014**	Y 31.000	8.530	3.650	1.300	0.300	0.890	8.0	45.670	59.170	C 59.170	72.670
#		**TILE SETTER**													
		TILE SETTER, 2ND SHIFT	8/22/2013	03/31/2014**	Y 42.070	8.530	4.650	2.350	0.590	1.370	8.0	59.560	78.100	C 78.100	96.630

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

LOCALITY: CONTRA COSTA COUNTY

DETERMINATION: CON-2013-2

* EFFECTIVE UNTIL SUPERSEDED BY A NEW DETERMINATION ISSUED BY THE DIRECTOR OF INDUSTRIAL RELATIONS. CONTACT THE OFFICE OF THE DIRECTOR – RESEARCH UNIT AT (415) 703-4774 FOR THE NEW RATES AFTER TEN DAYS AFTER THE EXPIRATION DATE IF NO SUBSEQUENT DETERMINATION IS ISSUED.

** THE RATE TO BE PAID FOR WORK PERFORMED AFTER THIS DATE HAS BEEN DETERMINED. IF WORK WILL EXTEND PAST THIS DATE, THE NEW RATE MUST BE PAID AND SHOULD BE INCORPORATED IN CONTRACTS ENTERED INTO NOW. CONTACT THE OFFICE OF THE DIRECTOR – RESEARCH UNIT FOR SPECIFIC RATES AT (415) 703-4774.

\# INDICATES AN APPRENTICEABLE CRAFT. THE CURRENT APPRENTICE WAGE RATES ARE AVAILABLE ON THE INTERNET @ HTTP://WWW.DIR.CA.GOV/OPRL/PWAPPWAGE/PWAPPWAGESTART.ASP. TO OBTAIN ANY APPRENTICE WAGE RATES AS OF JULY 1, 2008 AND PRIOR TO SEPTEMBER 27, 2012, PLEASE CONTACT THE DIVISION OF APPRENTICESHIP STANDARDS OR REFER TO THE DIVISION OF APPRENTICESHIP STANDARDS' WEBSITE AT HTTP://WWW.DIR.CA.GOV/DAS/DAS.HTML.

& THE BASIC HOURLY RATE AND EMPLOYER PAYMENTS ARE NOT TAKEN FROM A COLLECTIVE BARGAINING AGREEMENT FOR THIS CRAFT OR CLASSIFICATION.

A INCLUDES AMOUNT WITHHELD FOR DUES CHECK OFF.

B INCLUDED IN STRAIGHT-TIME HOURLY RATE.

C SATURDAYS IN THE SAME WORK WEEK MAY BE WORKED AT STRAIGHT-TIME IF JOB IS SHUT DOWN DURING THE NORMAL WORKWEEK DUE TO INCLEMENT WEATHER.

D RATE APPLIES TO THE FIRST 10 HOURS WORKED ON SATURDAY. ALL OTHER HOURS ARE PAID AT THE SUNDAY/HOLIDAY RATE.

E AMOUNT INCLUDED IN FACTORING OVERTIME RATES.

F INCLUDES AMOUNT FOR INDUSTRY PROMOTION FUND, INTERNATIONAL MASONRY INSTITUTE (IMI), AND LABOR MANAGEMENT COOPERATION COMMITTEE (LMCC)

G RATE APPLIES TO THE FIRST 2 DAILY OVERTIME HOURS AND THE FIRST 10 HOURS ON SATURDAY; ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME HOURLY RATE.

H IN ADDITION, AN AMOUNT EQUAL TO 3% OF THE BASIC HOURLY RATE IS ADDED TO THE TOTAL HOURLY RATE AND OVERTIME HOURLY RATES FOR THE NATIONAL EMPLOYEES BENEFIT BOARD.

I IN ADDITION, AN AMOUNT EQUAL TO 0.5% OF THE BASIC HOURLY RATE, WHICH IS FACTORED AT THE APPLICABLE OVERTIME MULTIPLIER, IS ADDED TO THE TOTAL HOURLY RATE AND OVERTIME HOURLY RATES.

J RATE APPLIES TO THE FIRST 4 DAILY OVERTIME HOURS AND THE FIRST 8 HOURS WORKED ON SATURDAY. ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME RATE.

K DISREGARD THIS RATE. USE THE SUNDAY AND HOLIDAY NON-SHIFT DIFFERENTIAL RATE FOR THIS CLASSIFICATION AS PUBLISHED IN THE DIRECTOR'S GENERAL PREVAILING WAGE DETERMINATIONS.

L AMOUNT IS FOR INDUSTRY FUND.

M RATE APPLIES TO ALL HOURS WORKED IN EXCESS OF 8 HOURS MONDAY THROUGH FRIDAY.

N DISREGARD THIS RATE. FOR THE FIRST EIGHT HOURS OF WORK PERFORMED ON SATURDAY, USE THE SATURDAY NON-SHIFT DIFFERENTIAL RATE FOR THIS CLASSIFICATION AS PUBLISHED IN THE DIRECTOR'S GENERAL PREVAILING WAGE DETERMINATIONS.

O DISREGARD THIS RATE. FOR ALL HOURS IN EXCESS OF THE FIRST EIGHT HOURS OF WORK PERFORMED ON SATURDAY AND FOR ALL HOURS WORKED ON SUNDAYS AND HOLIDAYS, USE THE SUNDAY AND HOLIDAY NON-SHIFT DIFFERENTIAL RATE FOR THIS CLASSIFICATION AS PUBLISHED IN THE DIRECTOR'S GENERAL PREVAILING WAGE DETERMINATIONS.

P EMPLOYEES WORKING ON ANY SUSPENDED PLATFORM/SCAFFOLD SHALL BE PAID AN ADDITIONAL $15.00 PER DAY ABOVE THE WAGE RATE.

Q INCLUDES AN AMOUNT FOR DUES CHECK-OFF AND VACATION/HOLIDAY WHICH ARE FACTORED INTO OVERTIME RATES.

R INCLUDED IN BASIC HOURLY RATE.

S RATE APPLIES TO FIRST 2 OVERTIME HOURS MONDAY THROUGH FRIDAY; ALL OTHER OVERTIME IS PAID AT THE DOUBLE TIME RATE.

T INCLUDE AMOUNTS WITHHELD FOR DUES CHECK OFF AND VACATION WHICH IS NOT FACTORED INTO OVERTIME. EMPLOYEES OPERATING AND WORKING BEHIND PLASTER GUNS SHALL RECEIVE AN ADDITIONAL $5.00 PER DAY ABOVE THE WAGE RATE. EMPLOYEES WORKING ON AN EXTERIOR SUSPENDED SCAFFOLD SHALL BE PAID AN ADDITIONAL $10.00 PER DAY ABOVE THE WAGE RATE.

U 8 HOURS PAY FOR 7 HOURS WORKED AT STRAIGHT-TIME BASIC HOURLY RATE. SATURDAYS IN THE SAME WORK WEEK MAY BE WORKED AT STRAIGHT-TIME IF THE JOB IS SHUT DOWN DURING THE NORMAL WORK WEEK DUE TO INCLEMENT WEATHER.

V RATE APPLIES TO THE FIRST 2 OVERTIME HOURS MONDAY THROUGH FRIDAY AND THE FIRST 7 HOURS ON SATURDAYS AND DESIGNATED DAYS OFF. ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME RATE.

W INCLUDES AN AMOUNT FOR VACATION/DUES CHECK OFF WHICH IS NOT FACTORED IN THE OVERTIME RATES.

LOCALITY: CONTRA COSTA COUNTY

DETERMINATION: CON-2013-2

X RATE APPLIES TO THE FIRST 2 DAILY OVERTIME HOURS AND THE FIRST 8 HOURS ON SATURDAY ONLY; ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME HOURLY RATE.

Y INCLUDES AMOUNT WITHHELD FOR DUES CHECK OFF, WHICH IS FACTORED IN THE OVERTIME RATES. INCLUDES AN AMOUNT OF PREMIUM RATE PER HOUR ABOVE THE REGULAR STRAIGHT-TIME RATE, WHICH IS NOT FACTORED IN THE OVERTIME RATES. ANY EMPLOYEE WORKING UNDERGROUND SHALL RECEIVE $1.00 PER HOUR IN ADDITION TO REGULAR WAGES.

RECOGNIZED HOLIDAYS: HOLIDAYS UPON WHICH THE GENERAL PREVAILING HOURLY WAGE RATE FOR HOLIDAY WORK SHALL BE PAID, SHALL BE ALL HOLIDAYS IN THE COLLECTIVE BARGAINING AGREEMENT, APPLICABLE TO THE PARTICULAR CRAFT, CLASSIFICATION, OR TYPE OF WORKER EMPLOYED ON THE PROJECT, WHICH IS ON FILE WITH THE DIRECTOR OF INDUSTRIAL RELATIONS. IF THE PREVAILING RATE IS NOT BASED ON A COLLECTIVELY BARGAINED RATE, THE HOLIDAYS UPON WHICH THE PREVAILING RATE SHALL BE PAID SHALL BE AS PROVIDED IN SECTION 6700 OF THE GOVERNMENT CODE. YOU MAY OBTAIN THE HOLIDAY PROVISIONS FOR THE CURRENT DETERMINATIONS ON THE INTERNET AT HTTP://WWW.DIR.CA.GOV/OPRL/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 @ HTTP://WWW.DIR.CA.GOV/OPRL/PWD. TRAVEL AND/OR SUBSISTENCE REQUIREMENTS FOR CURRENT OR SUPERSEDED DETERMINATIONS MAY BE OBTAINED FROM THE OFFICE OF THE DIRECTOR - RESEARCH UNIT AT (415) 703-4774.

GENERAL PREVAILING WAGE DETERMINATION MADE AY THE DIRECTOR OF INDUSTRIAL RELATIONS

PURSUANT TO CALIFORNIA LAAOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

FOR COMMERCIAL AUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

LOCALITY: CONTRA COSTA COUNTY

DETERMINATION: CON-2013-2

CRAFT (JOURNEY LEVEL)	ISSUE DATE	EXPIRATION DATE	INCREASE 1		INCREASE 2		INCREASE 3		INCREASE 4		INCREASE 5		INCREASE 6		INCREASE 7	
			DATE OF NEXT CHANGE	AMOUNT OF INCREASE	DATE OF NEXT CHANGE	AMOUNT OF INCREASE	DATE OF NEXT CHANGE	AMOUNT OF INCREASE	DATE OF NEXT CHANGE	AMOUNT OF INCREASE	DATE OF NEXT CHANGE	AMOUNT OF INCREASE	DATE OF NEXT CHANGE	AMOUNT OF INCREASE	DATE OF NEXT CHANGE	AMOUNT OF INCREASE
BRICKLAYER, BLOCKLAYER,																
POINTER, CLEANER, CAULKER, WATERPROOFER (2ND SHIFT)	8/22/2013	06/30/2014**	7/1/2014	$2.25 A												
POINTER, CLEANNER, CAULKER, WATERPROOFER (3RD SHIFT)	8/22/2013	06/30/2014**	7/1/2014	$2.25 A												
ELECTRICIAN:																
COMM & SYSTEM INSTALLER, SECOND SHIFT	2/22/2013	11/30/2013**	12/1/2013	$1.55 A												
COMM & SYSTEM INSTALLER, THIRD SHIFT	2/22/2013	11/30/2013**	12/1/2013	$1.55 A												
COMM & SYSTEM TECH., SECOND SHIFT	2/22/2013	11/30/2013**	12/1/2013	$1.55 A												
COMM & SYSTEM TECH., THIRD SHIFT	2/22/2013	11/30/2013**	12/1/2013	$1.55 A												
PLASTERER:																
PLASTERER: 2ND SHIFT	8/22/2013	06/30/2014**	7/1/2014	$1.60 A	7/1/2015	$1.70 A	7/1/2016	$1.70 A								
PLASTERER: 3RD SHIFT	8/22/2013	06/30/2014**	7/1/2014	$1.60 A	7/1/2015	$1.70 A	7/1/2016	$1.70 A								
TILE FINISHER:																
TILE FINISHER, 2ND SHIFT	8/22/2013	03/31/2014**	4/1/2014	$0.98 A	4/1/2015	$1.14 A										
TILE FINISHER - RED CIRCLED FINISHER, 2ND SHIFT	8/22/2013	03/31/2014**	4/1/2014	$0.98 A	4/1/2015	$1.14 A										
TILE SETTER:																
TILE SETTER, 2ND SHIFT	8/22/2013	03/31/2014**	4/1/2014	$1.50 A	4/1/2015	$1.75 A										

FOOTNOTES

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS

PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

LOCALITY: CONTRA COSTA COUNTY

DETERMINATION: CON-2013-2

A THE PREDETERMINED INCREASE SHOWN IS TO BE ALLOCATED TO WAGES AND/OR EMPLOYER PAYMENTS. PLEASE CONTACT THE OFFICE OF THE DIRECTOR - RESEARCH UNIT AT (415) 703-4774 WHEN THE PREDETERMINED INCREASE BECOMES DUE TO CONFIRM THE DISTRIBUTION. PLEASE ALSO EXAMINE THE IMPORTANT NOTICES TO SEE IF ANY MODIFICATIONS HAVE BEEN ISSUED, AS THERE MAY BE REDUCTIONS TO PREDETERMINED INCREASES.

CONTRA-2013-2-INC

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

LOCALITY: ALAMEDA COUNTY
DETERMINATION: ALA-2013-2

		CRAFT (JOURNEY LEVEL)	ISSUE DATE	EXPIRATION DATE	EMPLOYER PAYMENTS: BASIC HOURLY RATE	HEALTH AND WELFARE	PENSION	VACATION/ HOLIDAY	TRAINING	OTHER PAYMENTS	STRAIGHT-TIME: HOURS	TOTAL HOURLY RATE	OVERTIME HOURLY RATE: DAILY	SATURDAY	SUNDAY AND HOLIDAY
#		**BRICKLAYER, BLOCKLAYER,**													
		POINTER, CLEANER, CAULKER, WATERPROOFER (2ND SHIFT)	8/22/2013	06/30/2014**	A 47.000	9.690	9.500	B -	1.420	0.400	C 8.0	68.010	91.510	D 91.510	115.010
		POINTER, CLEANNER, CAULKER, WATERPROOFER (3RD SHIFT)	8/22/2013	06/30/2014**	A 49.040	9.690	9.500	B -	1.420	0.400	C 8.0	70.050	94.570	D 94.570	119.090
#		**BRICKLAYER, BLOCKLAYER:**													
		BRICKLAYER, BLOCKLAYER, STONEMASON (2ND SHIFT)	8/22/2013	04/30/2014*	A 42.080	9.690	10.000	E 3.000	0.800	F 1.230	C 8.0	66.800	G 89.340	G 89.340	111.880
		BRICKLAYER, BLOCKLAYER, STONEMASON (3RD SHIFT)	8/22/2013	04/30/2014*	A 44.130	9.690	10.000	E 3.000	0.800	F 1.230	C 8.0	68.850	G 92.420	G 92.420	115.980
#		**ELECTRICIAN:**													
		COMM & SYSTEM INSTALLER, SECOND SHIFT	2/22/2013	11/30/2013**	31.370	8.850	H 4.500	-	1.100	I 0.210	8.0	47.130	J 63.370	J 63.370	K 79.600
		COMM & SYSTEM INSTALLER, THIRD SHIFT	2/22/2013	11/30/2013**	31.620	8.850	H 4.500	-	1.100	I 0.210	8.0	47.390	J 63.750	J 63.750	K 80.120
		COMM & SYSTEM TECH., SECOND SHIFT	2/22/2013	11/30/2013**	35.610	8.850	H 4.500	-	1.100	I 0.210	8.0	51.520	J 69.950	J 69.950	K 88.380
		COMM & SYSTEM TECH., THIRD SHIFT	2/22/2013	11/30/2013**	35.860	8.850	H 4.500	-	1.100	I 0.210	8.0	51.780	J 70.330	J 70.330	K 88.890
		INSIDE WIREMAN, 2ND SHIFT	8/22/2013	05/31/2014**	55.320	15.900	L 12.930	B -	1.860	M 1.180	N 7.5	88.850	117.630	O 146.420	K 146.420
		INSIDE WIREMAN, 3RD SHIFT	8/22/2013	05/31/2014**	61.970	17.040	L 13.850	B -	1.990	M 1.240	P 7.0	97.950	130.190	O 162.430	K 162.430
		CABLE SPLICER-WELDER, 2ND SHIFT	8/22/2013	05/31/2014**	62.230	15.900	L 12.930	B -	1.860	M 1.250	N 7.5	96.040	128.420	O 160.790	K 160.790
		CABLE SPLICER-WELDER, 3RD SHIFT	8/22/2013	05/31/2014**	69.710	17.040	L 13.850	B -	1.990	M 1.330	P 7.0	106.010	142.280	O 178.550	K 178.550
#		**MARBLE FINISHER**													
	Q	MARBLE FINISHER (2ND SHIFT)	8/22/2013	07/31/2014*	R 33.050	9.690	3.870	S -	0.450	0.530	8.0	47.590	T 64.110	80.640	80.640
#		**MARBLE MASON**													
	Q	MARBLE MASON (2ND SHIFT)	8/22/2013	07/31/2014*	R 45.300	9.690	11.990	S -	0.800	0.730	8.0	68.510	T 91.160	113.810	113.810
#		**PLASTERER**													
		PLASTERER: 2ND SHIFT	8/22/2013	06/30/2014**	U 37.080	12.530	10.630	B -	0.950	0.800	V 7.0	61.990	W 77.960	W 77.960	93.930
		PLASTERER: 3RD SHIFT	8/22/2013	06/30/2014**	U 38.080	12.530	10.630	B -	0.950	0.800	V 7.0	62.990	W 79.460	W 79.460	95.930
#		**TERRAZZO FINISHER**													
		TERRAZZO FINISHER, 2ND SHIFT	8/22/2013	06/30/2014*	X 38.150	8.530	4.600	B -	0.800	0.790	8.0	52.870	Y 69.870	Y 69.870	86.860
		TERRAZZO FINISHER, 3RD SHIFT	8/22/2013	06/30/2014*	X 38.150	8.530	4.600	B -	0.800	0.790	8.0	52.870	Y 69.870	Y 69.870	86.860
#		**TERRAZZO WORKER**													
		TERRAZZO WORKER, 2ND SHIFT	8/22/2013	06/30/2014*	X 47.950	9.690	13.900	B -	0.800	0.960	8.0	73.300	Y 94.630	Y 94.630	115.960
		TERRAZZO WORKER, 3RD SHIFT	8/22/2013	06/30/2014*	X 47.950	9.690	13.900	B -	0.800	0.960	8.0	73.300	Y 94.630	Y 94.630	115.960
#		**TILE FINISHER**													
		TILE FINISHER, 2ND SHIFT	8/22/2013	03/31/2014**	Z 25.310	8.530	3.420	0.700	0.400	0.880	8.0	39.240	49.900	C 49.900	60.550
		TILE FINISHER - RED CIRCLED FINISHER, 2ND SHIFT	8/22/2013	03/31/2014**	Z 31.000	8.530	3.650	1.300	0.300	0.890	8.0	45.670	59.170	C 59.170	72.670
#		**TILE SETTER**													
		TILE SETTER, 2ND SHIFT	8/22/2013	03/31/2014**	Z 42.070	8.530	4.650	2.350	0.590	1.370	8.0	59.560	78.100	C 78.100	96.630

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

LOCALITY: ALAMEDA COUNTY
DETERMINATION: ALA-2013-2

					EMPLOYER PAYMENTS						STRAIGHT-TIME		OVERTIME HOURLY RATE		
		CRAFT (JOURNEY LEVEL)	ISSUE DATE	EXPIRATION DATE	BASIC HOURLY RATE	HEALTH AND WELFARE	PENSION	VACATION/ HOLIDAY	TRAINING	OTHER PAYMENTS	HOURS	TOTAL HOURLY RATE	DAILY	SATURDAY	SUNDAY AND HOLIDAY

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

LOCALITY: ALAMEDA COUNTY

DETERMINATION: ALA-2013-2

*	EFFECTIVE UNTIL SUPERSEDED BY A NEW DETERMINATION ISSUED BY THE DIRECTOR OF INDUSTRIAL RELATIONS. CONTACT THE OFFICE OF THE DIRECTOR – RESEARCH UNIT AT (415) 703-4774 FOR THE NEW RATES AFTER TEN DAYS AFTER THE EXPIRATION DATE IF NO SUBSEQUENT DETERMINATION IS ISSUED.
**	THE RATE TO BE PAID FOR WORK PERFORMED AFTER THIS DATE HAS BEEN DETERMINED. IF WORK WILL EXTEND PAST THIS DATE, THE NEW RATE MUST BE PAID AND SHOULD BE INCORPORATED IN CONTRACTS ENTERED INTO NOW. CONTACT THE OFFICE OF THE DIRECTOR – RESEARCH UNIT FOR SPECIFIC RATES AT (415) 703-4774.
#	INDICATES AN APPRENTICEABLE CRAFT. THE CURRENT APPRENTICE WAGE RATES ARE AVAILABLE ON THE INTERNET @ HTTP://WWW.DIR.CA.GOV/OPRL/PWAPPWAGE/PWAPPWAGESTART.ASP. TO OBTAIN ANY APPRENTICE WAGE RATES AS OF JULY 1, 2008 AND PRIOR TO SEPTEMBER 27, 2012, PLEASE CONTACT THE DIVISION OF APPRENTICESHIP STANDARDS OR REFER TO THE DIVISION OF APPRENTICESHIP STANDARDS' WEBSITE AT HTTP://WWW.DIR.CA.GOV/DAS/DAS.HTML.
&	THE BASIC HOURLY RATE AND EMPLOYER PAYMENTS ARE NOT TAKEN FROM A COLLECTIVE BARGAINING AGREEMENT FOR THIS CRAFT OR CLASSIFICATION.
A	INCLUDES AMOUNT WITHHELD FOR DUES CHECK OFF.
B	INCLUDED IN STRAIGHT-TIME HOURLY RATE.
C	SATURDAYS IN THE SAME WORK WEEK MAY BE WORKED AT STRAIGHT-TIME IF JOB IS SHUT DOWN DURING THE NORMAL WORKWEEK DUE TO INCLEMENT WEATHER.
D	RATE APPLIES TO THE FIRST 10 HOURS WORKED ON SATURDAY. ALL OTHER HOURS ARE PAID AT THE SUNDAY/HOLIDAY RATE.
E	AMOUNT INCLUDED IN FACTORING OVERTIME RATES.
F	INCLUDES AMOUNT FOR INDUSTRY PROMOTION FUND, INTERNATIONAL MASONRY INSTITUTE (IMI), AND LABOR MANAGEMENT COOPERATION COMMITTEE (LMCC)
G	RATE APPLIES TO THE FIRST 2 DAILY OVERTIME HOURS AND THE FIRST 10 HOURS ON SATURDAY; ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME HOURLY RATE.
H	IN ADDITION, AN AMOUNT EQUAL TO 3% OF THE BASIC HOURLY RATE IS ADDED TO THE TOTAL HOURLY RATE AND OVERTIME HOURLY RATES FOR THE NATIONAL EMPLOYEES BENEFIT BOARD.
I	IN ADDITION, AN AMOUNT EQUAL TO 0.5% OF THE BASIC HOURLY RATE, WHICH IS FACTORED AT THE APPLICABLE OVERTIME MULTIPLIER, IS ADDED TO THE TOTAL HOURLY RATE AND OVERTIME HOURLY RATES.
J	RATE APPLIES TO THE FIRST 4 DAILY OVERTIME HOURS AND THE FIRST 8 HOURS WORKED ON SATURDAY. ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME RATE.
K	DISREGARD THIS RATE. USE THE SUNDAY AND HOLIDAY NON-SHIFT DIFFERENTIAL RATE FOR THIS CLASSIFICATION AS PUBLISHED IN THE DIRECTOR'S GENERAL PREVAILING WAGE DETERMINATIONS.
L	IN ADDITION, AN AMOUNT EQUAL TO 3% OF THE BASIC HOURLY RATE IS ADDED TO THE TOTAL HOURLY RATE AND OVERTIME HOURLY RATES FOR THE NATIONAL EMPLOYEES BENEFIT BOARD. PURSUANT TO LABOR CODE SECTIONS 1773.1 AND 1773.8, THE AMOUNT PAID FOR THIS EMPLOYER PAYMENT MAY VARY RESULTING IN A LOWER TAXABLE BASIC HOURLY WAGE RATE, BUT THE TOTAL HOURLY RATES FOR STRAIGHT TIME AND OVERTIME MAY NOT BE LESS THAN THE GENERAL PREVAILING RATE OF PER DIEM WAGES.
M	INCLUDES AN AMOUNT (1.05% OF THE BASIC HOURLY RATE) FOR THE CONTRACT ADMINISTRATION FUND, WHICH IS FACTORED AT THE APPLICABLE OVERTIME MULTIPLIER.
N	8 HOURS PAY FOR 7.5 HOURS WORKED AT THE STRAIGHT TIME BASIC HOURLY RATE
O	DISREGARD THIS RATE. USE THE SATURDAY NON-SHIFT DIFFERENTIAL RATE FOR THIS CLASSIFICATION AS PUBLISHED IN THE DIRECTOR'S GENERAL PREVAILING WAGE DETERMINATIONS.
P	8 HOURS PAY FOR 7 HOURS WORKED AT THE STRAIGHT TIME BASIC HOURLY RATE.
Q	EMPLOYEES WORKING ON ANY SUSPENDED PLATFORM/SCAFFOLD SHALL BE PAID AN ADDITIONAL $15.00 PER DAY ABOVE THE WAGE RATE.
R	INCLUDES AN AMOUNT FOR DUES CHECK-OFF AND VACATION/HOLIDAY WHICH ARE FACTORED INTO OVERTIME RATES.
S	INCLUDED IN BASIC HOURLY RATE.
T	RATE APPLIES TO FIRST 2 OVERTIME HOURS MONDAY THROUGH FRIDAY; ALL OTHER OVERTIME IS PAID AT THE DOUBLE TIME RATE.
U	INCLUDE AMOUNTS WITHHELD FOR DUES CHECK OFF AND VACATION WHICH IS NOT FACTORED INTO OVERTIME. EMPLOYEES OPERATING AND WORKING BEHIND PLASTER GUNS SHALL RECEIVE AN ADDITIONAL $5.00 PER DAY ABOVE THE WAGE RATE. EMPLOYEES WORKING ON AN EXTERIOR SUSPENDED SCAFFOLD SHALL BE PAID AN ADDITIONAL $10.00 PER DAY ABOVE THE WAGE RATE.
V	8 HOURS PAY FOR 7 HOURS WORKED AT STRAIGHT-TIME BASIC HOURLY RATE. SATURDAYS IN THE SAME WORK WEEK MAY BE WORKED AT STRAIGHT-TIME IF THE JOB IS SHUT DOWN DURING THE NORMAL WORK WEEK DUE TO INCLEMENT WEATHER.
W	RATE APPLIES TO THE FIRST 2 OVERTIME HOURS MONDAY THROUGH FRIDAY AND THE FIRST 7 HOURS ON SATURDAYS AND DESIGNATED DAYS OFF. ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME RATE.
X	INCLUDES AN AMOUNT FOR VACATION/DUES CHECK OFF WHICH IS NOT FACTORED IN THE OVERTIME RATES.
Y	RATE APPLIES TO THE FIRST 2 DAILY OVERTIME HOURS AND THE FIRST 8 HOURS ON SATURDAY ONLY; ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME HOURLY RATE.

z INCLUDES AMOUNT WITHHELD FOR DUES CHECK OFF, WHICH IS FACTORED IN THE OVERTIME RATES. INCLUDES AN AMOUNT OF PREMIUM RATE PER HOUR ABOVE THE REGULAR STRAIGHT-TIME RATE, WHICH IS NOT FACTORED IN THE OVERTIME RATES. ANY EMPLOYEE WORKING UNDERGROUND SHALL RECEIVE $1.00 PER HOUR IN ADDITION TO REGULAR WAGES.

RECOGNIZED HOLIDAYS: HOLIDAYS UPON WHICH THE GENERAL PREVAILING HOURLY WAGE RATE FOR HOLIDAY WORK SHALL BE PAID, SHALL BE ALL HOLIDAYS IN THE COLLECTIVE BARGAINING AGREEMENT, APPLICABLE TO THE PARTICULAR CRAFT, CLASSIFICATION, OR TYPE OF WORKER EMPLOYED ON THE PROJECT, WHICH IS ON FILE WITH THE DIRECTOR OF INDUSTRIAL RELATIONS. IF THE PREVAILING RATE IS NOT BASED ON A COLLECTIVELY BARGAINED RATE, THE HOLIDAYS UPON WHICH THE PREVAILING RATE SHALL BE PAID SHALL BE AS PROVIDED IN SECTION 6700 OF THE GOVERNMENT CODE. YOU MAY OBTAIN THE HOLIDAY PROVISIONS FOR THE CURRENT DETERMINATIONS ON THE INTERNET AT HTTP://WWW.DIR.CA.GOV/OPRL/PWD. HOLIDAY PROVISIONS FOR CURRENT OR SUPERSEDED DETERMINATIONS MAY BE OBTAINED BY CONTACTING THE OFFICE OF THE DIRECTOR - RESEARCH UNIT AT (415) 703-4774.

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GENERAL PREVAILING WAGE DETERMINATION MADE AY THE DIRECTOR OF INDUSTRIAL RELATIONS

PURSUANT TO CALIFORNIA LAAOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

FOR COMMERCIAL AUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

LOCALITY: ALAMEDA COUNTY

DETERMINATION: ALA-2013-2

CRAFT (JOURNEY LEVEL)	ISSUE DATE	EXPIRATION DATE	INCREASE 1		INCREASE 2		INCREASE 3		INCREASE 4		INCREASE 5		INCREASE 6		INCREASE 7	
			DATE OF NEXT CHANGE	AMOUNT OF INCREASE	DATE OF NEXT CHANGE	AMOUNT OF INCREASE	DATE OF NEXT CHANGE	AMOUNT OF INCREASE	DATE OF NEXT CHANGE	AMOUNT OF INCREASE	DATE OF NEXT CHANGE	AMOUNT OF INCREASE	DATE OF NEXT CHANGE	AMOUNT OF INCREASE	DATE OF NEXT CHANGE	AMOUNT INCREAS
BRICKLAYER, BLOCKLAYER,																
POINTER, CLEANER, CAULKER, WATERPROOFER (2ND SHIFT)	8/22/2013	06/30/2014**	7/1/2014	$2.25 A												
POINTER, CLEANNER, CAULKER, WATERPROOFER (3RD SHIFT)	8/22/2013	06/30/2014**	7/1/2014	$2.25 A												
ELECTRICIAN																
COMM & SYSTEM INSTALLER, SECOND SHIFT	2/22/2013	11/30/2013**	12/1/2013	$1.55 A												
COMM & SYSTEM INSTALLER, THIRD SHIFT	2/22/2013	11/30/2013**	12/1/2013	$1.55 A												
COMM & SYSTEM TECH., SECOND SHIFT	2/22/2013	11/30/2013**	12/1/2013	$1.55 A												
COMM & SYSTEM TECH., THIRD SHIFT	2/22/2013	11/30/2013**	12/1/2013	$1.55 A												
INSIDE WIREMAN, 2ND SHIFT	8/22/2013	05/31/2014**	6/1/2014	$3.00 A	6/1/2015	$3.25 A										
INSIDE WIREMAN, 3RD SHIFT	8/22/2013	05/31/2014**	6/1/2014	$3.00 A	6/1/2015	$3.25 A										
CABLE SPLICER-WELDER, 2ND SHIFT	8/22/2013	05/31/2014**	6/1/2014	$3.00 A	6/1/2015	$3.25 A										
CABLE SPLICER-WELDER, 3RD SHIFT	8/22/2013	05/31/2014**	6/1/2014	$3.00 A	6/1/2015	$3.25 A										
PLASTERER																
PLASTERER: 2ND SHIFT	8/22/2013	06/30/2014**	7/1/2014	$1.60 A	7/1/2015	$1.70 A	7/1/2016	$1.70 A								
PLASTERER: 3RD SHIFT	8/22/2013	06/30/2014**	7/1/2014	$1.60 A	7/1/2015	$1.70 A	7/1/2016	$1.70 A								
TILE FINISHER																
TILE FINISHER, 2ND SHIFT	8/22/2013	03/31/2014**	4/1/2014	$0.98 A	4/1/2015	$1.14 A										
TILE FINISHER - RED CIRCLED FINISHER, 2ND SHIFT	8/22/2013	03/31/2014**	4/1/2014	$0.98 A	4/1/2015	$1.14 A										
TILE SETTER																
TILE SETTER, 2ND SHIFT	8/22/2013	03/31/2014**	4/1/2014	$1.50 A	4/1/2015	$1.75 A										

FOOTNOTES

OF
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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

LOCALITY: ALAMEDA COUNTY

DETERMINATION: ALA-2013-2

A THE PREDETERMINED INCREASE SHOWN IS TO BE ALLOCATED TO WAGES AND/OR EMPLOYER PAYMENTS. PLEASE CONTACT THE OFFICE OF THE DIRECTOR - RESEARCH UNIT AT (415) 703-4774 WHEN THE PREDETERMINED INCREASE BECOMES DUE TO CONFIRM THE DISTRIBUTION. PLEASE ALSO EXAMINE THE IMPORTANT NOTICES TO SEE IF ANY MODIFICATIONS HAVE BEEN ISSUED, AS THERE MAY BE REDUCTIONS TO PREDETERMINED INCREASES.

ALA-2013-2-INC

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

LOCALITY: SANTA CLARA COUNTY
DETERMINATION: STC-2013-2

				EMPLOYER PAYMENTS						STRAIGHT-TIME		OVERTIME HOURLY RATE		
	CRAFT (JOURNEY LEVEL)	ISSUE DATE	EXPIRATION DATE	BASIC HOURLY RATE	HEALTH AND WELFARE	PENSION	VACATION/ HOLIDAY	TRAINING	OTHER PAYMENTS	HOURS	TOTAL HOURLY RATE	DAILY	SATURDAY	SUNDAY AND HOLIDAY
#	**BRICKLAYER, BLOCKLAYER:**													
	BRICKLAYER, BLOCKLAYER, STONEMASON	8/22/2013	04/30/2014*	A 37.980	9.690	10.000	B 3.000	0.800	C 1.230	D 8.0	62.700	E 83.190	E 83.190	103.680
	POINTER, CLEANER, CAULKER, WATERPROOFER	8/22/2013	06/30/2014**	A 40.870	9.690	9.500	F -	1.420	0.400	D 8.0	61.880	82.320	G 82.320	102.750
#	**BRICK TENDER**	8/22/2013	04/30/2014*	H 31.000	9.280	7.990	F -	0.340	-	I 8.0	48.610	J 64.110	J 64.110	79.610
#	**CARPET, LINOLEUM,**													
	SOFT FLOOR LAYER	2/22/2013	12/31/2013**	A 44.820	9.700	7.800	K -	0.530	0.340	8.0	63.190	L 85.600	L 85.600	108.010
	FLOOR COVERING HANDLER AFTER 3 YEARS	2/22/2013	12/31/2013**	A 22.390	9.700	3.910	K -	0.050	0.340	8.0	36.390	L 47.580	L 47.580	58.780
	FLOOR COVERING HANDLER LESS THAN 3 YEARS	2/22/2013	12/31/2013**	A 17.900	9.700	3.120	K -	0.050	0.340	8.0	31.110	L 40.060	L 40.060	49.010
	FLOOR COVERING HANDLER TRAINEE, FIRST 3 MONTHS	2/22/2013	12/31/2013**	A 14.310	9.700	2.500	K -	0.050	0.340	8.0	26.900	L 34.060	L 34.060	41.210
	FLOOR COVERING HANDLER TRAINEE, SECOND 3 MONTHS	2/22/2013	12/31/2013**	A 16.110	9.700	2.810	K -	0.050	0.340	8.0	29.010	L 37.070	L 37.070	45.120
#	**ELECTRICIAN:**													
	COMM & SYSTEM INSTALLER	2/22/2013	11/30/2013**	30.620	8.850	M 4.500	-	1.100	N 0.210	8.0	46.350	O 62.190	O 62.190	78.040
	COMM & SYSTEM TECH.	2/22/2013	11/30/2013**	34.860	8.850	M 4.500	-	1.100	N 0.210	8.0	50.740	O 68.770	O 68.770	86.810
	INSIDE WIREMAN, TECHNICIAN	8/22/2013	11/30/2013**	P 52.570	12.980	Q 13.700	-	0.850	R 0.400	8.0	82.080	S 109.150	S 109.150	136.220
	CABLE SPLICER	8/22/2013	11/30/2013**	P 60.460	12.980	Q 13.700	-	0.850	R 0.440	8.0	90.240	S 121.380	S 121.380	152.520
T	MATERIAL HANDLER	8/22/2010	07/31/2011*	21.720	7.350	M 2.200	-	-	0.220	8.0	32.140	43.330	43.330	54.510
T	MATERIAL HANDLER - FOURTH SIX MONTHS	8/22/2010	07/31/2011*	18.460	7.350	M 2.200	-	-	0.220	8.0	28.780	38.290	38.290	47.800
T	MATERIAL HANDLER - THIRD SIX MONTHS	8/22/2010	07/31/2011*	16.290	7.350	M 2.200	-	-	0.190	8.0	26.520	34.910	34.910	43.300
T	MATERIAL HANDLER - SECOND SIX MONTHS	8/22/2010	07/31/2011*	14.120	7.350	M 2.200	-	-	0.180	8.0	24.270	31.550	31.550	38.820
T	MATERIAL HANDLER - FIRST SIX MONTHS	8/22/2010	07/31/2011*	13.030	-	M -	-	-	0.180	8.0	13.600	20.310	20.310	27.020
#	**FIELD SURVEYOR:**													
U	CHIEF OF PARTY	2/22/2013	02/28/2014**	37.090	12.130	V 9.360	W 3.170	0.720	0.160	8.0	62.630	X 81.180	Y 81.180	99.720
U	INSTRUMENTMAN	2/22/2013	02/28/2014**	34.000	12.130	V 9.360	W 3.170	0.720	0.160	8.0	59.540	X 76.540	Y 76.540	93.540
U	CHAINMAN/RODMAN	2/22/2013	02/28/2014**	31.120	12.130	V 9.360	W 3.170	0.720	0.160	8.0	56.660	X 72.220	Y 72.220	87.780
#	**GLAZIER**	2/22/2013	12/31/2013**	A 41.830	9.700	Z 11.390	-	0.500	AA 0.380	8.0	63.800	AB 84.720	105.630	105.630
# AC	**MARBLE FINISHER**	8/22/2013	07/31/2014*	AD 28.050	9.690	3.870	K -	0.450	0.530	8.0	42.590	AE 56.610	70.640	70.640
# AC	**MARBLE MASON**	8/22/2013	07/31/2014*	AD 39.300	9.690	11.990	K -	0.800	0.730	8.0	62.510	AE 82.160	101.810	101.810
#	**PAINTER:**													
	BRUSH AND SPRAY	2/22/2013	12/31/2013**	H 33.810	9.700	V 10.200	K -	0.410	0.380	D 8.0	54.500	71.400	AF 71.400	88.310
	INDUSTRIAL PAINTER	2/22/2013	12/31/2013**	H 34.060	9.700	V 10.200	K -	0.410	0.380	D 8.0	54.750	71.780	AF 71.780	88.810
	SANDBLASTER, STEAM CLEANER, WATERBLASTER	2/22/2013	12/31/2013**	H 34.310	9.700	V 10.200	K -	0.410	0.380	D 8.0	55.000	72.150	AF 72.150	89.310
	EXOTIC MATERIALS	2/22/2013	12/31/2013**	H 34.560	9.700	V 10.200	K -	0.410	0.380	D 8.0	55.250	72.530	AF 72.530	89.810
	PAPERHANGER/WALLCOVERING	2/22/2013	12/31/2013**	H 34.810	9.700	V 10.200	K -	0.410	0.380	D 8.0	55.500	72.900	AF 72.900	90.310
	TAPER	2/22/2013	12/31/2013**	AG 40.320	9.700	10.060	AH -	0.360	0.290	8.0	60.730	77.430	D 77.430	AF 94.140
AI	TAPER CLEAN-UP	2/22/2012	12/31/2012*	AJ 16.100	9.700	-	-	-	-	8.0	25.800	33.360	D 33.360	AF 40.920

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				EMPLOYER PAYMENTS						STRAIGHT-TIME		OVERTIME HOURLY RATE		
	CRAFT (JOURNEY LEVEL)	ISSUE DATE	EXPIRATION DATE	BASIC HOURLY RATE	HEALTH AND WELFARE	PENSION	VACATION/ HOLIDAY	TRAINING	OTHER PAYMENTS	HOURS	TOTAL HOURLY RATE	DAILY	SATURDAY	SUNDAY AND HOLIDAY
#	**PLASTERER**	8/22/2013	06/30/2014**	AK 29.420	12.030	8.430	3.000	0.950	0.900	8.0	54.730	68.630	AL 68.630	82.520
# AM	**PLASTER TENDER**	8/22/2013	06/30/2014**	AN 32.600	8.750	9.320	K -	0.250	AO 0.250	8.0	51.170	AP 65.620	AP 65.620	80.070
#	**PLUMBER:**													
	UNDERGROUND UTILITY PIPEFITTER	8/22/2013	06/30/2014*	26.550	4.900	AQ 2.950	2.000	0.450	0.600	D 8.0	37.450	50.720	50.720	64.000
	LANDSCAPE PIPEFITTER	8/22/2013	06/30/2014*	26.550	4.900	AQ 2.950	2.000	0.450	0.550	D 8.0	37.400	50.670	50.670	63.950
AR	UNDERGROUND UTILITY ASSISTANT JOURNEYMAN	8/22/2013	06/30/2014*	15.550	4.900	AQ 2.950	2.000	0.450	0.600	D 8.0	26.450	34.220	34.220	42.000
AR	LANDSCAPE ASSISTANT JOURNEYMAN	8/22/2013	06/30/2014*	15.550	4.900	AQ 2.950	2.000	0.450	0.550	D 8.0	26.400	34.180	34.180	41.950
AS	UNDERGROUND UTILITY TRADESMAN	8/22/2013	06/30/2014*	10.850	4.900	AQ 2.950	2.000	0.450	0.600	D 8.0	21.750	27.180	27.180	32.600
AT	LANDSCAPE TRADESMAN I	8/22/2013	06/30/2014*	10.500	4.900	AQ -	2.000	0.450	0.550	D 8.0	18.400	23.650	23.650	28.900
AT	LANDSCAPE TRADESMAN II	8/22/2013	06/30/2014*	10.850	4.900	AQ 2.950	2.000	0.450	0.550	D 8.0	21.700	27.130	27.130	32.550
	PLUMBER, STEAMFITTER, REFRIGERATION FITTER (HVAC)	8/22/2013	06/30/2014**	A 57.410	AU 14.310	AV 13.820	F -	1.450	AW 0.850	8.0	87.840	E 117.800	E 117.800	AX 147.750
	CONSTRUCTION TRADESMAN (YEAR 2)	2/22/2013	06/30/2013*	A 18.230	AQ 9.700	AQ 0.500	F -	-	AY 0.250	8.0	28.680	E 37.800	E 37.800	46.910
	CONSTRUCTION TRADESMAN (YEAR 3)	2/22/2013	06/30/2013*	A 23.830	AQ 9.700	AQ 0.500	F -	-	AY 0.250	8.0	34.280	E 46.200	E 46.200	58.110
	CONSTRUCTION TRADESMAN (YEAR 4)	2/22/2013	06/30/2013*	A 25.210	AQ 9.700	AQ 0.500	F -	-	AY 0.250	8.0	35.660	E 48.270	E 48.270	60.870
	CONSTRUCTION TRADESMAN (YEAR 5)	2/22/2013	06/30/2013*	A 28.200	AQ 9.700	AQ 2.250	F -	-	AY 0.250	8.0	40.400	E 54.500	E 54.500	68.600
	SERVICE AND REPAIR	8/22/2013	06/30/2014**	A 57.410	AU 14.310	AV 13.820	F -	1.450	AW 0.850	8.0	87.840	117.800	AZ 117.800	117.800
	SPRINKLER FITTER (FIRE PROTECTION AND FIRE CONTROL SYSTEMS)	8/22/2013	07/30/2014*	A 52.420	8.770	15.500	F -	1.100	0.400	8.0	78.190	104.400	104.400	130.610
#	**ROOFER**													
	ROOFER, KETTLEMAN	8/22/2013	07/31/2014*	AJ 33.470	8.660	4.700	2.400	0.550	0.740	8.0	50.520	BA 66.700	BB 66.700	82.880
	HELPER	8/22/2013	07/31/2014*	AJ 30.230	8.660	4.700	2.400	0.550	0.740	8.0	47.280	BA 61.840	BB 61.840	76.400
	KETTLEMAN (2 KETTLES)	8/22/2013	07/31/2014*	AJ 35.470	8.660	4.700	2.400	0.550	0.740	8.0	52.520	BA 69.700	BB 69.700	86.880
	BITUMASTIC, ENAMELER, COAL TAR, PITCH AND MASTIC WORKER	8/22/2013	07/31/2014*	AJ 35.470	8.660	4.700	2.400	0.550	0.740	8.0	52.520	BA 69.700	BB 69.700	86.880
#	**SHEET METAL WORKER**	8/22/2013	06/30/2014**	H 52.800	BC 12.860	AQ 20.120	F -	1.210	1.150	8.0	88.140	J 114.540	J 114.540	140.940
	TOTAL SHEET METAL CONTRACT OF $200,000 OR LESS	8/22/2013	06/30/2014**	H 46.730	BC 12.860	AQ 19.510	F -	1.210	1.150	8.0	81.460	J 104.820	J 104.820	128.190
	SERVICE MECHANIC (TOTAL SHEET METAL CONTRACT OF $200,000 OR LESS)	8/22/2013	06/30/2014**	H 34.010	BD 12.490	AQ 12.440	F -	1.210	1.150	8.0	61.300	BE 78.300	BE 78.300	95.310
	SERVICE TECHNICIAN (TOTAL SHEET METAL CONTRACT OF $200,000 OR LESS)	8/22/2013	06/30/2014**	H 29.830	BD 12.490	AQ 8.550	F -	1.210	1.150	8.0	53.230	BE 68.140	BE 68.140	83.060
	AIR CONDITIONING SPECIALIST (TOTAL SHEET METAL CONTRACT OF $200,000 OR LESS)	8/22/2013	06/30/2014**	H 26.680	BD 12.490	AQ 3.610	F -	1.190	1.150	8.0	45.120	J 58.460	J 58.460	71.800
	AIR CONDITIONING JOURNEYMAN (TOTAL SHEET METAL CONTRACT OF	8/22/2013	06/30/2014**	H 31.400	BC 12.510	AQ 8.350	F -	1.190	1.150	8.0	54.600	J 70.300	J 70.300	86.000
	METAL DECK & SIDING	8/22/2013	09/30/2013*	H 33.110	13.280	16.400	F -	BF 0.300	-	8.0	63.090	J 79.650	J 79.650	96.200
#	**TERRAZZO FINISHER**	8/22/2013	06/30/2014*	AG 33.150	8.530	4.600	F -	0.800	0.790	8.0	47.870	J 62.370	J 62.370	76.860
#	**TERRAZZO WORKER**	8/22/2013	06/30/2014*	AG 39.950	9.690	13.900	F -	0.800	0.960	8.0	65.300	J 82.630	J 82.630	99.960
#	**TILE FINISHER**	8/22/2013	03/31/2014**	BG 21.310	8.530	3.420	0.700	0.400	0.880	8.0	35.240	45.900	D 45.900	56.550
	RED CIRCLED FINISHER	8/22/2013	03/31/2014**	BG 27.000	8.530	3.650	1.300	0.300	0.890	8.0	41.670	55.170	D 55.170	68.670

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				EMPLOYER PAYMENTS						STRAIGHT-TIME		OVERTIME HOURLY RATE		
	CRAFT (JOURNEY LEVEL)	ISSUE DATE	EXPIRATION DATE	BASIC HOURLY RATE	HEALTH AND WELFARE	PENSION	VACATION/ HOLIDAY	TRAINING	OTHER PAYMENTS	HOURS	TOTAL HOURLY RATE	DAILY	SATURDAY	SUNDAY AND HOLIDAY
#	**TILE SETTER**	8/22/2013	03/31/2014**	BG 37.070	8.530	4.650	2.350	0.590	1.370	8.0	54.560	73.100	D 73.100	91.630
	WATER WELL DRILLER	8/22/1998	12/31/1998*	12.700	3.200	0.780	BH 0.630	-	-	8.0	17.310	BI 23.660	BI 23.660	BI 23.660
	PUMP INSTALLER	8/22/1998	12/31/1998*	12.700	3.200	0.780	BH 0.630	-	-	8.0	17.310	BI 23.660	BI 23.660	BI 23.660
	HELPER	8/22/1998	12/31/1998*	10.380	3.200	0.780	BJ 0.520	-	-	8.0	14.880	BI 20.070	BI 20.070	BI 20.070

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*	EFFECTIVE UNTIL SUPERSEDED BY A NEW DETERMINATION ISSUED BY THE DIRECTOR OF INDUSTRIAL RELATIONS. CONTACT THE OFFICE OF THE DIRECTOR – RESEARCH UNIT AT (415) 703-4774 FOR THE NEW RATES AFTER TEN DAYS AFTER THE EXPIRATION DATE IF NO SUBSEQUENT DETERMINATION IS ISSUED.
**	THE RATE TO BE PAID FOR WORK PERFORMED AFTER THIS DATE HAS BEEN DETERMINED. IF WORK WILL EXTEND PAST THIS DATE, THE NEW RATE MUST BE PAID AND SHOULD BE INCORPORATED IN CONTRACTS ENTERED INTO NOW. CONTACT THE OFFICE OF THE DIRECTOR – RESEARCH UNIT FOR SPECIFIC RATES AT (415) 703-4774.
#	INDICATES AN APPRENTICEABLE CRAFT. THE CURRENT APPRENTICE WAGE RATES ARE AVAILABLE ON THE INTERNET @ HTTP://WWW.DIR.CA.GOV/OPRL/PWAPPWAGE/PWAPPWAGESTART.ASP. TO OBTAIN ANY APPRENTICE WAGE RATES AS OF JULY 1, 2008 AND PRIOR TO SEPTEMBER 27, 2012, PLEASE CONTACT THE DIVISION OF APPRENTICESHIP STANDARDS OR REFER TO THE DIVISION OF APPRENTICESHIP STANDARDS' WEBSITE AT HTTP://WWW.DIR.CA.GOV/DAS/DAS.HTML.
&	THE BASIC HOURLY RATE AND EMPLOYER PAYMENTS ARE NOT TAKEN FROM A COLLECTIVE BARGAINING AGREEMENT FOR THIS CRAFT OR CLASSIFICATION.
A	INCLUDES AMOUNT WITHHELD FOR DUES CHECK OFF.
B	AMOUNT INCLUDED IN FACTORING OVERTIME RATES.
C	INCLUDES AMOUNT FOR INDUSTRY PROMOTION FUND, INTERNATIONAL MASONRY INSTITUTE (IMI), AND LABOR MANAGEMENT COOPERATION COMMITTEE (LMCC)
D	SATURDAYS IN THE SAME WORK WEEK MAY BE WORKED AT STRAIGHT-TIME IF JOB IS SHUT DOWN DURING THE NORMAL WORKWEEK DUE TO INCLEMENT WEATHER.
E	RATE APPLIES TO THE FIRST 2 DAILY OVERTIME HOURS AND THE FIRST 10 HOURS ON SATURDAY; ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME HOURLY RATE.
F	INCLUDED IN STRAIGHT-TIME HOURLY RATE.
G	RATE APPLIES TO THE FIRST 10 HOURS WORKED ON SATURDAY. ALL OTHER HOURS ARE PAID AT THE SUNDAY/HOLIDAY RATE.
H	INCLUDES AMOUNT FOR VAC/HOL AND DUES CHECK OFF.
I	IN THE EVENT A CREW ON A PROJECT IS PREVENTED FROM WORKING ON A REGULAR WEEK DAY DUE TO INCLEMENT WEATHER OR ACT OF GOD, THAT CREW WILL BE PERMITTED TO WORK ON THE FOLLOWING SATURDAY AT STRAIGHT TIME ON A VOLUNTARY BASIS.
J	RATE APPLIES TO THE FIRST 2 DAILY OVERTIME HOURS AND THE FIRST 8 HOURS ON SATURDAY ONLY; ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME HOURLY RATE.
K	INCLUDED IN BASIC HOURLY RATE.
L	RATE APPLIES TO THE FIRST 4 DAILY OVERTIME HOURS AND THE FIRST 12 HOURS WORKED ON SATURDAY; ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME HOURLY RATE.
M	IN ADDITION, AN AMOUNT EQUAL TO 3% OF THE BASIC HOURLY RATE IS ADDED TO THE TOTAL HOURLY RATE AND OVERTIME HOURLY RATES FOR THE NATIONAL EMPLOYEES BENEFIT BOARD.
N	IN ADDITION, AN AMOUNT EQUAL TO 0.5% OF THE BASIC HOURLY RATE, WHICH IS FACTORED AT THE APPLICABLE OVERTIME MULTIPLIER, IS ADDED TO THE TOTAL HOURLY RATE AND OVERTIME HOURLY RATES.
O	RATE APPLIES TO THE FIRST 4 DAILY OVERTIME HOURS AND THE FIRST 8 HOURS WORKED ON SATURDAY. ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME RATE.
P	INCLUDES AMOUNT WITHHELD FOR WORKING DUES.
Q	IN ADDITION, AN AMOUNT EQUAL TO 3% OF THE BASIC HOURLY RATE IS ADDED TO THE TOTAL HOURLY RATE AND OVERTIME HOURLY RATES FOR THE NATIONAL EMPLOYEES BENEFIT BOARD. PURSUANT TO LABOR CODE SECTIONS 1773.1 AND 1773.8, THE AMOUNT PAID FOR THIS EMPLOYER PAYMENT MAY VARY RESULTING IN A LOWER TAXABLE BASIC HOURLY WAGE RATE, BUT THE TOTAL HOURLY RATES FOR STRAIGHT TIME AND OVERTIME MAY NOT BE LESS THAN THE GENERAL PREVAILING RATE OF PER DIEM WAGES.
R	INCLUDES AMOUNT EQUAL TO 0.5% OF THE HOURLY RATE FOR THE ADMINISTRATIVE MAINTENANCE FUND AND THE REMAINING AMOUNT IS FOR THE JOINT ELECTRICAL INDUSTRY FUND.
S	RATE APPLIES TO THE FIRST 2 DAILY OVERTIME HOURS UP TO A MAXIMUM OF 10 HOURS IN ANY ONE WEEK OR THE FIRST 8 HOURS WORKED ON SATURDAY IF NO OVERTIME HAS BEEN WORKED DURING THE WEEK. IF OVERTIME IS WORKED MONDAY THROUGH FRIDAY, SUBTRACT THAT AMOUNT OF TIME FROM THE TIME ALLOWED AT TIME AND ONE HALF (1 1/2) ON SATURDAY. ALL OTHER TIME IS PAID AT THE SUNDAY/HOLIDAY RATE.
T	THE MATERIAL HANDLER MAY BE UTILIZED IN CONJUNCTION WITH BOTH INSIDE AND LINE PROJECTS. THE RATIO OF MATERIAL HANDLER TO JOURNEYMEN SHALL BE ONE (1) MATERIAL HANDLER TO THREE (3) JOURNEYMEN.
U	ALL CREWS, WITHOUT CONSIDERATION TO THE NUMBER OF INDIVIDUALS IN THE CREW, SHALL INCLUDE A CHIEF OF PARTY. A CREW CONSISTS OF ONE (1) OR MORE EMPLOYEES PERFORMING FIELD AND CONSTRUCTION SURVEY WORK.
V	INCLUDES AN AMOUNT PER HOUR WORKED FOR ANNUITY TRUST FUND.
W	INCLUDES AN AMOUNT PER HOUR WORKED FOR SUPPLEMENTAL DUES.
X	RATE APPLIES TO THE FIRST 4 DAILY OVERTIME HOURS, MONDAY THROUGH FRIDAY. ALL OTHER OVERTIME IS PAID AT THE SUNDAY/HOLIDAY RATE.
Y	RATE APPLIES TO THE FIRST 12 OVERTIME HOURS WORKED. ALL OTHER OVERTIME IS PAID AT THE SUNDAY/HOLIDAY RATE. IN THE EVENT IT IS NOT REASONABLY POSSIBLE TO COMPLETE 40 HOURS OF WORK ON AN 8 HOUR DAY, MONDAY THROUGH FRIDAY, THEN THE BALANCE OF THE 40 HOURS, UP TO 8 HOURS, MAY BE WORKED ON SATURDAY AT THE STRAIGHT-TIME RATE.

Z INCLUDES AN AMOUNT PER HOUR WORKED FOR IUPAT, IARP, AND RETIREE PENSION.

AA INCLUDES AMOUNTS FOR INDUSTRY FUND, WORK PRESERVATION FUND, AND LABOR MANAGEMENT COOPERATION INITIATIVE

AB RATE APPLIES TO THE FIRST 2 DAILY OVERTIME HOURS AND FIRST 8 HOURS WORKED ON DESIGNATED DAYS OFF; ALL OTHER TIME IS PAID AT THE SATURDAY, SUNDAY AND HOLIDAY OVERTIME RATE.

AC EMPLOYEES WORKING ON ANY SUSPENDED PLATFORM/SCAFFOLD SHALL BE PAID AN ADDITIONAL $15.00 PER DAY ABOVE THE WAGE RATE.

AD INCLUDES AN AMOUNT FOR DUES CHECK-OFF AND VACATION/HOLIDAY WHICH ARE FACTORED INTO OVERTIME RATES.

AE RATE APPLIES TO FIRST 2 OVERTIME HOURS MONDAY THROUGH FRIDAY; ALL OTHER OVERTIME IS PAID AT THE DOUBLE TIME RATE.

AF DESIGNATED DAYS OFF SHALL BE PAID AT THE SATURDAY OVERTIME RATE; PLEASE REFER TO THE HOLIDAY PROVISIONS FOR A LIST OF DESIGNATED DAYS OFF.

AG INCLUDES AN AMOUNT FOR VACATION/DUES CHECK OFF WHICH IS NOT FACTORED IN THE OVERTIME RATES.

AH INCLUDED IN STRAIGHT-TIME HOURLY RATE WHICH IS NOT FACTORED IN THE OVERTIME RATES.

AI PLEASE NOTE THAT THE TAPER CLEAN-UP APPLIES ONLY TO THE TAPER CLASSIFICATION.

AJ INCLUDES AN AMOUNT WITHHELD FOR DUES CHECK OFF WHICH IS NOT FACTORED IN OVERTIME AND HOLIDAY WAGE RATES.

AK INCLUDES AN AMOUNT WITHHELD FOR DUES CHECKOFF WHICH IS NOT FACTORED IN OVERTIME AND HOLIDAY WAGE RATES. EMPLOYEES WORKING ON AND BEHIND PLASTER GUNS SHALL RECEIVE AN ADDITIONAL $5.00 PER DAY ABOVE THE WAGE RATE.

AL RATE APPLIES TO THE FIRST 8 HOURS WORKED; ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME HOURLY RATE.

AM ALL HOD CARRIERS WORKING ON THE HOSE SHALL RECEIVE $5.00 PER DAY OVER SCALE.

AN INCLUDES AN AMOUNT FOR VACATION, DUES CHECK-OFF AND ORGANIZING DUES WHICH ARE NOT FACTORED INTO OVERTIME.

AO AMOUNT IS FOR INDUSTRY PROMOTION FUND.

AP RATE APPLIES TO THE FIRST 4 OVERTIME HOURS MONDAY THROUGH FRIDAY AND THE FIRST 8 HOURS WORKED ON SATURDAY. ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME RATE.

AQ PURSUANT TO LABOR CODE SECTIONS 1773.1 AND 1773.8, THE AMOUNT PAID FOR THIS EMPLOYER PAYMENT MAY VARY RESULTING IN A LOWER TAXABLE BASIC HOURLY WAGE RATE, BUT THE TOTAL HOURLY RATES FOR STRAIGHT TIME AND OVERTIME MAY NOT BE LESS THAN THE GENERAL PREVAILING RATE OF PER DIEM WAGES.

AR THERE MUST BE AT LEAST ONE JOURNEYMAN PIPEFITTER PER CONTRACTOR ON EACH JOBSITE.

AS THERE SHALL BE NO MORE THAN THREE TRADESMEN TO EVERY TWO JOURNEYMAN PIPEFITTER/ASSISTANT JOURNEYMAN PIPEFITTER COMBINATION EMPLOYED PER CONTRACTOR ON EACH JOBSITE.

AT THERE SHALL BE NO MORE THAN FOUR TRADESMEN TO EVERY TWO JOURNEYMAN PIPEFITTER/ASSISTANT JOURNEYMAN PIPEFITTER COMBINATION EMPLOYED PER CONTRACTOR ON EACH JOBSITE. MAINTENANCE WORK, BOTH DURING AND AFTER THE PLANT ESTABLISHMENT PERIOD, MAY BE PERFORMED BY LANDSCAPE TRADESMEN WITHOUT THE SUPERVISION OF A JOURNEYMAN PIPEFITTER.

AU INCLUDES AN AMOUNT FOR HEALTH AND WELFARE EXTENDED RESERVE WHICH IS FACTORED AT THE APPLICABLE OVERTIME MULTIPLIER. PURSUANT TO LABOR CODE SECTIONS 1773.1 AND 1773.8, THE AMOUNT PAID FOR THIS EMPLOYER PAYMENT MAY VARY RESULTING IN A LOWER TAXABLE BASIC HOURLY WAGE RATE, BUT THE TOTAL HOURLY RATES FOR STRAIGHT TIME AND OVERTIME MAY NOT BE LESS THAN THE GENERAL PREVAILING RATE OF PER DIEM WAGES.

AV INCLUDES AN AMOUNT FOR 401A-PART B PENSION WHICH IS FACTORED AT THE APPLICABLE OVERTIME MULTIPLIER. PURSUANT TO LABOR CODE SECTIONS 1773.1 AND 1773.8, THE AMOUNT PAID FOR THIS EMPLOYER PAYMENT MAY VARY RESULTING IN A LOWER TAXABLE BASIC HOURLY WAGE RATE, BUT THE TOTAL HOURLY RATES FOR STRAIGHT TIME AND OVERTIME MAY NOT BE LESS THAN THE GENERAL PREVAILING RATE OF PER DIEM WAGES.

AW $0.50 TO SUPPLEMENTAL UNEMPLOYMENT.

AX APPLIES TO THE FOLLOWING HOLIDAYS: NEW YEARS DAY, LABOR DAY, THANKSGIVING DAY, AND CHRISTMAS DAY. ALL OTHER HOLIDAYS USE THE SATURDAY OVERTIME RATE.

AY AMOUNT IS FOR CONTRACT ADMINISTRATION

AZ SATURDAY MAY BE PAID AT STRAIGHT TIME IF THE WORK WEEK IS TUESDAY THROUGH SATURDAY.

BA RATE APPLIES TO THE FIRST 2 OVERTIME HOURS ONLY; ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME HOURLY RATE.

BB IN THE EVENT THAT CONDITIONS ON ONE OR MORE DAYS DURING THE REGULAR WORK WEEK PREVENT EMPLOYEES FROM WORKING ON SCHEDULED WORK DURING SUCH WEEK, WORK MAY BE PERFORMED ON SATURDAY AT STRAIGHT TIME RATES OF PAY.

BC INCLUDES SMOHIT AND SHC. EFFECTIVE 1/1/2013, PURSUANT TO LABOR CODE SECTIONS 1773.1 AND 1773.8, THE AMOUNT PAID FOR THIS EMPLOYER PAYMENT MAY VARY RESULTING IN A LOWER TAXABLE BASIC HOURLY WAGE RATE, BUT THE TOTAL HOURLY RATES FOR STRAIGHT TIME AND OVERTIME MAY NOT BE LESS THAN THE GENERAL PREVAILING RATE OF PER DIEM WAGES.

BD INCLUDES SHC. EFFECTIVE 1/1/2013, PURSUANT TO LABOR CODE SECTIONS 1773.1 AND 1773.8, THE AMOUNT PAID FOR THIS EMPLOYER PAYMENT MAY VARY RESULTING IN A LOWER TAXABLE BASIC HOURLY WAGE RATE, BUT THE TOTAL HOURLY RATES FOR STRAIGHT TIME AND OVERTIME MAY NOT BE LESS THAN THE GENERAL PREVAILING RATE OF PER DIEM WAGES.

BE RATE APPLIES TO FIRST 4 DAILY OVERTIME HOURS AND THE FIRST 8 HOURS WORKED ON SATURDAY DURING THE EMPLOYEES NORMAL WORKING HOURS. ALL OTHER OVERTIME HOURS SHALL BE PAID AT THE SUNDAY AND HOLIDAY DOUBLE TIME RATE.

BF INCLUDES $0.03 FOR SCHOLAR FUND.

BG INCLUDES AMOUNT WITHHELD FOR DUES CHECK OFF, WHICH IS FACTORED IN THE OVERTIME RATES. ANY EMPLOYEE WORKING UNDERGROUND SHALL RECEIVE $1.00 PER HOUR IN ADDITION TO REGULAR WAGES.

BH RATE APPLIES TO FIRST YEAR OF EMPLOYMENT ONLY; $0.88 AFTER 2 YEARS OF EMPLOYMENT.

BI RATE APPLIES TO ALL TIME WORKED IN EXCESS OF 8 HOURS PER DAY OR 40 HOURS PER WEEK AND FOR ALL HOURS ON SUNDAYS AND HOLIDAYS. RATE DOES NOT INCLUDE ANY ADDITIONAL AMOUNT THAT MAY BE REQUIRED FOR VACATION/HOLIDAY PAYMENT.

BJ RATE APPLIES TO FIRST YEAR OF EMPLOYMENT ONLY; $0.72 AFTER 2 YEARS OF EMPLOYMENT.

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS

PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

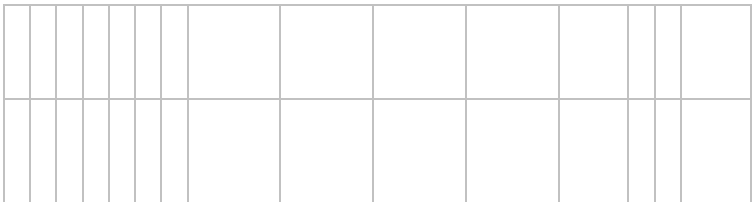
LOCALITY: SANTA CLARA COUNTY

DETERMINATION: STC-2013-2

				INCREASE 1		INCREASE 2		INCREASE 3		INCREASE 4		INCREASE 5		INCREASE 6	
	CRAFT (JOURNEY LEVEL)	ISSUE DATE	EXPIRATION DATE	DATE OF NEXT CHANGE	AMOUNT OF INCREASE	DATE OF NEXT CHANGE	AMOUNT OF INCREASE	DATE OF NEXT CHANGE	AMOUNT OF INCREASE	DATE OF NEXT CHANGE	AMOUNT OF INCREASE	DATE OF NEXT CHANGE	AMOUNT OF INCREASE	DATE OF NEXT CHANGE	AMOUNT OF INCREASE
	BRICKLAYER, BLOCKLAYER:														
	POINTER, CLEANER, CAULKER, WATERPROOFER	8/22/2013	06/30/2014**	7/1/2014	$2.25 A										
	CARPET, LINOLEUM,														
	SOFT FLOOR LAYER	2/22/2013	12/31/2013**	1/1/2014	$0.25 B										
	FLOOR COVERING HANDLER AFTER 3 YEARS	2/22/2013	12/31/2013**	1/1/2014	$0.13 C										
	FLOOR COVERING HANDLER LESS THAN 3 YEARS	2/22/2013	12/31/2013**	1/1/2014	$0.10 D										
	FLOOR COVERING HANDLER TRAINEE, FIRST 3 MONTHS	2/22/2013	12/31/2013**	1/1/2014	$0.08 E										
	FLOOR COVERING HANDLER TRAINEE, SECOND 3 MONTHS	2/22/2013	12/31/2013**	1/1/2014	$0.09 F										
	ELECTRICIAN:														
	COMM & SYSTEM INSTALLER	2/22/2013	11/30/2013**	12/1/2013	$1.55 A										
	COMM & SYSTEM TECH.	2/22/2013	11/30/2013**	12/1/2013	$1.55 A										
	INSIDE WIREMAN, TECHNICIAN	8/22/2013	11/30/2013**	12/1/2013	$1.50 A	6/1/2014	$2.50 A								
	CABLE SPLICER	8/22/2013	11/30/2013**	12/1/2013	$1.50 A	6/1/2014	$2.50 A								
	FIELD SURVEYOR:														
G	CHIEF OF PARTY	2/22/2013	02/28/2014**	3/1/2014	$1.45 A										
G	INSTRUMENTMAN	2/22/2013	02/28/2014**	3/1/2014	$1.45 A										
G	CHAINMAN/RODMAN	2/22/2013	02/28/2014**	3/1/2014	$1.45 A										
	GLAZIER	2/22/2013	12/31/2013**	1/1/2014	$1.50 A										
	PAINTER:														
	BRUSH AND SPRAY	2/22/2013	12/31/2013**	1/1/2014	$1.50 A										
	INDUSTRIAL PAINTER	2/22/2013	12/31/2013**	1/1/2014	$1.50 A										
	SANDBLASTER, STEAM CLEANER, WATERBLASTER	2/22/2013	12/31/2013**	1/1/2014	$1.50 A										
	EXOTIC MATERIALS	2/22/2013	12/31/2013**	1/1/2014	$1.50 A										
	PAPERHANGER/WALLCOVERING	2/22/2013	12/31/2013**	1/1/2014	$1.50 A										
	TAPER	2/22/2013	12/31/2013**	1/1/2014	$0.48 H										
	PLASTERER	8/22/2013	06/30/2014**	7/1/2014	$1.80 A	7/1/2015	$1.85 A	7/1/2016	$1.90 A						
I	**PLASTER TENDER**	8/22/2013	06/30/2014**	7/1/2014	$1.05 J	7/1/2015	$1.05 J								
	PLUMBER:														

	PLUMBER, STEAMFITTER, REFRIGERATION FITTER (HVAC)	8/22/2013	06/30/2014**	7/1/2014	$3.00	A										
	SERVICE AND REPAIR	8/22/2013	06/30/2014**	7/1/2014	$3.00	A										
	SHEET METAL WORKER	8/22/2013	06/30/2014**	7/1/2014	$3.50	A										
	TOTAL SHEET METAL CONTRACT OF $200,000 OR LESS	8/22/2013	06/30/2014**	7/1/2014	$3.50	A										
	SERVICE MECHANIC (TOTAL SHEET METAL CONTRACT OF $200,000 OR LESS)	8/22/2013	06/30/2014**	7/1/2014	$2.65	A										
	SERVICE TECHNICIAN (TOTAL SHEET METAL CONTRACT OF $200,000 OR LESS)	8/22/2013	06/30/2014**	7/1/2014	$2.30	A										
	AIR CONDITIONING SPECIALIST (TOTAL SHEET METAL CONTRACT OF $200,000 OR LESS)	8/22/2013	06/30/2014**	7/1/2014	$2.00	A										
	AIR CONDITIONING JOURNEYMAN (TOTAL SHEET METAL CONTRACT OF $200,000 OR LESS)	8/22/2013	06/30/2014**	7/1/2014	$2.35	A										
	TILE FINISHER	8/22/2013	03/31/2014**	4/1/2014	$0.98	A	4/1/2015	$1.14	A							
	RED CIRCLED FINISHER	8/22/2013	03/31/2014**	4/1/2014	$0.98	A	4/1/2015	$1.14	A							
	TILE SETTER	8/22/2013	03/31/2014**	4/1/2014	$1.50	A	4/1/2015	$1.75	A							
	FOOTNOTES															

INCREASE 7	
DATE OF NEXT CHANGE	AMOUNT OF INCREASE



GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS

PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

LOCALITY: SANTA CLARA COUNTY

DETERMINATION: STC-2013-2

A THE PREDETERMINED INCREASE SHOWN IS TO BE ALLOCATED TO WAGES AND/OR EMPLOYER PAYMENTS. PLEASE CONTACT THE OFFICE OF THE DIRECTOR - RESEARCH UNIT AT (415) 703-4774 WHEN THE PREDETERMINED INCREASE BECOMES DUE TO CONFIRM THE DISTRIBUTION. PLEASE ALSO EXAMINE THE IMPORTANT NOTICES TO SEE IF ANY MODIFICATIONS HAVE BEEN ISSUED, AS THERE MAY BE REDUCTIONS TO PREDETERMINED INCREASES.

B $0.25 TO PENSION

C $0.13 TO PENSION.

D $0.10 TO PENSION.

E $0.08 TO PENSION.

F $0.09 TO PENSION.

G ALL CREWS, WITHOUT CONSIDERATION TO THE NUMBER OF INDIVIDUALS IN THE CREW, SHALL INCLUDE A CHIEF OF PARTY. A CREW CONSISTS OF ONE (1) OR MORE EMPLOYEES PERFORMING FIELD AND CONSTRUCTION SURVEY WORK.

H $0.48 TO PENSION.

I ALL HOD CARRIERS WORKING ON THE HOSE SHALL RECEIVE $5.00 PER DAY OVER SCALE.

J $0.80 TO PENSION AND $0.25 TO HEALTH AND WELFARE

STATE OF CALIFORNIA Edmund G. Brown Jr., *Governor*

DEPARTMENT OF INDUSTRIAL RELATIONS
Office of the Director – Research Unit
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

MAILING ADDRESS:
P. O. Box 420603
San Francisco, CA 94142-0603

PREDETERMINED INCREASES FOR

OPERATING ENGINEER (HEAVY & HIGHWAY WORK) (NC-23-63-1-2013-2)

OPERATING ENGINEER (BUILDING CONSTRUCTION) (NC-23-63-1-2013-2A)

PILE DRIVER (OPERATING ENGINEER – HEAVY & HIGHWAY WORK) (NC-23-63-1-2013-2B)

PILE DRIVER (OPERATING ENGINEER – BUILDING CONSTRUCTION) (NC-23-63-1-2013-2B1)

STEEL ERECTOR AND FABRICATOR (OPERATING ENGINEER – HEAVY & HIGHWAY WORK) (NC-23-63-1-2013-2D)

STEEL ERECTOR AND FABRICATOR (OPERATING ENGINEER – BUILDING CONSTRUCTION) (NC-23-63-1-2013-2D1)

TUNNEL/UNDERGROUND (OPERATING ENGINEER – HEAVY AND HIGHWAY WORK) (NC-23-63-1-2013-2C)

ALL LOCALITIES WITHIN ALAMEDA[1], ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, CONTRA COSTA[1], DEL NORTE, EL DORADO, FRESNO, GLENN, HUMBOLDT, KINGS, LAKE, LASSEN, MADERA, MARIN[1], MARIPOSA, MENDOCINO, MERCED, MODOC, MONTEREY, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SAN BENITO, SAN FRANCISCO[1], SAN JOAQUIN, SAN MATEO[1], SANTA CLARA[1], SANTA CRUZ, SHASTA, SIERRA, SISKIYOU, SOLANO[1], SONOMA, STANISLAUS, SUTTER, TEHAMA, TRINITY, TULARE, TUOLUMNE, YOLO, AND YUBA COUNTIES

[1] *County not covered by Operating Engineer (Building Construction), Steel Erector and Fabricator (Operating Engineer – Building Construction), and Pile Driver (Operating Engineer – Building Construction).*

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

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

OPERATING ENGINEER: All Classifications (Areas 1 and 2), and All Shifts

The above Determinations are currently in effect and expire on June 29, 2014**.

Effective June 30, 2014, there will be an increase of $2.05 to be allocated to wages and/or fringe benefits.

Effective June 29, 2015, there will be an increase of $2.10 to be allocated to wages and/or fringe benefits.

There will be no further increases applicable to these determinations.

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: # OPERATING ENGINEER (HEAVY AND HIGHWAY WORK)

DETERMINATION: NC-23-63-1-2013-2
ISSUE DATE: August 22, 2013
EXPIRATION DATE OF DETERMINATION: June 29, 2014** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.

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

			Employer Payments					Straight-Time			Overtime Hourly Rate			
Classification (Journeyperson)	Basic Hourly Rate		Health and Welfare	Pension	Vacation and Holiday[e]	Training	Other Payments	Hours[f]	Total Hourly Rate		Daily/ Saturday[d] 1 1/2X		Sunday and Holiday 2X	
Classification Group[a]	Area 1[b]	Area 2[c]							Area 1[b]	Area 2[c]	Area 1[b]	Area 2[c]	Area 1[b]	Area 2[c]
Group 1	$39.02	$41.02	$12.63	$9.52	$3.72	$0.62	$0.67	8	$66.18	$68.18	$85.69	$88.69	$105.20	$109.20
Group 2	$37.49	$39.49	$12.63	$9.52	$3.72	$0.62	$0.67	8	$64.65	$66.65	$83.40	$86.40	$102.14	$106.14
Group 3	$36.01	$38.01	$12.63	$9.52	$3.72	$0.62	$0.67	8	$63.17	$65.17	$81.18	$84.18	$99.18	$103.18
Group 4	$34.63	$36.63	$12.63	$9.52	$3.72	$0.62	$0.67	8	$61.79	$63.79	$79.11	$82.11	$96.42	$100.42
Group 5	$33.36	$35.36	$12.63	$9.52	$3.72	$0.62	$0.67	8	$60.52	$62.52	$77.20	$80.20	$93.88	$97.88
Group 6	$32.04	$34.04	$12.63	$9.52	$3.72	$0.62	$0.67	8	$59.20	$61.20	$75.22	$78.22	$91.24	$95.24
Group 7	$30.90	$32.90	$12.63	$9.52	$3.72	$0.62	$0.67	8	$58.06	$60.06	$73.51	$76.51	$88.96	$92.96
Group 8	$29.76	$31.76	$12.63	$9.52	$3.72	$0.62	$0.67	8	$56.92	$58.92	$71.80	$74.80	$86.68	$90.68
Group 8-A	$27.55	$29.55	$12.63	$9.52	$3.72	$0.62	$0.67	8	$54.71	$56.71	$68.49	$71.49	$82.26	$86.26
Group 1-A	$39.90	$41.90	$12.63	$9.52	$3.72	$0.62	$0.67	8	$67.06	$69.06	$87.01	$90.01	$106.96	$110.96
Truck Crane Assistant to Engineer	$32.93	$34.93	$12.63	$9.52	$3.72	$0.62	$0.67	8	$60.09	$62.09	$76.56	$79.56	$93.02	$97.02
Assistant to Engineer	$30.64	$32.64	$12.63	$9.52	$3.72	$0.62	$0.67	8	$57.80	$59.80	$73.12	$76.12	$88.44	$92.44
Group 2-A	$38.14	$40.14	$12.63	$9.52	$3.72	$0.62	$0.67	8	$65.30	$67.30	$84.37	$87.37	$103.44	$107.44
Truck Crane Assistant to Engineer	$32.67	$34.67	$12.63	$9.52	$3.72	$0.62	$0.67	8	$59.83	$61.83	$76.17	$79.17	$92.50	$96.50
Assistant to Engineer	$30.43	$32.43	$12.63	$9.52	$3.72	$0.62	$0.67	8	$57.59	$59.59	$72.81	$75.81	$88.02	$92.02
Group 3-A	$36.40	$38.40	$12.63	$9.52	$3.72	$0.62	$0.67	8	$63.56	$65.56	$81.76	$84.76	$99.96	$103.96
Truck Crane Assistant to Engineer	$32.43	$34.43	$12.63	$9.52	$3.72	$0.62	$0.67	8	$59.59	$61.59	$75.81	$78.81	$92.02	$96.02
Hydraulic	$32.04	$34.04	$12.63	$9.52	$3.72	$0.62	$0.67	8	$59.20	$61.20	$75.22	$78.22	$91.24	$95.24
Assistant to Engineer	$30.15	$32.15	$12.63	$9.52	$3.72	$0.62	$0.67	8	$57.31	$59.31	$72.39	$75.39	$87.46	$91.46
Group 4-A	$33.36	$35.36	$12.63	$9.52	$3.72	$0.62	$0.67	8	$60.52	$62.52	$77.20	$80.20	$93.88	$97.88

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

[a] For classifications within each group, see pages 39B-40.

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

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

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

[e] Includes an amount for supplemental dues.

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

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

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

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

DETERMINATION: NC-23-63-1-2013-2

CLASSIFICATIONS

GROUP 1
Drill Equipment, over 200,000 lbs
Operator of Helicopter (when used in erection work)
Hydraulic Excavator 7 cu yds and over
Power Shovels, over 7 cu yds

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

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

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

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

GROUP 6
Armor-Coater (or similar)
Ballast Jack Tamper
Boom-Type Backfilling Machine
Asst. Plant Engineer
Bridge and/or Gantry Crane
Chemical Grouting Machine, truck mounted
Chip Spreading Machine Operator
Concrete Barrier Moving Machine
Concrete Saws (self-propelled unit on streets, highways, airports, and canals)
Deck Engineer
Drill Doctor
Drill Equipment, over 25,000 lbs up to and including 50,000 lbs
Drilling Equipment Texoma 600, Hughes 200 series or similar up to and including 30 ft. m.r.c.
Helicopter Radioman
Hydro-Hammer or similar
Line Master
Skidsteer Loader, Bobcat larger than 743 series or similar (with attachments)
Locomotive
Rotating Extendable Forklift, Lull Hi-Lift or similar
Assistant to Engineer, Truck Mounted Equipment
Pavement Breaker, Truck Mounted, with compressor combination
Paving Fabric Installation and/or Laying Machine
Pipe Bending Machine (pipelines only)
Pipe Wrapping Machine (Tractor propelled and supported)
Screedman, (except asphaltic concrete paving)
Self-Loading Chipper
Self Propelled Pipeline Wrapping Machine
Tractor

GROUP 7
Ballast Regulator
Cary Lift or similar
Combination Slurry Mixer and/or Cleaner
Coolant/Slurry Tanker Operator (hooked to Grooving/Grinding Machine)
Drilling Equipment, 20 ft and under m.r.c.
Drill Equipment, over 1,000 lbs up to and including 25,000 lbs
Fireman Hot Plant
Grouting Machine Operator
Highline Cableway Signalman
Stationary Belt Loader (Kolman or similar)
Lift Slab Machine (Vagtborg and similar types)
Maginnes Internal Full Slab Vibrator
Material Hoist (1 Drum)
Mechanical Trench Shield
Partsman (heavy duty repair shop parts room)
Pavement Breaker with or without Compressor Combination
Pipe Cleaning Machine (tractor propelled and supported)
Post Driver
Roller (except Asphalt), Chip Seal
Self Propelled Automatically Applied Concrete Curing Machine (on streets, highways, airports and canals)
Self Propelled Compactor (without dozer)
Signalman
Slip-Form Pumps (lifting device for concrete forms)
Super Sucker Vacuum Truck
Tie Spacer
Trenching Machine (maximum digging capacity up) to and including 5 ft depth
Truck-Mounted Rotating Telescopic Boom Type Lifting Device, Manitex or similar (Boom Truck) - Under 15 tons
Truck Type Loader

GROUP 8
Bit Sharpener
Boiler Tender
Box Operator
Brakeman
Combination Mixer and Compressor (shotcrete/gunite)
Compressor Operator
Deckhand
Fireman
Generators
Gunite/Shotcrete Equipment Operator
Heavy Duty Repairman Helper
Hydraulic Monitor
Ken Seal Machine (or similar)
Mast Type Forklift
Mixermobile
Assistant to Engineer
Pump Operator
Refrigerator Plant
Reservoir-Debris Tug (Self-Propelled Floating)
Ross Carrier (Construction site)
Rotomist Operator
Self Propelled Tape Machine
Shuttlecar
Self Propelled Power Sweeper Operator (Includes Vacuum Sweeper)
Slusher Operator
Surface Heater
Switchman
Tar Pot Fireman
Tugger Hoist, Single Drum
Vacuum Cooling Plant
Welding Machine (powered other than by electricity)

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GROUP 8-A
Articulated Dump Truck Operator
Elevator Operator
Mini Excavator under 25 H.P. (Backhoe-Trencher)
Skidsteer Loader, Bobcat 743 series or
Smaller and similar (without attachments)

GROUP 1-A
Clamshells and Draglines over 7 cu yds
Cranes over 100 tons
Derrick, over 100 tons
Derrick Barge Pedestal mounted over 100 tons
Self Propelled Boom Type Lifting Device Over 100 tons

GROUP 2-A
Clamshells and Draglines over 1 cu yds up to and including 7 cu yds
Cranes over 45 tons up to and including 100 tons
Derrick Barge 100 tons and under
Mobile Self-Erecting Tower Crane (Potain) over 3 stories
Self Propelled Boom Type Lifting Device over 45 tons
Tower Cranes

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

GROUP 4-A
Boom Truck or dual-purpose A-Frame Truck, Non-Rotating over 15 tons.
Truck Mounted Rotating Telescopic Boom Type Lifting Device, Manitex or similar (Boom Truck -over 15 tons)
Truck-Mounted Rotating Telescopic Boom Type Lifting Device, Munitex or Similar (Boom Truck), under 15 tons

DESCRIPTION FOR AREAS 1 AND 2:

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

Commencing in the Pacific Ocean on the extension of the Southerly line of Township 19S, of the Mount Diablo Base and Meridian,
Thence Easterly along the Southerly line of Township 19S, to the Northwest corner of Township 20S, Range 6E,
Thence Southerly to the Southwest corner of Township 20S, Range 6E,
Thence Easterly to the Northwest corner of Township 21S, Range 7E Thence Southerly to the Southwest corner of Township 21S, Range 7E
Thence Easterly to the Northwest corner of Township 22S, Range 9E,
Thence Southerly to the Southwest corner of Township 22S, Range 9E,
Thence Easterly to the Northwest corner of Township 23S, Range 10E,
Thence Southerly to the Southwest corner of Township 24S, Range 10E,
Thence Easterly to the Southwest corner of Township 24S, Range 31E,
Thence Northerly to the Northeast corner of Township 20S, Range 31E
Thence Westerly to the Southeast corner of Township 19S, Range 29E,
Thence Northerly to the Northeast corner of Township 17S, Range 29E,
Thence Westerly to the Southeast corner of Township 16S, Range 28E,
Thence Northerly to the Northeast corner of Township 13S, Range 28E,
Thence Westerly to the Southeast corner Township 12S, Range 27E,
Thence Northerly to the Northeast corner of Township 12S, Range 27E,
Thence Westerly to the Southeast corner of Township 11S, Range 26E,
Thence Northerly to the Northeast corner of Township 11S, Range 26E,
Thence Westerly to the Southeast corner of Township 10S, Range 25E,
Thence Northerly to the Northeast corner of Township 9S, Range 25E,
Thence Westerly to the Southeast corner of Township 8S, Range 24E,
Thence Northerly to the Northeast corner of Township 8S, Range 24E,
Thence Westerly to the Southeast corner of Township 7S, Range 23E,
Thence Northerly to the Northeast corner of Township 6S, Range 23E,
Thence Westerly to the Southeast corner of Township 5S, Range 20E,
Thence Northerly to the Northeast corner of Township 5S, Range 20E,
Thence Westerly to the Southeast corner of Township 4S, Range 19E,
Thence Northerly to the Northeast corner of Township 1S, Range 19E,
Thence Westerly to the Southeast corner of Township 1N, Range 18E,
Thence Northerly to the Northeast corner of Township 3N, Range 18E,
Thence Westerly to the Southeast corner of Township 4N, Range 17E,
Thence Northerly to the Northeast corner of Township 4N, Range 17E,
Thence Westerly to the Southeast corner of Township 5N, Range 15E,
Thence Northerly to the Northeast corner of Township 5N, Range 15E,
Thence Westerly to the Southeast corner of Township 6N, Range 14E,
Thence Northerly to the Northeast corner of Township 10N, Range 14E,
Thence Easterly along the Southern line of Township 11N, to the California / Nevada State Border,
Thence Northerly along the California / Nevada State Border to the Northerly line of Township 17N,
Thence Westerly to the Southeast corner of Township 18N, Range 10E,
Thence Northerly to the Northeast corner of Township 20N, Range 10E,
Thence Westerly to the Southeast corner of Township 21N, Range 9E,
Thence Northerly to the Northeast corner of Township 21N, Range 9E,
Thence Westerly to the Southeast corner of Township 22N, Range 8E,
Thence Northerly to the Northeast corner of Township 22N, Range 8E,
Thence Westerly to the Northwest corner of Township 22N, Range 8E,
Thence Northerly to the Southwest corner of Township 27N, Range 8E,
Thence Easterly to the Southeast corner of Township 27N, Range 8E,
Thence Northerly to the Northeast corner of Township 28N, Range 8E,
Thence Westerly to the Southeast corner of Township 29N, Range 6E,
Thence Northerly to the Northeast corner of Township 32N, Range 6E,
Thence Westerly to the Northwest corner of Township 32 N, Range 6E,
Thence Northerly to the Northeast corner of Township 35N, Range 5E,
Thence Westerly to the Southeast corner of Township 36N, Range 3E,
Thence Northerly to the Northeast corner of township 36N, Range 3E,
Thence Westerly to the Southeast corner of Township 37N, Range 1W,
Thence Northerly to the Northeast corner of Township 38N, Range 1W,
Thence Westerly to the Southeast corner of Township 39N, Range 2W,
Thence Northerly to the Northeast corner of Township 40N, Range 2W,
Thence Westerly to the Southeast corner of Township 41N, Range 4W,
Thence Northerly to the Northeast corner of Township 42N, Range 4W,
Thence Westerly to the Southeast corner of Township 43N, Range 5W,
Thence Northerly to the California / Oregon State Border,
Thence Westerly along the California / Oregon State Border to the Westerly Boundary of Township Range 8W,
Thence Southerly to the Southwest corner of Township 43N, Range 8W,
Thence Easterly to the Southeast corner of Township 43N, Range 8W,
Thence Southerly to the Southwest corner of Township 42N, Range 7W,
Thence Easterly to the Southeast corner of Township 42N, Range 7W,
Thence Southerly to the Southwest corner of Township 41N, Range 6W,
Thence Easterly to the Northwest corner of Township 40N, Range 5W,
Thence Southerly to the Southwest corner of Township 38N, Range 5W,
Thence Westerly to the Northwest corner of Township 37N, Range 6W,
Thence Southerly to the Southwest corner of Township 35N, Range 6W,
Thence Westerly to the Northwest corner of Township 34N, Range 10W,
Thence Southerly to the Southwest corner of Township 31N, Range 10W,
Thence Easterly to the Northwest corner of Township 30N, Range 9W,
Thence Southerly to the Southwest corner of Township 30N, Range 9W,
Thence Easterly to the Northwest corner of Township 29N, Range 8W,
Thence Southerly to the Southwest corner of Township 23N, Range 8W,
Thence Easterly to the Northwest corner of Township 22N, Range 6W,
Thence Southerly to the Southwest corner of Township 16N, Range 6W,
Thence Westerly to the Southeast corner of Township 16N, Range 9W,
Thence Northerly to the Northeast corner of Township 16N, Range 9W,
Thence Westerly to the Southeast. corner of Township 17N, Range 12W,
Thence Northerly to the Northeast corner of Township 18N, Range 12W,
Thence Westerly to the Northwest corner of Township 18N, Range 15W,
Thence Southerly to the Southwest corner of Township 14N, Range 15W,
Thence Easterly to the Northwest corner of Township 13N, Range 14W,
Thence Southerly to the Southwest corner of Township 13N, Range 14W,
Thence Easterly to the Northwest corner of Township 12N, Range 13W,
Thence Southerly to the Southwest corner of Township 12N, Range 13W,
Thence Easterly to the Northwest corner of Township 11N, Range 12W,
Thence Southerly into the Pacific Ocean
and Commencing in the Pacific Ocean on the extension of the Humboldt Base Line,
Thence Easterly to the Northwest corner of Township 1S, Range 2E,
Thence Southerly to the Southwest corner of Township 2S, Range 2E,
Thence Easterly to the Northwest corner of Township 3S, Range 3E,
Thence Southerly to the Southwest corner of Township 5S, Range 3E,
Thence Easterly to the Southeast corner of Township 5S, Range 4E,
Thence Northerly to the Northeast corner of Township 4S, Range 4E,
Thence Westerly to the Southeast corner of Township 3S, Range 3E,
Thence Northerly to the Northeast corner of Township 5N, Range 3E,
Thence Easterly to the Southeast corner of Township 6N, Range 5E,
Thence Northerly to the Northeast corner of Township 7N, Range 5E,
Thence Westerly to the Southeast corner of Township 8N, Range 3E,
Thence Northerly to the Northeast corner of Township 9N, Range 3E,
Thence Westerly to the Southeast corner of Township 10N, Range 1E,
Thence Northerly to the Northeast corner of Township 13N, Range 1E,
Thence Westerly into the Pacific Ocean,
excluding that portion of Northern California contained within the following lines:
Commencing at the Southwest corner of Township 12N, Range 11E, of the Mount Diablo Base and Meridian,
Thence Easterly to the Southeast corner of Township 12N, Range 16E,
Thence Northerly to the Northeast corner of Township 12N, Range 16E,
Thence Westerly to the Southeast corner of Township 13N, Range 15E,
Thence Northerly to the Northeast corner of Township 13N, Range 15E,
Thence Westerly to the Southeast corner of Township 14N, Range 14E,
Thence Northerly to the Northeast corner of Township 16N, Range 14E,
Thence Westerly to the Northwest corner of Township 16N, Range 12E,
Thence Southerly to the Southwest corner of Township 16N, Range 12E,
Thence Westerly to the Northwest corner of Township 15N, Range 11E,
Thence Southerly to the point of beginning at the Southwest corner of Township 12N, Range 11E,

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

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

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

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

DETERMINATION: NC-23-63-1-2013-2
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.

			Employer Payments					Straight-Time			Overtime Hourly Rate			
Classification (Journeyperson)	Basic Hourly Rate		Health and Welfare	Pension	Vacation and Holiday[e]	Training	Other Payments	Hours	Total Hourly Rate		Daily/ Saturday[d] 1 1/2X		Sunday and Holiday 2X	
Classification Group[a]	Area 1[b]	Area 2[c]							Area 1[b]	Area 2[c]	Area 1[b]	Area 2[c]	Area 1[b]	Area 2[c]
Group 1	$43.35	$45.35	$12.63	$9.52	$3.72	$0.62	$0.67	8	$70.51	$72.51	$92.19	$95.19	$113.86	$117.86
Group 2	$41.62	$43.62	$12.63	$9.52	$3.72	$0.62	$0.67	8	$68.78	$70.78	$89.59	$92.59	$110.40	$114.40
Group 3	$39.96	$41.96	$12.63	$9.52	$3.72	$0.62	$0.67	8	$67.12	$69.12	$87.10	$90.10	$107.08	$111.08
Group 4	$38.40	$40.40	$12.63	$9.52	$3.72	$0.62	$0.67	8	$65.56	$67.56	$84.76	$87.76	$103.96	$107.96
Group 5	$36.98	$38.98	$12.63	$9.52	$3.72	$0.62	$0.67	8	$64.14	$66.14	$82.63	$85.63	$101.12	$105.12
Group 6	$35.48	$37.48	$12.63	$9.52	$3.72	$0.62	$0.67	8	$62.64	$64.64	$80.38	$83.38	$98.12	$102.12
Group 7	$34.20	$36.20	$12.63	$9.52	$3.72	$0.62	$0.67	8	$61.36	$63.36	$78.46	$81.46	$95.56	$99.56
Group 8	$32.93	$34.93	$12.63	$9.52	$3.72	$0.62	$0.67	8	$60.09	$62.09	$76.56	$79.56	$93.02	$97.02
Group 8-A	$30.42	$32.42	$12.63	$9.52	$3.72	$0.62	$0.67	8	$57.58	$59.58	$72.79	$75.79	$88.00	$92.00
Group 1-A	$44.33	$46.33	$12.63	$9.52	$3.72	$0.62	$0.67	8	$71.49	$73.49	$93.66	$96.66	$115.82	$119.82
Truck Crane Assistant to Engineer	$36.50	$38.50	$12.63	$9.52	$3.72	$0.62	$0.67	8	$63.66	$65.66	$81.91	$84.91	$100.16	$104.16
Assistant to Engineer	$33.91	$35.91	$12.63	$9.52	$3.72	$0.62	$0.67	8	$61.07	$63.07	$78.03	$81.03	$94.98	$98.98
Group 2-A	$42.34	$44.34	$12.63	$9.52	$3.72	$0.62	$0.67	8	$69.50	$71.50	$90.67	$93.67	$111.84	$115.84
Truck Crane Assistant to Engineer	$36.21	$38.21	$12.63	$9.52	$3.72	$0.62	$0.67	8	$63.37	$65.37	$81.48	$84.48	$99.58	$103.58
Assistant to Engineer	$33.68	$35.68	$12.63	$9.52	$3.72	$0.62	$0.67	8	$60.84	$62.84	$77.68	$80.68	$94.52	$98.52
Group 3-A	$40.38	$42.38	$12.63	$9.52	$3.72	$0.62	$0.67	8	$67.54	$69.54	$87.73	$90.73	$107.92	$111.92
Truck Crane Assistant to Engineer	$35.94	$37.94	$12.63	$9.52	$3.72	$0.62	$0.67	8	$63.10	$65.10	$81.07	$84.07	$99.04	$103.04
Hydraulic	$35.48	$37.48	$12.63	$9.52	$3.72	$0.62	$0.67	8	$62.64	$64.64	$80.38	$83.38	$98.12	$102.12
Assistant to Engineer	$33.37	$35.37	$12.63	$9.52	$3.72	$0.62	$0.67	8	$60.53	$62.53	$77.22	$80.22	$93.90	$97.90
Group 4-A	$36.98	$38.98	$12.63	$9.52	$3.72	$0.62	$0.67	8	$64.14	$66.14	$82.63	$85.63	$101.12	$105.12

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

[a] For classifications within each group, see pages 39B-40.

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

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

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

[e] Includes an amount for supplemental dues.

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

DETERMINATION: NC-61-X-6-2012-1
ISSUE DATE: August 22, 2012
EXPIRATION DATE OF DETERMINATION: June 30, 2013* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director – Research Unit at (415) 703-4774 for the new rates after ten days after the expiration date if no subsequent determination is issued.

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

		Employer Payments				Straight-Time		Overtime Hourly Rate		
Classification (Journeyperson)	Basic Hourly Rate	Health and Welfare	Pension[a]	Vacation and Holiday	Training	Hours	Total Hourly Rate	Daily 1 1/2X	6th & 7th Workday 1 1/2X	Holiday 2X
Fixture Washer: Start	$ 18.58	$8.60	$.56	$.64	--	8	$28.38	$37.950	$37.950	$47.520
3 – 6 Months	20.45	8.60	.61	.71	--	8	30.37	40.900	40.900	51.430
6 Months or More	21.66	8.60	.65	.75	--	8	31.66	42.815	42.815	53.970
Serviceman										
0 – 12 Months	23.79	8.60	.71	.82	--	8	33.92	46.170	46.170	58.420
12 Months or More	25.19	8.60	.76	.87	--	8	35.42	48.395	48.395	61.370

[a] 3% of the Basic Hourly Rate for the National Employees Benefit Fund which is factored at the applicable overtime multiplier.

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

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

STATE OF CALIFORNIA EDMUND G. BROWN JR., *Governor*

DEPARTMENT OF INDUSTRIAL RELATIONS
Office of the Director – Research Unit
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

MAILING ADDRESS:
P. O. Box 420603
San Francisco, CA 94142-0603

PREDETERMINED INCREASES FOR

LABORER AND RELATED CLASSIFICATIONS
(Determination NC-23-102-1-2013-2)

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.

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: #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.

		Employer Payments					Straight-Time		Overtime Hourly Rate		
Classification[a] (Journeyperson)	Basic Hourly Rate[g]	Health and Welfare	Pension	Vacation and Holiday	Training	Other Payments	Hours[f]	Total Hourly Rate	Daily 1 1/2X	Saturday[b] 1 1/2X	Sunday/ Holiday 2X
AREA 1[c]											
Construction Specialist	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)[e]	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[d]	51.275[d]	61.94[d]
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 (1st 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 (2nd 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 (3rd 6 months)	24.88	6.64	9.47	2.63	0.39	0.15	8	44.16	56.60	56.60	69.04
AREA 2[c]											
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)[e]	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[d]	49.775[d]	59.94[d]
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 (1st 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 (2nd 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 (3rd 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. TO OBTAIN ANY APPRENTICE WAGE RATES AS OF JULY 1, 2008 AND PRIOR TO SEPTEMBER 27, 2012, PLEASE CONTACT THE DIVISION OF APPRENTICESHIP STANDARDS OR REFER TO THE DIVISION OF APPRENTICESHIP STANDARDS' WEBSITE AT HTTP://WWW.DIR.CA.GOV/DAS/DAS.HTML.

a GROUP 1(D) - MAINTENANCE OR REPAIR TRACKMEN AND ROAD BEDS AND ALL EMPLOYEES PERFORMING WORK COVERED BY THIS CLASSIFICATION SHALL RECEIVE $0.25 PER PER HOUR ABOVE THEIR REGULAR RATE FOR ALL WORK PERFORMED ON UNDERGROUND STRUCTURES NOT SPECIFICALLY COVERED HEREIN. THIS SHALL NOT APPLY TO WORK BELOW GROUND LEVEL IN OPEN CUT. THIS SHALL APPLY TO CUT AND COVER WORK OF SUBWAY CONSTRUCTION AFTER TEMPORARY COVER HAS BEEN PLACED.

GROUP 1(H) - ALL LABORERS WORKING OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS RECEIVE $0.25 PER HOUR ABOVE THEIR APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO LABORERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH IN GROUP 1(A).

b SATURDAYS IN THE SAME WORK WEEK MAY BE WORKED AT STRAIGHT-TIME IF JOB IS SHUT DOWN DURING THE NORMAL WORK WEEK DUE TO INCLEMENT WEATHER, MAJOR MECHANICAL BREAKDOWN OR LACK OF MATERIALS BEYOND THE CONTROL OF THE EMPLOYER.

c **AREA 1** - ALAMEDA, CONTRA COSTA, MARIN, SAN FRANCISCO, SAN MATEO, AND SANTA CLARA COUNTIES.

AREA 2 - ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, DEL NORTE, EL DORADO, FRESNO, GLENN, HUMBOLDT, KINGS, LAKE, LASSEN, MADERA, MARIPOSA, MENDOCINO, MERCED, MODOC, MONTEREY, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA, STANISLAUS, SUTTER, TEHAMA, TRINITY, TULARE, TUOLUMNE, YOLO AND YUBA COUNTIES.

d SERVICE LANDSCAPE LABORER ON NEW CONSTRUCTION MAY WORK ANY FIVE (5) DAYS WITHIN A WEEK.

e GROUP 1(B) RECEIVES AN ADDITIONAL AMOUNT EACH DAY. SEE PAGE 50 FOR DETAILS.

f WHEN THREE SHIFTS ARE EMPLOYED FOR FIVE (5) OR MORE CONSECUTIVE DAYS, SEVEN AND ONE-HALF (7 ½) CONSECUTIVE HOURS (EXCLUSIVE OF MEAL PERIOD), SHALL CONSTITUTE A DAY OF WORK, FOR WHICH EIGHT (8) TIMES THE STRAIGHT TIME HOURLY RATE SHALL BE PAID AT THE NON-SHIFT WAGE RATE FOR THE SECOND SHIFT. THE THIRD SHIFT SHALL BE SEVEN (7) HOURS OF WORK FOR EIGHT (8) HOURS PAY AT THE NON-SHIFT WAGE RATE.

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

RECOGNIZED HOLIDAYS: HOLIDAYS UPON WHICH THE GENERAL PREVAILING HOURLY WAGE RATE FOR HOLIDAY WORK SHALL BE PAID, SHALL BE ALL HOLIDAYS IN THE COLLECTIVE BARGAINING AGREEMENT, APPLICABLE TO THE PARTICULAR CRAFT, CLASSIFICATION, OR TYPE OF WORKER EMPLOYED ON THE PROJECT, WHICH IS ON FILE WITH THE DIRECTOR OF INDUSTRIAL RELATIONS. IF THE PREVAILING RATE IS NOT BASED ON A COLLECTIVELY BARGAINED RATE, THE HOLIDAYS UPON WHICH THE PREVAILING RATE SHALL BE PAID SHALL BE AS PROVIDED IN SECTION 6700 OF THE GOVERNMENT CODE. YOU MAY OBTAIN THE HOLIDAY PROVISIONS FOR THE CURRENT DETERMINATIONS ON THE INTERNET AT HTTP://WWW.DIR.CA.GOV/OPRL/PWD. HOLIDAY PROVISIONS FOR CURRENT OR SUPERSEDED DETERMINATIONS MAY BE OBTAINED BY CONTACTING THE OFFICE OF THE DIRECTOR – RESEARCH UNIT AT (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: IN ACCORDANCE WITH LABOR CODE SECTIONS 1773.1 AND 1773.9, CONTRACTORS SHALL MAKE TRAVEL AND/OR SUBSISTENCE PAYMENTS TO EACH 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-23-102-1-2013-2 and NC-23-102-1-2013-2A

CONSTRUCTION SPECIALIST
ASPHALT IRONERS AND RAKERS
CHAINSAW
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 GUNITING OR SHOT CRETE

GROUP 1 (F-2)
ALIGNER HELPER OF WIRE WINDING MACHINE IN CONNECTION WITH GUNITING OR SHOT CRETE

GROUP 1 (G) APPLIES ONLY TO WORK IN CONTRA COSTA COUNTY
PIPELAYERS (INCLUDING GRADE CHECKING IN CONNECTION WITH PIPELAYING), CAULKERS, BANDERS, PIPEWRAPPERS, CONDUIT LAYERS, PLASTIC PIPE LAYER, PRESSURE PIPE TESTER, NO JOINT PIPE AND STRIPPING OF SAME, INCLUDING REPAIR OF VOIDS, PRECAST MANHOLE SETTERS, CAST IN PLACE MANHOLE FORM SETTERS IN CONTRA COSTA COUNTY ONLY

GROUP 1(H)
SEE FOOTNOTE A ON PAGE 49

GROUP 2
ASPHALT SHOVELERS
CEMENT DUMPERS AND HANDLING DRY CEMENT OR GYPSUM
CHOKE-SETTER AND RIGGER (CLEARING WORK)
CONCRETE BUCKET DUMPER AND CHUTEMAN
CONCRETE CHIPPING AND GRINDING
CONCRETE LABORERS (WET OR DRY)
DRILLERS HELPER, CHUCK TENDER, NIPPER (ONE CHUCKTENDER ON SINGLE MACHINE OPERATION WITH MINIMUM OF ONE CHUCKTENDER FOR EACH TWO MACHINES ON MULTIPLE MACHINE OPERATION. JACKHAMMERS IN NO WAY INVOLVED IN THIS ITEM.)
GUINEA CHASER (STAKEMAN), GROUT CREW
HIGH PRESSURE NOZZLEMAN, ADDUCTORS
HYDRAULIC MONITOR (OVER 100 LBS. PRESSURE)
LOADING AND UNLOADING, CARRYING AND HANDLING OF ALL RODS AND MATERIALS FOR USE IN REINFORCING CONCRETE CONSTRUCTION
PITTSBURGH CHIPPER, AND SIMILAR TYPE BRUSH SHREDDERS
SEMI-SKILLED WRECKER (SALVAGING OF OTHER BUILDING MATERIALS) – SEE ALSO SKILLED WRECKER (GROUP 1)
SLOPER
SINGLEFOOT, HAND HELD, PNEUMATIC TAMPER
ALL PNEUMATIC, AIR, GAS AND ELECTRIC TOOLS NOT LISTED IN GROUPS 1 THROUGH 1 (F)
JACKING OF PIPE-UNDER 12 INCHES

GROUP 3
CONSTRUCTION LABORERS INCLUDING BRIDGE LABORERS, GENERAL LABORERS AND CLEANUP LABORERS
DEMOLITION WORKER
DUMPMAN, LOAD SPOTTER
FLAGPERSON/PEDESTRIAN MONITOR
FIRE WATCHER
FENCE ERECTORS, INCLUDING TEMPORARY FENCING
GUARDRAIL ERECTORS
GARDENER, HORTICULTURAL AND LANDSCAPE LABORERS (SEE GROUP 4, FOR LANDSCAPE MAINTENANCE ON NEW CONSTRUCTION DURING PLANT ESTABLISHMENT PERIOD)
JETTING
LIMBERS, BRUSH LOADERS, AND PILERS
PAVEMENT MARKERS (BUTTON SETTERS)
PAVERS/INTERLOCKING PAVERS (ALL TYPES) AND INTERLOCKING PAVER MACHINES
MAINTENANCE, REPAIR TRACKMEN AND ROAD BEDS
STREETCAR AND RAILROAD CONSTRUCTION TRACK LABORERS
TEMPORARY AIR AND WATER LINES, VICTAULIC OR SIMILAR
TOOL ROOM ATTENDANT (JOBSITE ONLY)

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.

		Employer Payments					Straight-Time		Overtime Hourly Rate		
Classification[a] (Journeyperson)	Basic Hourly Rate[f]	Health and Welfare	Pension	Vacation and Holiday	Training	Other Payments	Hours	Total Hourly Rate	Daily 1 1/2X	Saturday[b] 1 1/2X	Sunday/ Holiday 2X
AREA 1[c]											
Construction Specialist	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)[e]	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[d]	55.775[d]	67.94[d]
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 (1st 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 (2nd 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 (3rd 6 months)	27.88	6.64	9.47	2.63	0.39	0.15	8	47.16	61.10	61.10	75.04
AREA 2[c]											
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)[e]	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[d]	54.05[d]	65.64[d]
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 (1st 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 (2nd 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 (3rd 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. TO OBTAIN ANY APPRENTICE WAGE RATES AS OF JULY 1, 2008 AND PRIOR TO SEPTEMBER 27, 2012, PLEASE CONTACT THE DIVISION OF APPRENTICESHIP STANDARDS OR REFER TO THE DIVISION OF APPRENTICESHIP STANDARDS' WEBSITE AT HTTP://WWW.DIR.CA.GOV/DAS/DAS.HTML.

a GROUP 1(D) - MAINTENANCE OR REPAIR TRACKMEN AND ROAD BEDS AND ALL EMPLOYEES PERFORMING WORK COVERED BY THIS CLASSIFICATION SHALL RECEIVE $0.25 PER PER HOUR ABOVE THEIR REGULAR RATE FOR ALL WORK PERFORMED ON UNDERGROUND STRUCTURES NOT SPECIFICALLY COVERED HEREIN. THIS SHALL NOT APPLY TO WORK BELOW GROUND LEVEL IN OPEN CUT. THIS SHALL APPLY TO CUT AND COVER WORK OF SUBWAY CONSTRUCTION AFTER TEMPORARY COVER HAS BEEN PLACED.

GROUP 1(H) - ALL LABORERS WORKING OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS RECEIVE $0.25 PER HOUR ABOVE THEIR APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO LABORERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH IN GROUP 1(A).

b SATURDAYS IN THE SAME WORK WEEK MAY BE WORKED AT STRAIGHT-TIME IF JOB IS SHUT DOWN DURING THE NORMAL WORK WEEK DUE TO INCLEMENT WEATHER, MAJOR MECHANICAL BREAKDOWN OR LACK OF MATERIALS BEYOND THE CONTROL OF THE EMPLOYER.

c **AREA 1** - ALAMEDA, CONTRA COSTA, MARIN, SAN FRANCISCO, SAN MATEO, AND SANTA CLARA COUNTIES.

AREA 2 - ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, DEL NORTE, EL DORADO, FRESNO, GLENN, HUMBOLDT, KINGS, LAKE, LASSEN, MADERA, MARIPOSA, MENDOCINO, MERCED, MODOC, MONTEREY, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA, STANISLAUS, SUTTER, TEHAMA, TRINITY, TULARE, TUOLUMNE, YOLO AND YUBA COUNTIES.

d SERVICE LANDSCAPE LABORER ON NEW CONSTRUCTION MAY WORK ANY FIVE (5) DAYS WITHIN A WEEK.

e GROUP 1(B) RECEIVES AN ADDITIONAL AMOUNT EACH DAY. SEE PAGE 50 FOR DETAILS.

f 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. 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

LOCALITY: CONTRA COSTA COUNTY

DETERMINATION: CON-2013-2

				EMPLOYER PAYMENTS						STRAIGHT-TIME		OVERTIME HOURLY RATE		
	CRAFT (JOURNEY LEVEL)	ISSUE DATE	EXPIRATION DATE	BASIC HOURLY RATE	HEALTH AND WELFARE	PENSION	VACATION/ HOLIDAY	TRAINING	OTHER PAYMENTS	HOURS	TOTAL HOURLY RATE	DAILY	SATURDAY	SUNDAY AND HOLIDAY
#	**BRICKLAYER, BLOCKLAYER:**													
	BRICKLAYER, BLOCKLAYER, STONEMASON	8/22/2013	04/30/2014*	A 37.980	9.690	10.000	B 3.000	0.800	C 1.230	D 8.0	62.700	E 83.190	E 83.190	103.680
	POINTER, CLEANER, CAULKER, WATERPROOFER	8/22/2013	06/30/2014**	A 40.870	9.690	9.500	F -	1.420	0.400	D 8.0	61.880	82.320	G 82.320	102.750
#	**BRICK TENDER**	8/22/2013	04/30/2014*	A 32.130	9.500	9.900	F -	0.340	-	8.0	51.870	H 67.930	H 67.930	84.000
#	**CARPET, LINOLEUM,**													
	SOFT FLOOR LAYER	2/22/2013	12/31/2013**	A 44.820	9.700	7.800	I -	0.530	0.340	8.0	63.190	J 85.600	J 85.600	108.010
	FLOOR COVERING HANDLER AFTER 3 YEARS	2/22/2013	12/31/2013**	A 22.390	9.700	3.910	I -	0.050	0.340	8.0	36.390	J 47.580	J 47.580	58.780
	FLOOR COVERING HANDLER LESS THAN 3 YEARS	2/22/2013	12/31/2013**	A 17.900	9.700	3.120	I -	0.050	0.340	8.0	31.110	J 40.060	J 40.060	49.010
	FLOOR COVERING HANDLER TRAINEE, FIRST 3 MONTHS	2/22/2013	12/31/2013**	A 14.310	9.700	2.500	I -	0.050	0.340	8.0	26.900	J 34.060	J 34.060	41.210
	FLOOR COVERING HANDLER TRAINEE, SECOND 3 MONTHS	2/22/2013	12/31/2013**	A 16.110	9.700	2.810	I -	0.050	0.340	8.0	29.010	J 37.070	J 37.070	45.120
#	**ELECTRICIAN:**													
	COMM & SYSTEM INSTALLER	2/22/2013	11/30/2013**	30.620	8.850	K 4.500	-	1.100	L 0.210	8.0	46.350	M 62.190	M 62.190	78.040
	COMM & SYSTEM TECH.	2/22/2013	11/30/2013**	34.860	8.850	K 4.500	-	1.100	L 0.210	8.0	50.740	M 68.770	M 68.770	86.810
	INSIDE WIREMAN, TECHNICIAN	8/22/2013	05/31/2014*	A 45.260	12.800	K 10.000	-	0.670	N 0.690	8.0	70.780	O 94.090	O 94.090	117.400
	CABLE SPLICER	8/22/2013	05/31/2014*	A 51.670	12.800	K 10.000	-	0.670	N 0.690	8.0	77.380	O 103.990	O 103.990	130.600
#	**FIELD SURVEYOR:**													
P	CHIEF OF PARTY	2/22/2013	02/28/2014**	37.090	12.130	Q 9.360	R 3.170	0.720	0.160	8.0	62.630	S 81.180	T 81.180	99.720
P	INSTRUMENTMAN	2/22/2013	02/28/2014**	34.000	12.130	Q 9.360	R 3.170	0.720	0.160	8.0	59.540	S 76.540	T 76.540	93.540
P	CHAINMAN/RODMAN	2/22/2013	02/28/2014**	31.120	12.130	Q 9.360	R 3.170	0.720	0.160	8.0	56.660	S 72.220	T 72.220	87.780
#	**GLAZIER**	2/22/2013	12/31/2013**	A 41.830	9.700	U 11.390	-	0.500	V 0.380	8.0	63.800	W 84.720	105.630	105.630
# X	**MARBLE FINISHER**	8/22/2013	07/31/2014*	Y 28.050	9.690	3.870	I -	0.450	0.530	8.0	42.590	Z 56.610	70.640	70.640
# X	**MARBLE MASON**	8/22/2013	07/31/2014*	Y 39.300	9.690	11.990	I -	0.800	0.730	8.0	62.510	Z 82.160	101.810	101.810
#	**PAINTER:**													
	BRUSH AND SPRAY	2/22/2013	12/31/2013**	AA 33.810	9.700	Q 10.200	I -	0.410	0.380	D 8.0	54.500	71.400	AB 71.400	88.310
	INDUSTRIAL PAINTER	2/22/2013	12/31/2013**	AA 34.060	9.700	Q 10.200	I -	0.410	0.380	D 8.0	54.750	71.780	AB 71.780	88.810
	SANDBLASTER, STEAM CLEANER, WATERBLASTER	2/22/2013	12/31/2013**	AA 34.310	9.700	Q 10.200	I -	0.410	0.380	D 8.0	55.000	72.150	AB 72.150	89.310
	EXOTIC MATERIALS	2/22/2013	12/31/2013**	AA 34.560	9.700	Q 10.200	I -	0.410	0.380	D 8.0	55.250	72.530	AB 72.530	89.810
	PAPERHANGER/WALLCOVERING	2/22/2013	12/31/2013**	AA 34.810	9.700	Q 10.200	I -	0.410	0.380	D 8.0	55.500	72.900	AB 72.900	90.310
	TAPER	2/22/2013	12/31/2013**	AC 40.320	9.700	10.060	AD -	0.360	0.290	8.0	60.730	77.430	D 77.430	AB 94.140
AE	TAPER CLEAN-UP	2/22/2012	12/31/2012*	AF 16.100	9.700	-	-	-	-	8.0	25.800	33.360	D 33.360	AB 40.920
#	**PLASTERER**	8/22/2013	06/30/2014**	AG 36.080	12.530	10.630	F -	0.950	0.800	D 8.0	60.990	AH 76.460	AH 76.460	91.930
# AI	**PLASTER TENDER**	8/22/2013	06/30/2014**	AJ 32.400	8.830	12.070	F -	0.340	0.580	8.0	54.220	AK 67.870	AK 67.870	81.520
AI	GUN MAN	8/22/2013	06/30/2014**	AJ 33.150	8.830	12.070	F -	0.340	0.580	8.0	54.970	AK 69.000	AK 69.000	83.020

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS

PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

LOCALITY: CONTRA COSTA COUNTY

DETERMINATION: CON-2013-2

				EMPLOYER PAYMENTS						STRAIGHT-TIME		OVERTIME HOURLY RATE		
	CRAFT (JOURNEY LEVEL)	ISSUE DATE	EXPIRATION DATE	BASIC HOURLY RATE	HEALTH AND WELFARE	PENSION	VACATION/ HOLIDAY	TRAINING	OTHER PAYMENTS	HOURS	TOTAL HOURLY RATE	DAILY	SATURDAY	SUNDAY AND HOLIDAY
#	**PLUMBER:**													
	PLUMBER, PIPE FITTER & REFRIGERATION FITTER (HVAC)	8/22/2013	06/30/2014**	A 51.670	16.610	AL 12.980	-	1.750	1.700	8.0	84.710	E 110.540	E 110.540	136.380
	SERVICE TECHNICIAN	8/22/2013	06/30/2014**	A 50.780	16.610	AL 12.980	-	1.750	1.700	8.0	83.820	109.210	AM 109.210	109.210
	STEAMFITTER	8/22/2013	06/30/2014**	A 53.710	AL 16.150	AN 11.340	-	3.700	0.300	8.0	88.200	E 116.810	E 116.810	145.410
	UNDERGROUND UTILITY PIPEFITTER	8/22/2013	06/30/2014*	26.550	4.900	AL 2.950	2.000	0.450	0.600	D 8.0	37.450	50.720	50.720	64.000
	LANDSCAPE PIPEFITTER	8/22/2013	06/30/2014*	26.550	4.900	AL 2.950	2.000	0.450	0.550	D 8.0	37.400	50.670	50.670	63.950
AO	UNDERGROUND UTILITY ASSISTANT JOURNEYMAN	8/22/2013	06/30/2014*	15.550	4.900	AL 2.950	2.000	0.450	0.600	D 8.0	26.450	34.220	34.220	42.000
AO	LANDSCAPE ASSISTANT JOURNEYMAN	8/22/2013	06/30/2014*	15.550	4.900	AL 2.950	2.000	0.450	0.550	D 8.0	26.400	34.180	34.180	41.950
AP	UNDERGROUND UTILITY TRADESMAN	8/22/2013	06/30/2014*	10.850	4.900	AL 2.950	2.000	0.450	0.600	D 8.0	21.750	27.180	27.180	32.600
AQ	LANDSCAPE TRADESMAN I	8/22/2013	06/30/2014*	10.500	4.900	AL -	2.000	0.450	0.550	D 8.0	18.400	23.650	23.650	28.900
AQ	LANDSCAPE TRADESMAN II	8/22/2013	06/30/2014*	10.850	4.900	AL 2.950	2.000	0.450	0.550	D 8.0	21.700	27.130	27.130	32.550
	SPRINKLER FITTER (FIRE PROTECTION AND FIRE CONTROL SYSTEMS)	8/22/2013	07/30/2014*	A 52.420	8.770	15.500	F -	1.100	0.400	8.0	78.190	104.400	104.400	130.610
#	**ROOFER**	8/22/2013	07/31/2014**	30.910	7.940	4.650	3.410	0.570	0.440	D 8.0	47.920	J 63.380	J 63.380	78.830
	BITUMASTIC, ENAMELER, PIPE WRAPPER, COAL TAR PITCH BUILD-UP	8/22/2013	07/31/2014**	32.910	7.940	4.650	3.410	0.570	0.440	D 8.0	49.920	J 66.380	J 66.380	82.830
	MASTIC WORKER, KETTLEMAN	8/22/2013	07/31/2014**	31.160	7.940	4.650	3.410	0.570	0.440	D 8.0	48.170	J 63.750	J 63.750	79.330
#	**SHEET METAL WORKER**	8/22/2013	06/30/2014**	AA 52.800	AR 12.860	AL 20.120	F -	1.210	1.150	8.0	88.140	O 114.540	O 114.540	140.940
	TOTAL SHEET METAL CONTRACT OF $200,000 OR LESS	8/22/2013	06/30/2014**	AA 46.730	AR 12.860	AL 19.510	F -	1.210	1.150	8.0	81.460	O 104.820	O 104.820	128.190
	SERVICE MECHANIC (TOTAL SHEET METAL CONTRACT OF $200,000 OR LESS)	8/22/2013	06/30/2014**	AA 34.010	AS 12.490	AL 12.440	F -	1.210	1.150	8.0	61.300	AT 78.300	AT 78.300	95.310
	SERVICE TECHNICIAN (TOTAL SHEET METAL CONTRACT OF $200,000 OR LESS)	8/22/2013	06/30/2014**	AA 29.830	AS 12.490	AL 8.550	F -	1.210	1.150	8.0	53.230	AT 68.140	AT 68.140	83.060
	AIR CONDITIONING SPECIALIST (TOTAL SHEET METAL CONTRACT OF $200,000 OR LESS)	8/22/2013	06/30/2014**	AA 26.680	AS 12.490	AL 3.610	F -	1.190	1.150	8.0	45.120	O 58.460	O 58.460	71.800
	AIR CONDITIONING JOURNEYMAN (TOTAL SHEET METAL CONTRACT OF $200,000 OR LESS)	8/22/2013	06/30/2014**	AA 31.400	AR 12.510	AL 8.350	F -	1.190	1.150	8.0	54.600	O 70.300	O 70.300	86.000
	METAL DECK & SIDING	8/22/2013	09/30/2013*	AA 33.110	13.280	16.400	F -	AU 0.300	-	8.0	63.090	O 79.650	O 79.650	96.200
#	**TERRAZZO FINISHER**	8/22/2013	06/30/2014*	AC 33.150	8.530	4.600	F -	0.800	0.790	8.0	47.870	O 62.370	O 62.370	76.860
#	**TERRAZZO WORKER**	8/22/2013	06/30/2014*	AC 39.950	9.690	13.900	F -	0.800	0.960	8.0	65.300	O 82.630	O 82.630	99.960
#	**TILE FINISHER**	8/22/2013	03/31/2014**	AV 21.310	8.530	3.420	0.700	0.400	0.880	8.0	35.240	45.900	D 45.900	56.550
	RED CIRCLED FINISHER	8/22/2013	03/31/2014**	AV 27.000	8.530	3.650	1.300	0.300	0.890	8.0	41.670	55.170	D 55.170	68.670
#	**TILE SETTER**	8/22/2013	03/31/2014**	AV 37.070	8.530	4.650	2.350	0.590	1.370	8.0	54.560	73.100	D 73.100	91.630
	WATER WELL DRILLER													

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS

PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

LOCALITY: CONTRA COSTA COUNTY

DETERMINATION: CON-2013-2

			EMPLOYER PAYMENTS						STRAIGHT-TIME		OVERTIME HOURLY RATE		
CRAFT (JOURNEY LEVEL)	ISSUE DATE	EXPIRATION DATE	BASIC HOURLY RATE	HEALTH AND WELFARE	PENSION	VACATION/ HOLIDAY	TRAINING	OTHER PAYMENTS	HOURS	TOTAL HOURLY RATE	DAILY	SATURDAY	SUNDAY AND HOLIDAY
DRILLER, PUMP REPAIRMAN	8/22/2007	01/31/2008*	20.170	8.120	3.690	AW 0.800	-	-	8.0	32.780	AX 42.870	AX 42.870	AX 42.870
PUMP INSTALLER	8/22/2007	01/31/2008*	17.860	8.120	3.690	AY 0.720	-	-	8.0	30.390	AX 39.320	AX 39.320	AX 39.320
HELPER	8/22/2007	01/31/2008*	12.470	8.120	3.690	AZ 0.530	-	-	8.0	24.810	AX 31.040	AX 31.040	AX 31.040

FOOTNOTES

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS

PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

LOCALITY: CONTRA COSTA COUNTY

DETERMINATION: CON-2013-2

*	EFFECTIVE UNTIL SUPERSEDED BY A NEW DETERMINATION ISSUED BY THE DIRECTOR OF INDUSTRIAL RELATIONS. CONTACT THE OFFICE OF THE DIRECTOR – RESEARCH UNIT AT (415) 703-4774 FOR THE NEW RATES AFTER TEN DAYS AFTER THE EXPIRATION DATE IF NO SUBSEQUENT DETERMINATION IS ISSUED.
**	THE RATE TO BE PAID FOR WORK PERFORMED AFTER THIS DATE HAS BEEN DETERMINED. IF WORK WILL EXTEND PAST THIS DATE, THE NEW RATE MUST BE PAID AND SHOULD BE INCORPORATED IN CONTRACTS ENTERED INTO NOW. CONTACT THE OFFICE OF THE DIRECTOR – RESEARCH UNIT FOR SPECIFIC RATES AT (415) 703-4774.
#	INDICATES AN APPRENTICEABLE CRAFT. THE CURRENT APPRENTICE WAGE RATES ARE AVAILABLE ON THE INTERNET @ HTTP://WWW.DIR.CA.GOV/OPRL/PWAPPWAGE/PWAPPWAGESTART.ASP. TO OBTAIN ANY APPRENTICE WAGE RATES AS OF JULY 1, 2008 AND PRIOR TO SEPTEMBER 27, 2012, PLEASE CONTACT THE DIVISION OF APPRENTICESHIP STANDARDS OR REFER TO THE DIVISION OF APPRENTICESHIP STANDARDS' WEBSITE AT HTTP://WWW.DIR.CA.GOV/DAS/DAS.HTML.
&	THE BASIC HOURLY RATE AND EMPLOYER PAYMENTS ARE NOT TAKEN FROM A COLLECTIVE BARGAINING AGREEMENT FOR THIS CRAFT OR CLASSIFICATION.
A	INCLUDES AMOUNT WITHHELD FOR DUES CHECK OFF.
B	AMOUNT INCLUDED IN FACTORING OVERTIME RATES.
C	INCLUDES AMOUNT FOR INDUSTRY PROMOTION FUND, INTERNATIONAL MASONRY INSTITUTE (IMI), AND LABOR MANAGEMENT COOPERATION COMMITTEE (LMCC)
D	SATURDAYS IN THE SAME WORK WEEK MAY BE WORKED AT STRAIGHT-TIME IF JOB IS SHUT DOWN DURING THE NORMAL WORKWEEK DUE TO INCLEMENT WEATHER.
E	RATE APPLIES TO THE FIRST 2 DAILY OVERTIME HOURS AND THE FIRST 10 HOURS ON SATURDAY; ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME HOURLY RATE.
F	INCLUDED IN STRAIGHT-TIME HOURLY RATE.
G	RATE APPLIES TO THE FIRST 10 HOURS WORKED ON SATURDAY. ALL OTHER HOURS ARE PAID AT THE SUNDAY/HOLIDAY RATE.
H	RATE APPLIES TO THE FIRST 2 DAILY OVERTIME HOURS AND THE FIRST 8 HOURS ON SATURDAY ONLY. ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME HOURLY RATE. SATURDAYS IN THE SAME WORK WEEK MAY BE WORKED AT STRAIGHT-TIME IF JOB IS SHUT DOWN DURING THE NORMAL WORKWEEK DUE TO INCLEMENT WEATHER.
I	INCLUDED IN BASIC HOURLY RATE.
J	RATE APPLIES TO THE FIRST 4 DAILY OVERTIME HOURS AND THE FIRST 12 HOURS WORKED ON SATURDAY; ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME HOURLY RATE.
K	IN ADDITION, AN AMOUNT EQUAL TO 3% OF THE BASIC HOURLY RATE IS ADDED TO THE TOTAL HOURLY RATE AND OVERTIME HOURLY RATES FOR THE NATIONAL EMPLOYEES BENEFIT BOARD.
L	IN ADDITION, AN AMOUNT EQUAL TO 0.5% OF THE BASIC HOURLY RATE, WHICH IS FACTORED AT THE APPLICABLE OVERTIME MULTIPLIER, IS ADDED TO THE TOTAL HOURLY RATE AND OVERTIME HOURLY RATES.
M	RATE APPLIES TO THE FIRST 4 DAILY OVERTIME HOURS AND THE FIRST 8 HOURS WORKED ON SATURDAY. ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME RATE.
N	AMOUNT IS FOR INDUSTRY FUND.
O	RATE APPLIES TO THE FIRST 2 DAILY OVERTIME HOURS AND THE FIRST 8 HOURS ON SATURDAY ONLY; ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME HOURLY RATE.
P	ALL CREWS, WITHOUT CONSIDERATION TO THE NUMBER OF INDIVIDUALS IN THE CREW, SHALL INCLUDE A CHIEF OF PARTY. A CREW CONSISTS OF ONE (1) OR MORE EMPLOYEES PERFORMING FIELD AND CONSTRUCTION SURVEY WORK.
Q	INCLUDES AN AMOUNT PER HOUR WORKED FOR ANNUITY TRUST FUND.
R	INCLUDES AN AMOUNT PER HOUR WORKED FOR SUPPLEMENTAL DUES.
S	RATE APPLIES TO THE FIRST 4 DAILY OVERTIME HOURS, MONDAY THROUGH FRIDAY. ALL OTHER OVERTIME IS PAID AT THE SUNDAY/HOLIDAY RATE.
T	RATE APPLIES TO THE FIRST 12 OVERTIME HOURS WORKED. ALL OTHER OVERTIME IS PAID AT THE SUNDAY/HOLIDAY RATE. IN THE EVENT IT IS NOT REASONABLY POSSIBLE TO COMPLETE 40 HOURS OF WORK ON AN 8 HOUR DAY, MONDAY THROUGH FRIDAY, THEN THE BALANCE OF THE 40 HOURS, UP TO 8 HOURS, MAY BE WORKED ON SATURDAY AT THE STRAIGHT-TIME RATE.
U	INCLUDES AN AMOUNT PER HOUR WORKED FOR IUPAT, IARP, AND RETIREE PENSION.
V	INCLUDES AMOUNTS FOR INDUSTRY FUND, WORK PRESERVATION FUND, AND LABOR MANAGEMENT COOPERATION INITIATIVE
W	RATE APPLIES TO THE FIRST 2 DAILY OVERTIME HOURS AND FIRST 8 HOURS WORKED ON DESIGNATED DAYS OFF; ALL OTHER TIME IS PAID AT THE SATURDAY, SUNDAY AND HOLIDAY OVERTIME RATE.
X	EMPLOYEES WORKING ON ANY SUSPENDED PLATFORM/SCAFFOLD SHALL BE PAID AN ADDITIONAL $15.00 PER DAY ABOVE THE WAGE RATE.
Y	INCLUDES AN AMOUNT FOR DUES CHECK-OFF AND VACATION/HOLIDAY WHICH ARE FACTORED INTO OVERTIME RATES.
Z	RATE APPLIES TO FIRST 2 OVERTIME HOURS MONDAY THROUGH FRIDAY; ALL OTHER OVERTIME IS PAID AT THE DOUBLE TIME RATE.
AA	INCLUDES AMOUNT FOR VAC/HOL AND DUES CHECK OFF.
AB	DESIGNATED DAYS OFF SHALL BE PAID AT THE SATURDAY OVERTIME RATE; PLEASE REFER TO THE HOLIDAY PROVISIONS FOR A LIST OF DESIGNATED DAYS OFF.
AC	INCLUDES AN AMOUNT FOR VACATION/DUES CHECK OFF WHICH IS NOT FACTORED IN THE OVERTIME RATES.
AD	INCLUDED IN STRAIGHT-TIME HOURLY RATE WHICH IS NOT FACTORED IN THE OVERTIME RATES.
AE	PLEASE NOTE THAT THE TAPER CLEAN-UP APPLIES ONLY TO THE TAPER CLASSIFICATION.
AF	INCLUDES AN AMOUNT WITHHELD FOR DUES CHECK OFF WHICH IS NOT FACTORED IN OVERTIME AND HOLIDAY WAGE RATES.
AG	INCLUDE AMOUNTS WITHHELD FOR DUES CHECK OFF AND VACATION WHICH IS NOT FACTORED INTO OVERTIME. EMPLOYEES OPERATING AND WORKING BEHIND PLASTER GUNS SHALL RECEIVE AN ADDITIONAL $5.00 PER DAY ABOVE THE WAGE RATE. EMPLOYEES WORKING ON AN EXTERIOR SUSPENDED SCAFFOLD SHALL BE PAID AN ADDITIONAL $10.00 PER DAY ABOVE THE WAGE RATE.
AH	RATE APPLIES TO THE FIRST 4 OVERTIME HOURS MONDAY THROUGH FRIDAY AND THE FIRST 8 HOURS WORKED ON SATURDAYS AND DESIGNATED DAYS OFF. ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME RATE.
AI	ALL HOD CARRIERS WORKING ON THE HOSE SHALL RECEIVE $5.00 PER DAY OVER SCALE.
AJ	INCLUDES AN AMOUNT FOR VACATION, DUES CHECK-OFF AND ORGANIZING DUES WHICH ARE NOT FACTORED INTO OVERTIME.
AK	RATE APPLIES TO THE FIRST 4 OVERTIME HOURS MONDAY THROUGH FRIDAY AND THE FIRST 8 HOURS WORKED ON SATURDAY. ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME RATE.
AL	PURSUANT TO LABOR CODE SECTIONS 1773.1 AND 1773.8, THE AMOUNT PAID FOR THIS EMPLOYER PAYMENT MAY VARY RESULTING IN A LOWER TAXABLE BASIC HOURLY WAGE RATE, BUT THE TOTAL HOURLY RATES FOR STRAIGHT TIME AND OVERTIME MAY NOT BE LESS THAN THE GENERAL PREVAILING RATE OF PER DIEM WAGES.
AM	SATURDAY MAY BE PAID AT STRAIGHT TIME IF THE WORK WEEK IS TUESDAY THROUGH SATURDAY.
AN	IN ADDITION, AN AMOUNT OF $3.00 FOR 401A SUPPLEMENTAL PENSION, WHICH IS FACTORED AT THE APPLICABLE OVERTIME MULTIPLIER, IS ADDED TO THE TOTAL HOURLY RATE AND OVERTIME HOURLY RATE. PURSUANT TO LABOR CODE SECTIONS 1773.1 AND 1773.8, THE AMOUNT PAID FOR THIS EMPLOYER PAYMENT MAY VARY RESULTING IN A LOWER TAXABLE BASIC HOURLY WAGE RATE, BUT THE TOTAL HOURLY RATES FOR STRAIGHT TIME AND OVERTIME MAY NOT BE LESS THAN THE GENERAL PREVAILING RATE OF PER DIEM WAGES.
AO	THERE MUST BE AT LEAST ONE JOURNEYMAN PIPEFITTER PER CONTRACTOR ON EACH JOBSITE.

LOCALITY: CONTRA COSTA COUNTY

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AP THERE SHALL BE NO MORE THAN THREE TRADESMEN TO EVERY TWO JOURNEYMAN PIPEFITTER/ASSISTANT JOURNEYMAN PIPEFITTER COMBINATION EMPLOYED PER CONTRACTOR ON EACH JOBSITE.

AQ THERE SHALL BE NO MORE THAN FOUR TRADESMEN TO EVERY TWO JOURNEYMAN PIPEFITTER/ASSISTANT JOURNEYMAN PIPEFITTER COMBINATION EMPLOYED PER CONTRACTOR ON EACH JOBSITE. MAINTENANCE WORK, BOTH DURING AND AFTER THE PLANT ESTABLISHMENT PERIOD, MAY BE PERFORMED BY LANDSCAPE TRADESMEN WITHOUT THE SUPERVISION OF A JOURNEYMAN PIPEFITTER.

AR INCLUDES SMOHIT AND SHC. EFFECTIVE 1/1/2013, PURSUANT TO LABOR CODE SECTIONS 1773.1 AND 1773.8, THE AMOUNT PAID FOR THIS EMPLOYER PAYMENT MAY VARY RESULTING IN A LOWER TAXABLE BASIC HOURLY WAGE RATE, BUT THE TOTAL HOURLY RATES FOR STRAIGHT TIME AND OVERTIME MAY NOT BE LESS THAN THE GENERAL PREVAILING RATE OF PER DIEM WAGES.

AS INCLUDES SHC. EFFECTIVE 1/1/2013, PURSUANT TO LABOR CODE SECTIONS 1773.1 AND 1773.8, THE AMOUNT PAID FOR THIS EMPLOYER PAYMENT MAY VARY RESULTING IN A LOWER TAXABLE BASIC HOURLY WAGE RATE, BUT THE TOTAL HOURLY RATES FOR STRAIGHT TIME AND OVERTIME MAY NOT BE LESS THAN THE GENERAL PREVAILING RATE OF PER DIEM WAGES.

AT RATE APPLIES TO FIRST 4 DAILY OVERTIME HOURS AND THE FIRST 8 HOURS WORKED ON SATURDAY DURING THE EMPLOYEES NORMAL WORKING HOURS. ALL OTHER OVERTIME HOURS SHALL BE PAID AT THE SUNDAY AND HOLIDAY DOUBLE TIME RATE.

AU INCLUDES $0.03 FOR SCHOLAR FUND.

AV INCLUDES AMOUNT WITHHELD FOR DUES CHECK OFF, WHICH IS FACTORED IN THE OVERTIME RATES. ANY EMPLOYEE WORKING UNDERGROUND SHALL RECEIVE $1.00 PER HOUR IN ADDITION TO REGULAR WAGES.

AW RATE APPLIES TO FIRST TWO YEARS OF EMPLOYMENT ONLY; $1.35 AFTER 2 YEARS; $1.45 AFTER 5 YEARS; $1.60 AFTER 10 YEARS

AX COMPUTATION IS BASED ON THE LOWEST VACATION AMOUNT. THESE RATES SHOULD BE INCREASED BY ANY ADDITIONAL VACATION/HOLIDAY PAY THAT IS REQUIRED.

AY RATE APPLIES TO FIRST TWO YEARS OF EMPLOYMENT ONLY; $1.27 AFTER 2 YEARS; $1.37 AFTER 5 YEARS; $1.52 AFTER 10 YEARS.

AZ RATE APPLIES TO FIRST TWO YEARS OF EMPLOYMENT ONLY; $1.08 AFTER 2 YEARS; $1.18 AFTER 5 YEARS; $1.33 AFTER 10 YEARS.

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

LOCALITY: CONTRA COSTA COUNTY

DETERMINATION: CON-2013-2

	CRAFT (JOURNEY LEVEL)	ISSUE DATE	EXPIRATION DATE	INCREASE 1		INCREASE 2		INCREASE 3		INCREASE 4		INCREASE 5		INCREASE 6		INCREASE 7	
				DATE OF NEXT CHANGE	AMOUNT OF INCREASE	DATE OF NEXT CHANGE	AMOUNT OF INCREASE	DATE OF NEXT CHANGE	AMOUNT OF INCREASE	DATE OF NEXT CHANGE	AMOUNT OF INCREASE	DATE OF NEXT CHANGE	AMOUNT OF INCREASE	DATE OF NEXT CHANGE	AMOUNT OF INCREASE	DATE OF NEXT CHANGE	AMOUNT OF INCREASE
	BRICKLAYER, BLOCKLAYER:																
	POINTER, CLEANER, CAULKER, WATERPROOFER	8/22/2013	06/30/2014**	7/1/2014	$2.25 A												
	CARPET, LINOLEUM,																
	SOFT FLOOR LAYER	2/22/2013	12/31/2013**	1/1/2014	$0.25 B												
	FLOOR COVERING HANDLER AFTER 3 YEARS	2/22/2013	12/31/2013**	1/1/2014	$0.13 C												
	FLOOR COVERING HANDLER LESS THAN 3 YEARS	2/22/2013	12/31/2013**	1/1/2014	$0.10 D												
	FLOOR COVERING HANDLER TRAINEE, FIRST 3 MONTHS	2/22/2013	12/31/2013**	1/1/2014	$0.08 E												
	FLOOR COVERING HANDLER TRAINEE, SECOND 3 MONTHS	2/22/2013	12/31/2013**	1/1/2014	$0.09 F												
	ELECTRICIAN:																
	COMM & SYSTEM INSTALLER	2/22/2013	11/30/2013**	12/1/2013	$1.55 A												
	COMM & SYSTEM TECH.	2/22/2013	11/30/2013**	12/1/2013	$1.55 A												
	FIELD SURVEYOR:																
G	CHIEF OF PARTY	2/22/2013	02/28/2014**	3/1/2014	$1.45 A												
G	INSTRUMENTMAN	2/22/2013	02/28/2014**	3/1/2014	$1.45 A												
G	CHAINMAN/RODMAN	2/22/2013	02/28/2014**	3/1/2014	$1.45 A												
	GLAZIER	2/22/2013	12/31/2013**	1/1/2014	$1.50 A												
	PAINTER:																
	BRUSH AND SPRAY	2/22/2013	12/31/2013**	1/1/2014	$1.50 A												
	INDUSTRIAL PAINTER	2/22/2013	12/31/2013**	1/1/2014	$1.50 A												
	SANDBLASTER, STEAM CLEANER, WATERBLASTER	2/22/2013	12/31/2013**	1/1/2014	$1.50 A												
	EXOTIC MATERIALS	2/22/2013	12/31/2013**	1/1/2014	$1.50 A												
	PAPERHANGER/WALLCOVERING	2/22/2013	12/31/2013**	1/1/2014	$1.50 A												
	TAPER	2/22/2013	12/31/2013**	1/1/2014	$0.48 H												
	PLASTERER	8/22/2013	06/30/2014**	7/1/2014	$1.60 A	7/1/2015	$1.70 A	7/1/2016	$1.70 A								
I	**PLASTER TENDER**	8/22/2013	06/30/2014**	7/1/2014	$0.60 J	7/1/2015	$0.60 J										
I	GUN MAN	8/22/2013	06/30/2014**	7/1/2014	$0.60 J	7/1/2015	$0.60 J										
	PLUMBER:																
	PLUMBER, PIPE FITTER & REFRIGERATION FITTER (HVAC)	8/22/2013	06/30/2014**	7/1/2014	$2.40 A	7/1/2015	$2.45 A										
	SERVICE TECHNICIAN	8/22/2013	06/30/2014**	7/1/2014	$2.40 A	7/1/2015	$2.45 A										
	STEAMFITTER	8/22/2013	06/30/2014**	7/1/2014	$2.90 A												
	ROOFER	8/22/2013	07/31/2014**	8/1/2014	$1.50 K												
	BITUMASTIC, ENAMELER, PIPE WRAPPER, COAL TAR PITCH BUILD-UP	8/22/2013	07/31/2014**	8/1/2014	$1.50 K												
	MASTIC WORKER, KETTLEMAN	8/22/2013	07/31/2014**	8/1/2014	$1.50 K												
	SHEET METAL WORKER	8/22/2013	06/30/2014**	7/1/2014	$3.50 A												
	TOTAL SHEET METAL CONTRACT OF $200,000 OR LESS	8/22/2013	06/30/2014**	7/1/2014	$3.50 A												
	SERVICE MECHANIC (TOTAL SHEET METAL CONTRACT OF $200,000 OR LESS)	8/22/2013	06/30/2014**	7/1/2014	$2.65 A												

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS

PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

LOCALITY: CONTRA COSTA COUNTY

DETERMINATION: CON-2013-2

CRAFT (JOURNEY LEVEL)	ISSUE DATE	EXPIRATION DATE	INCREASE 1		INCREASE 2		INCREASE 3		INCREASE 4		INCREASE 5		INCREASE 6		INCREASE 7	
			DATE OF NEXT CHANGE	AMOUNT OF INCREASE	DATE OF NEXT CHANGE	AMOUNT OF INCREASE	DATE OF NEXT CHANGE	AMOUNT OF INCREASE	DATE OF NEXT CHANGE	AMOUNT OF INCREASE	DATE OF NEXT CHANGE	AMOUNT OF INCREASE	DATE OF NEXT CHANGE	AMOUNT OF INCREASE	DATE OF NEXT CHANGE	AMOUNT OF INCREASE
SERVICE TECHNICIAN (TOTAL SHEET METAL CONTRACT OF $200,000 OR LESS)	8/22/2013	06/30/2014**	7/1/2014	$2.30 A												
AIR CONDITIONING SPECIALIST (TOTAL SHEET METAL CONTRACT OF $200,000 OR LESS)	8/22/2013	06/30/2014**	7/1/2014	$2.00 A												
AIR CONDITIONING JOURNEYMAN (TOTAL SHEET METAL CONTRACT OF $200,000 OR LESS)	8/22/2013	06/30/2014**	7/1/2014	$2.35 A												
TILE FINISHER	8/22/2013	03/31/2014**	4/1/2014	$0.98 A	4/1/2015	$1.14 A										
RED CIRCLED FINISHER	8/22/2013	03/31/2014**	4/1/2014	$0.98 A	4/1/2015	$1.14 A										
TILE SETTER	8/22/2013	03/31/2014**	4/1/2014	$1.50 A	4/1/2015	$1.75 A										

FOOTNOTES

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS

PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

LOCALITY: CONTRA COSTA COUNTY

DETERMINATION: CON-2013-2

A THE PREDETERMINED INCREASE SHOWN IS TO BE ALLOCATED TO WAGES AND/OR EMPLOYER PAYMENTS. PLEASE CONTACT THE OFFICE OF THE DIRECTOR - RESEARCH UNIT AT (415) 703-4774 WHEN THE PREDETERMINED INCREASE BECOMES DUE TO CONFIRM THE DISTRIBUTION. PLEASE ALSO EXAMINE THE IMPORTANT NOTICES TO SEE IF ANY MODIFICATIONS HAVE BEEN ISSUED, AS THERE MAY BE REDUCTIONS TO PREDETERMINED INCREASES.

B $0.25 TO PENSION

C $0.13 TO PENSION.

D $0.10 TO PENSION.

E $0.08 TO PENSION.

F $0.09 TO PENSION.

G ALL CREWS, WITHOUT CONSIDERATION TO THE NUMBER OF INDIVIDUALS IN THE CREW, SHALL INCLUDE A CHIEF OF PARTY. A CREW CONSISTS OF ONE (1) OR MORE EMPLOYEES PERFORMING FIELD AND CONSTRUCTION SURVEY WORK.

H $0.48 TO PENSION.

I ALL HOD CARRIERS WORKING ON THE HOSE SHALL RECEIVE $5.00 PER DAY OVER SCALE.

J $0.25 TO HEALTH AND WELFARE AND $0.35 TO PENSION.

K $0.40 TO PENSION AND $1.10 TO WAGES AND/OR FRINGE BENEFITS.

CON-2013-2-INC

STATE OF CALIFORNIA Edmund G. Brown Jr., *Governor*

DEPARTMENT OF INDUSTRIAL RELATIONS
Office of the Director – Research Unit
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

MAILING ADDRESS:
P. O. Box 420603
San Francisco, CA 94142-0603

PREDETERMINED INCREASES FOR

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.

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: # 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.

		Employer Payments				Straight-Time		Overtime Hourly Rate		
CLASSIFICATION (JOURNEYPERSON)	Basic Hourly Rate	Health and Welfare	Pension	Vacation and Holiday	Training	Hours	Total Hourly Rate	Daily 1 1/2X	Saturday[a] 1 1/2X	Sunday and Holiday
Cement Mason	$29.07	8.05	9.30	5.22[b]	0.47	8	52.11	66.645	66.645[c]	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[b]	0.47	8	52.86	67.77	67.77[c]	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.

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

[b] Includes an amount for supplemental dues.

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

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

LOCALITY: ALAMEDA COUNTY

DETERMINATION: ALA-2013-2

		CRAFT (JOURNEY LEVEL)	ISSUE DATE	EXPIRATION DATE	EMPLOYER PAYMENTS: BASIC HOURLY RATE	EMPLOYER PAYMENTS: HEALTH AND WELFARE	EMPLOYER PAYMENTS: PENSION	EMPLOYER PAYMENTS: VACATION/ HOLIDAY	EMPLOYER PAYMENTS: TRAINING	EMPLOYER PAYMENTS: OTHER PAYMENTS	STRAIGHT-TIME: HOURS	STRAIGHT-TIME: TOTAL HOURLY RATE	OVERTIME HOURLY RATE: DAILY	OVERTIME HOURLY RATE: SATURDAY	OVERTIME HOURLY RATE: SUNDAY AND HOLIDAY
#		**BRICKLAYER, BLOCKLAYER:**													
		BRICKLAYER, BLOCKLAYER, STONEMASON	8/22/2013	04/30/2014*	A 37.980	9.690	10.000	B 3.000	0.800	C 1.230	D 8.0	62.700	E 83.190	E 83.190	103.680
		POINTER, CLEANER, CAULKER, WATERPROOFER	8/22/2013	06/30/2014**	A 40.870	9.690	9.500	F -	1.420	0.400	D 8.0	61.880	82.320	G 82.320	102.750
#		**BRICK TENDER**	8/22/2013	04/30/2014*	A 32.130	9.500	9.900	F -	0.340	-	8.0	51.870	H 67.930	H 67.930	84.000
#		**CARPET, LINOLEUM,**													
		SOFT FLOOR LAYER	2/22/2013	12/31/2013**	A 44.820	9.700	7.800	I -	0.530	0.340	8.0	63.190	J 85.600	J 85.600	108.010
		FLOOR COVERING HANDLER AFTER 3 YEARS	2/22/2013	12/31/2013**	A 22.390	9.700	3.910	I -	0.050	0.340	8.0	36.390	J 47.580	J 47.580	58.780
		FLOOR COVERING HANDLER LESS THAN 3 YEARS	2/22/2013	12/31/2013**	A 17.900	9.700	3.120	I -	0.050	0.340	8.0	31.110	J 40.060	J 40.060	49.010
		FLOOR COVERING HANDLER TRAINEE, FIRST 3 MONTHS	2/22/2013	12/31/2013**	A 14.310	9.700	2.500	I -	0.050	0.340	8.0	26.900	J 34.060	J 34.060	41.210
		FLOOR COVERING HANDLER TRAINEE, SECOND 3 MONTHS	2/22/2013	12/31/2013**	A 16.110	9.700	2.810	I -	0.050	0.340	8.0	29.010	J 37.070	J 37.070	45.120
#		**ELECTRICIAN:**													
		COMM & SYSTEM INSTALLER	2/22/2013	11/30/2013**	30.620	8.850	K 4.500	-	1.100	L 0.210	8.0	46.350	M 62.190	M 62.190	78.040
		COMM & SYSTEM TECH.	2/22/2013	11/30/2013**	34.860	8.850	K 4.500	-	1.100	L 0.210	8.0	50.740	M 68.770	M 68.770	86.810
		INSIDE WIREMAN,	8/22/2013	05/31/2014**	47.150	14.910	N 12.120	F -	1.740	O 1.090	8.0	78.420	P 102.960	127.490	127.490
		CABLE SPLICER-WELDER	8/22/2013	05/31/2014**	53.040	14.910	N 12.120	F -	1.740	O 1.150	8.0	84.550	P 112.150	139.740	139.740
#		**FIELD SURVEYOR:**													
	Q	CHIEF OF PARTY	2/22/2013	02/28/2014**	37.090	12.130	R 9.360	S 3.170	0.720	0.160	8.0	62.630	T 81.180	U 81.180	99.720
	Q	INSTRUMENTMAN	2/22/2013	02/28/2014**	34.000	12.130	R 9.360	S 3.170	0.720	0.160	8.0	59.540	T 76.540	U 76.540	93.540
	Q	CHAINMAN/RODMAN	2/22/2013	02/28/2014**	31.120	12.130	R 9.360	S 3.170	0.720	0.160	8.0	56.660	T 72.220	U 72.220	87.780
#		**GLAZIER**	2/22/2013	12/31/2013**	A 41.830	9.700	V 11.390	-	0.500	W 0.380	8.0	63.800	X 84.720	105.630	105.630
#	Y	**MARBLE FINISHER**	8/22/2013	07/31/2014*	Z 28.050	9.690	3.870	I -	0.450	0.530	8.0	42.590	AA 56.610	70.640	70.640
#	Y	**MARBLE MASON**	8/22/2013	07/31/2014*	Z 39.300	9.690	11.990	I -	0.800	0.730	8.0	62.510	AA 82.160	101.810	101.810
#		**PAINTER:**													
		BRUSH AND SPRAY	2/22/2013	12/31/2013**	AB 33.810	9.700	R 10.200	I -	0.410	0.380	D 8.0	54.500	71.400	AC 71.400	88.310
		INDUSTRIAL PAINTER	2/22/2013	12/31/2013**	AB 34.060	9.700	R 10.200	I -	0.410	0.380	D 8.0	54.750	71.780	AC 71.780	88.810
		SANDBLASTER, STEAM CLEANER, WATERBLASTER	2/22/2013	12/31/2013**	AB 34.310	9.700	R 10.200	I -	0.410	0.380	D 8.0	55.000	72.150	AC 72.150	89.310
		EXOTIC MATERIALS	2/22/2013	12/31/2013**	AB 34.560	9.700	R 10.200	I -	0.410	0.380	D 8.0	55.250	72.530	AC 72.530	89.810
		PAPERHANGER/WALLCOVERING	2/22/2013	12/31/2013**	AB 34.810	9.700	R 10.200	I -	0.410	0.380	D 8.0	55.500	72.900	AC 72.900	90.310
		TAPER	2/22/2013	12/31/2013**	AD 40.320	9.700	10.060	AE -	0.360	0.290	8.0	60.730	77.430	D 77.430	AC 94.140
	AF	TAPER CLEAN-UP	2/22/2012	12/31/2012*	AG 16.100	9.700	-	-	-	-	8.0	25.800	33.360	D 33.360	AC 40.920
#		**PLASTERER**	8/22/2013	06/30/2014**	AH 36.080	12.530	10.630	F -	0.950	0.800	D 8.0	60.990	AI 76.460	AI 76.460	91.930
#	AJ	**PLASTER TENDER**	8/22/2013	06/30/2014**	AK 32.400	8.830	12.070	F -	0.340	0.580	8.0	54.220	AL 67.870	AL 67.870	81.520
	AJ	GUN MAN	8/22/2013	06/30/2014**	AK 33.150	8.830	12.070	F -	0.340	0.580	8.0	54.970	AL 69.000	AL 69.000	83.020
#		**PLUMBER:**													
		PLUMBER, PIPEFITTER, STEAMFITTER	8/22/2013	06/30/2014**	A 53.710	AM 16.150	AN 11.340	-	3.700	0.300	8.0	88.200	E 116.810	E 116.810	145.410
		UNDERGROUND UTILITY PIPEFITTER	8/22/2013	06/30/2014*	26.550	4.900	AM 2.950	2.000	0.450	0.600	D 8.0	37.450	50.720	50.720	64.000

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS

PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

LOCALITY: ALAMEDA COUNTY

DETERMINATION: ALA-2013-2

	CRAFT (JOURNEY LEVEL)	ISSUE DATE	EXPIRATION DATE	EMPLOYER PAYMENTS						STRAIGHT-TIME		OVERTIME HOURLY RATE		
				BASIC HOURLY RATE	HEALTH AND WELFARE	PENSION	VACATION/ HOLIDAY	TRAINING	OTHER PAYMENTS	HOURS	TOTAL HOURLY RATE	DAILY	SATURDAY	SUNDAY AND HOLIDAY
	LANDSCAPE PIPEFITTER	8/22/2013	06/30/2014*	26.550	4.900	AM 2.950	2.000	0.450	0.550	D 8.0	37.400	50.670	50.670	63.950
AO	UNDERGROUND UTILITY ASSISTANT JOURNEYMAN	8/22/2013	06/30/2014*	15.550	4.900	AM 2.950	2.000	0.450	0.600	D 8.0	26.450	34.220	34.220	42.000
AO	LANDSCAPE ASSISTANT JOURNEYMAN	8/22/2013	06/30/2014*	15.550	4.900	AM 2.950	2.000	0.450	0.550	D 8.0	26.400	34.180	34.180	41.950
AP	UNDERGROUND UTILITY TRADESMAN	8/22/2013	06/30/2014*	10.850	4.900	AM 2.950	2.000	0.450	0.600	D 8.0	21.750	27.180	27.180	32.600
AQ	LANDSCAPE TRADESMAN I	8/22/2013	06/30/2014*	10.500	4.900	AM -	2.000	0.450	0.550	D 8.0	18.400	23.650	23.650	28.900
AQ	LANDSCAPE TRADESMAN II	8/22/2013	06/30/2014*	10.850	4.900	AM 2.950	2.000	0.450	0.550	D 8.0	21.700	27.130	27.130	32.550
	SPRINKLER FITTER (FIRE PROTECTION AND FIRE CONTROL SYSTEMS)	8/22/2013	07/30/2014*	A 52.420	8.770	15.500	F -	1.100	0.400	8.0	78.190	104.400	104.400	130.610
#	**ROOFER**	8/22/2013	07/31/2014**	30.910	7.940	4.650	3.410	0.570	0.440	D 8.0	47.920	J 63.380	J 63.380	78.830
	BITUMASTIC, ENAMELER, PIPE WRAPPER, COAL TAR PITCH BUILD-UP	8/22/2013	07/31/2014**	32.910	7.940	4.650	3.410	0.570	0.440	D 8.0	49.920	J 66.380	J 66.380	82.830
	MASTIC WORKER, KETTLEMAN	8/22/2013	07/31/2014**	31.160	7.940	4.650	3.410	0.570	0.440	D 8.0	48.170	J 63.750	J 63.750	79.330
#	**SHEET METAL WORKER**	8/22/2013	06/30/2014**	AB 52.800	AR 12.860	AM 20.120	F -	1.210	1.150	8.0	88.140	AS 114.540	AS 114.540	140.940
	TOTAL SHEET METAL CONTRACT OF $200,000 OR LESS	8/22/2013	06/30/2014**	AB 46.730	AR 12.860	AM 19.510	F -	1.210	1.150	8.0	81.460	AS 104.820	AS 104.820	128.190
	SERVICE MECHANIC (TOTAL SHEET METAL CONTRACT OF $200,000 OR LESS)	8/22/2013	06/30/2014**	AB 34.010	AT 12.490	AM 12.440	F -	1.210	1.150	8.0	61.300	AU 78.300	AU 78.300	95.310
	SERVICE TECHNICIAN (TOTAL SHEET METAL CONTRACT OF $200,000 OR LESS)	8/22/2013	06/30/2014**	AB 29.830	AT 12.490	AM 8.550	F -	1.210	1.150	8.0	53.230	AU 68.140	AU 68.140	83.060
	AIR CONDITIONING SPECIALIST (TOTAL SHEET METAL CONTRACT OF $200,000 OR LESS)	8/22/2013	06/30/2014**	AB 26.680	AT 12.490	AM 3.610	F -	1.190	1.150	8.0	45.120	AS 58.460	AS 58.460	71.800
	AIR CONDITIONING JOURNEYMAN (TOTAL SHEET METAL CONTRACT OF $200,000 OR LESS)	8/22/2013	06/30/2014**	AB 31.400	AR 12.510	AM 8.350	F -	1.190	1.150	8.0	54.600	AS 70.300	AS 70.300	86.000
	METAL DECK & SIDING	8/22/2013	09/30/2013*	AB 33.110	13.280	16.400	F -	AV 0.300	-	8.0	63.090	AS 79.650	AS 79.650	96.200
#	**TERRAZZO FINISHER**	8/22/2013	06/30/2014*	AD 33.150	8.530	4.600	F -	0.800	0.790	8.0	47.870	AS 62.370	AS 62.370	76.860
#	**TERRAZZO WORKER**	8/22/2013	06/30/2014*	AD 39.950	9.690	13.900	F -	0.800	0.960	8.0	65.300	AS 82.630	AS 82.630	99.960
#	**TILE FINISHER**	8/22/2013	03/31/2014**	AW 21.310	8.530	3.420	0.700	0.400	0.880	8.0	35.240	45.900	D 45.900	56.550
	RED CIRCLED FINISHER	8/22/2013	03/31/2014**	AW 27.000	8.530	3.650	1.300	0.300	0.890	8.0	41.670	55.170	D 55.170	68.670
#	**TILE SETTER**	8/22/2013	03/31/2014**	AW 37.070	8.530	4.650	2.350	0.590	1.370	8.0	54.560	73.100	D 73.100	91.630
	WATER WELL DRILLER	8/22/1998	12/31/1998*	12.700	3.200	0.780	AX 0.630	-	-	8.0	17.310	AY 23.660	AY 23.660	AY 23.660
	PUMP INSTALLER	8/22/1998	12/31/1998*	12.700	3.200	0.780	AX 0.630	-	-	8.0	17.310	AY 23.660	AY 23.660	AY 23.660
	HELPER	8/22/1998	12/31/1998*	10.380	3.200	0.780	AZ 0.520	-	-	8.0	14.880	AY 20.070	AY 20.070	AY 20.070

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*	EFFECTIVE UNTIL SUPERSEDED BY A NEW DETERMINATION ISSUED BY THE DIRECTOR OF INDUSTRIAL RELATIONS. CONTACT THE OFFICE OF THE DIRECTOR – RESEARCH UNIT AT (415) 703-4774 FOR THE NEW RATES AFTER TEN DAYS AFTER THE EXPIRATION DATE IF NO SUBSEQUENT DETERMINATION IS ISSUED.
**	THE RATE TO BE PAID FOR WORK PERFORMED AFTER THIS DATE HAS BEEN DETERMINED. IF WORK WILL EXTEND PAST THIS DATE, THE NEW RATE MUST BE PAID AND SHOULD BE INCORPORATED IN CONTRACTS ENTERED INTO NOW. CONTACT THE OFFICE OF THE DIRECTOR – RESEARCH UNIT FOR SPECIFIC RATES AT (415) 703-4774.
#	INDICATES AN APPRENTICEABLE CRAFT. THE CURRENT APPRENTICE WAGE RATES ARE AVAILABLE ON THE INTERNET @ HTTP://WWW.DIR.CA.GOV/OPRL/PWAPPWAGE/PWAPPWAGESTART.ASP. TO OBTAIN ANY APPRENTICE WAGE RATES AS OF JULY 1, 2008 AND PRIOR TO SEPTEMBER 27, 2012, PLEASE CONTACT THE DIVISION OF APPRENTICESHIP STANDARDS OR REFER TO THE DIVISION OF APPRENTICESHIP STANDARDS' WEBSITE AT HTTP://WWW.DIR.CA.GOV/DAS/DAS.HTML.
&	THE BASIC HOURLY RATE AND EMPLOYER PAYMENTS ARE NOT TAKEN FROM A COLLECTIVE BARGAINING AGREEMENT FOR THIS CRAFT OR CLASSIFICATION.
A	INCLUDES AMOUNT WITHHELD FOR DUES CHECK OFF.
C	INCLUDES AMOUNT FOR INDUSTRY PROMOTION FUND, INTERNATIONAL MASONRY INSTITUTE (IMI), AND LABOR MANAGEMENT COOPERATION COMMITTEE (LMCC)
D	SATURDAYS IN THE SAME WORK WEEK MAY BE WORKED AT STRAIGHT-TIME IF JOB IS SHUT DOWN DURING THE NORMAL WORKWEEK DUE TO INCLEMENT WEATHER.
E	RATE APPLIES TO THE FIRST 2 DAILY OVERTIME HOURS AND THE FIRST 10 HOURS ON SATURDAY; ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME HOURLY RATE.
F	INCLUDED IN STRAIGHT-TIME HOURLY RATE.
G	RATE APPLIES TO THE FIRST 10 HOURS WORKED ON SATURDAY. ALL OTHER HOURS ARE PAID AT THE SUNDAY/HOLIDAY RATE.
H	RATE APPLIES TO THE FIRST 2 DAILY OVERTIME HOURS AND THE FIRST 8 HOURS ON SATURDAY ONLY. ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME HOURLY RATE. SATURDAYS IN THE SAME WORK WEEK MAY BE WORKED AT STRAIGHT-TIME IF JOB IS SHUT DOWN DURING THE NORMAL WORKWEEK DUE TO INCLEMENT WEATHER.
I	INCLUDED IN BASIC HOURLY RATE.
J	RATE APPLIES TO THE FIRST 4 DAILY OVERTIME HOURS AND THE FIRST 12 HOURS WORKED ON SATURDAY; ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME HOURLY RATE.
K	IN ADDITION, AN AMOUNT EQUAL TO 3% OF THE BASIC HOURLY RATE IS ADDED TO THE TOTAL HOURLY RATE AND OVERTIME HOURLY RATES FOR THE NATIONAL EMPLOYEES BENEFIT BOARD.
L	IN ADDITION, AN AMOUNT EQUAL TO 0.5% OF THE BASIC HOURLY RATE, WHICH IS FACTORED AT THE APPLICABLE OVERTIME MULTIPLIER, IS ADDED TO THE TOTAL HOURLY RATE AND OVERTIME HOURLY RATES.
M	RATE APPLIES TO THE FIRST 4 DAILY OVERTIME HOURS AND THE FIRST 8 HOURS WORKED ON SATURDAY. ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME RATE.
N	IN ADDITION, AN AMOUNT EQUAL TO 3% OF THE BASIC HOURLY RATE IS ADDED TO THE TOTAL HOURLY RATE AND OVERTIME HOURLY RATES FOR THE NATIONAL EMPLOYEES BENEFIT BOARD. PURSUANT TO LABOR CODE SECTIONS 1773.1 AND 1773.8, THE AMOUNT PAID FOR THIS EMPLOYER PAYMENT MAY VARY RESULTING IN A LOWER TAXABLE BASIC HOURLY WAGE RATE, BUT THE TOTAL HOURLY RATES FOR STRAIGHT TIME AND OVERTIME MAY NOT BE LESS THAN THE GENERAL PREVAILING RATE OF PER DIEM WAGES.
O	INCLUDES AN AMOUNT (1.05% OF THE BASIC HOURLY RATE) FOR THE CONTRACT ADMINISTRATION FUND, WHICH IS FACTORED AT THE APPLICABLE OVERTIME MULTIPLIER.
P	THIS APPLIES TO DAILY OVERTIME RATE FOR THE FIRST SHIFT IN A MULTISHIFT OPERATION AND THE FIRST 2 HOURS OF DAILY OVERTIME FOR NON-SHIFT WORK. ALL OTHER NON-SHIFT WORK IS PAID AT THE SATURDAY, SUNDAY AND HOLIDAY RATE.
Q	ALL CREWS, WITHOUT CONSIDERATION TO THE NUMBER OF INDIVIDUALS IN THE CREW, SHALL INCLUDE A CHIEF OF PARTY. A CREW CONSISTS OF ONE (1) OR MORE EMPLOYEES PERFORMING FIELD AND CONSTRUCTION SURVEY WORK.
R	INCLUDES AN AMOUNT PER HOUR WORKED FOR ANNUITY TRUST FUND.
S	INCLUDES AN AMOUNT PER HOUR WORKED FOR SUPPLEMENTAL DUES.
T	RATE APPLIES TO THE FIRST 4 DAILY OVERTIME HOURS, MONDAY THROUGH FRIDAY. ALL OTHER OVERTIME IS PAID AT THE SUNDAY/HOLIDAY RATE.
U	RATE APPLIES TO THE FIRST 12 OVERTIME HOURS WORKED. ALL OTHER OVERTIME IS PAID AT THE SUNDAY/HOLIDAY RATE. IN THE EVENT IT IS NOT REASONABLY POSSIBLE TO COMPLETE 40 HOURS OF WORK ON AN 8 HOUR DAY, MONDAY THROUGH FRIDAY, THEN THE BALANCE OF THE 40 HOURS, UP TO 8 HOURS, MAY BE WORKED ON SATURDAY AT THE STRAIGHT-TIME RATE.
V	INCLUDES AN AMOUNT PER HOUR WORKED FOR IUPAT, IARP, AND RETIREE PENSION.
W	INCLUDES AMOUNTS FOR INDUSTRY FUND, WORK PRESERVATION FUND, AND LABOR MANAGEMENT COOPERATION INITIATIVE
X	RATE APPLIES TO THE FIRST 2 DAILY OVERTIME HOURS AND FIRST 8 HOURS WORKED ON DESIGNATED DAYS OFF; ALL OTHER TIME IS PAID AT THE SATURDAY, SUNDAY AND HOLIDAY OVERTIME RATE.
Y	EMPLOYEES WORKING ON ANY SUSPENDED PLATFORM/SCAFFOLD SHALL BE PAID AN ADDITIONAL $15.00 PER DAY ABOVE THE WAGE RATE.
Z	INCLUDES AN AMOUNT FOR DUES CHECK-OFF AND VACATION/HOLIDAY WHICH ARE FACTORED INTO OVERTIME RATES.
AA	RATE APPLIES TO FIRST 2 OVERTIME HOURS MONDAY THROUGH FRIDAY; ALL OTHER OVERTIME IS PAID AT THE DOUBLE TIME RATE.
AB	INCLUDES AMOUNT FOR VAC/HOL AND DUES CHECK OFF.
AC	DESIGNATED DAYS OFF SHALL BE PAID AT THE SATURDAY OVERTIME RATE; PLEASE REFER TO THE HOLIDAY PROVISIONS FOR A LIST OF DESIGNATED DAYS OFF.
AD	INCLUDES AN AMOUNT FOR VACATION/DUES CHECK OFF WHICH IS NOT FACTORED IN THE OVERTIME RATES.
AE	INCLUDED IN STRAIGHT-TIME HOURLY RATE WHICH IS NOT FACTORED IN THE OVERTIME RATES.
AF	PLEASE NOTE THAT THE TAPER CLEAN-UP APPLIES ONLY TO THE TAPER CLASSIFICATION.
AG	INCLUDES AN AMOUNT WITHHELD FOR DUES CHECK OFF WHICH IS NOT FACTORED IN OVERTIME AND HOLIDAY WAGE RATES.

AH INCLUDE AMOUNTS WITHHELD FOR DUES CHECK OFF AND VACATION WHICH IS NOT FACTORED INTO OVERTIME. EMPLOYEES OPERATING AND WORKING BEHIND PLASTER GUNS SHALL RECEIVE AN ADDITIONAL $5.00 PER DAY ABOVE THE WAGE RATE. EMPLOYEES WORKING ON AN EXTERIOR SUSPENDED SCAFFOLD SHALL BE PAID AN ADDITIONAL $10.00 PER DAY ABOVE THE WAGE RATE.

AI RATE APPLIES TO THE FIRST 4 OVERTIME HOURS MONDAY THROUGH FRIDAY AND THE FIRST 8 HOURS WORKED ON SATURDAYS AND DESIGNATED DAYS OFF. ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME RATE.

AJ ALL HOD CARRIERS WORKING ON THE HOSE SHALL RECEIVE $5.00 PER DAY OVER SCALE.

AK INCLUDES AN AMOUNT FOR VACATION, DUES CHECK-OFF AND ORGANIZING DUES WHICH ARE NOT FACTORED INTO OVERTIME.

AL RATE APPLIES TO THE FIRST 4 OVERTIME HOURS MONDAY THROUGH FRIDAY AND THE FIRST 8 HOURS WORKED ON SATURDAY. ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME RATE.

AM PURSUANT TO LABOR CODE SECTIONS 1773.1 AND 1773.8, THE AMOUNT PAID FOR THIS EMPLOYER PAYMENT MAY VARY RESULTING IN A LOWER TAXABLE BASIC HOURLY WAGE RATE, BUT THE TOTAL HOURLY RATES FOR STRAIGHT TIME AND OVERTIME MAY NOT BE LESS THAN THE GENERAL PREVAILING RATE OF PER DIEM WAGES.

AN IN ADDITION, AN AMOUNT OF $3.00 FOR 401A SUPPLEMENTAL PENSION, WHICH IS FACTORED AT THE APPLICABLE OVERTIME MULTIPLIER, IS ADDED TO THE TOTAL HOURLY RATE AND OVERTIME HOURLY RATE. PURSUANT TO LABOR CODE SECTIONS 1773.1 AND 1773.8, THE AMOUNT PAID FOR THIS EMPLOYER PAYMENT MAY VARY RESULTING IN A LOWER TAXABLE BASIC HOURLY WAGE RATE, BUT THE TOTAL HOURLY RATES FOR STRAIGHT TIME AND OVERTIME MAY NOT BE LESS THAN THE GENERAL PREVAILING RATE OF PER DIEM WAGES.

AO THERE MUST BE AT LEAST ONE JOURNEYMAN PIPEFITTER PER CONTRACTOR ON EACH JOBSITE.

AP THERE SHALL BE NO MORE THAN THREE TRADESMEN TO EVERY TWO JOURNEYMAN PIPEFITTER/ASSISTANT JOURNEYMAN PIPEFITTER COMBINATION EMPLOYED PER CONTRACTOR ON EACH JOBSITE.

AQ THERE SHALL BE NO MORE THAN FOUR TRADESMEN TO EVERY TWO JOURNEYMAN PIPEFITTER/ASSISTANT JOURNEYMAN PIPEFITTER COMBINATION EMPLOYED PER CONTRACTOR ON EACH JOBSITE. MAINTENANCE WORK, BOTH DURING AND AFTER THE PLANT ESTABLISHMENT PERIOD, MAY BE PERFORMED BY LANDSCAPE TRADESMEN WITHOUT THE SUPERVISION OF A JOURNEYMAN PIPEFITTER.

AR INCLUDES SMOHIT AND SHC. EFFECTIVE 1/1/2013, PURSUANT TO LABOR CODE SECTIONS 1773.1 AND 1773.8, THE AMOUNT PAID FOR THIS EMPLOYER PAYMENT MAY VARY RESULTING IN A LOWER TAXABLE BASIC HOURLY WAGE RATE, BUT THE TOTAL HOURLY RATES FOR STRAIGHT TIME AND OVERTIME MAY NOT BE LESS THAN THE GENERAL PREVAILING RATE OF PER DIEM WAGES.

AS RATE APPLIES TO THE FIRST 2 DAILY OVERTIME HOURS AND THE FIRST 8 HOURS ON SATURDAY ONLY; ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME HOURLY RATE.

AT INCLUDES SHC. EFFECTIVE 1/1/2013, PURSUANT TO LABOR CODE SECTIONS 1773.1 AND 1773.8, THE AMOUNT PAID FOR THIS EMPLOYER PAYMENT MAY VARY RESULTING IN A LOWER TAXABLE BASIC HOURLY WAGE RATE, BUT THE TOTAL HOURLY RATES FOR STRAIGHT TIME AND OVERTIME MAY NOT BE LESS THAN THE GENERAL PREVAILING RATE OF PER DIEM WAGES.

AU RATE APPLIES TO FIRST 4 DAILY OVERTIME HOURS AND THE FIRST 8 HOURS WORKED ON SATURDAY DURING THE EMPLOYEES NORMAL WORKING HOURS. ALL OTHER OVERTIME HOURS SHALL BE PAID AT THE SUNDAY AND HOLIDAY DOUBLE TIME RATE.

AV INCLUDES $0.03 FOR SCHOLAR FUND.

AW INCLUDES AMOUNT WITHHELD FOR DUES CHECK OFF, WHICH IS FACTORED IN THE OVERTIME RATES. ANY EMPLOYEE WORKING UNDERGROUND SHALL RECEIVE $1.00 PER HOUR IN ADDITION TO REGULAR WAGES.

AX RATE APPLIES TO FIRST YEAR OF EMPLOYMENT ONLY; $0.88 AFTER 2 YEARS OF EMPLOYMENT.

AY RATE APPLIES TO ALL TIME WORKED IN EXCESS OF 8 HOURS PER DAY OR 40 HOURS PER WEEK AND FOR ALL HOURS ON SUNDAYS AND HOLIDAYS. RATE DOES NOT INCLUDE ANY ADDITIONAL AMOUNT THAT MAY BE REQUIRED FOR VACATION/HOLIDAY PAYMENT.

AZ RATE APPLIES TO FIRST YEAR OF EMPLOYMENT ONLY; $0.72 AFTER 2 YEARS OF EMPLOYMENT.

RECOGNIZED HOLIDAYS: HOLIDAYS UPON WHICH THE GENERAL PREVAILING HOURLY WAGE RATE FOR HOLIDAY WORK SHALL BE PAID, SHALL BE ALL HOLIDAYS IN THE COLLECTIVE BARGAINING AGREEMENT, APPLICABLE TO THE PARTICULAR CRAFT, CLASSIFICATION, OR TYPE OF WORKER EMPLOYED ON THE PROJECT, WHICH IS ON FILE WITH THE DIRECTOR OF INDUSTRIAL RELATIONS. IF THE PREVAILING RATE IS NOT BASED ON A COLLECTIVELY BARGAINED RATE, THE HOLIDAYS UPON WHICH THE PREVAILING RATE SHALL BE PAID SHALL BE AS PROVIDED IN SECTION 6700 OF THE GOVERNMENT CODE. YOU MAY OBTAIN THE HOLIDAY PROVISIONS FOR THE CURRENT DETERMINATIONS ON THE INTERNET AT HTTP://WWW.DIR.CA.GOV/OPRL/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 @ HTTP://WWW.DIR.CA.GOV/OPRL/PWD. TRAVEL AND/OR SUBSISTENCE REQUIREMENTS FOR CURRENT OR SUPERSEDED DETERMINATIONS MAY BE OBTAINED FROM THE OFFICE OF THE DIRECTOR - RESEARCH UNIT AT (415) 703-4774.

ALA-2013-2 DETERMINATION

GENERAL PREVAILING WAGE DETERMINATION MADE AY THE DIRECTOR OF INDUSTRIAL RELATIONS

PURSUANT TO CALIFORNIA LAAOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

FOR COMMERCIAL AUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

LOCALITY: ALAMEDA COUNTY

DETERMINATION: ALA-2013-2

	CRAFT (JOURNEY LEVEL)	ISSUE DATE	EXPIRATION DATE	INCREASE 1		INCREASE 2		INCREASE 3		INCREASE 4		INCREASE 5		INCREASE 6		INCREASE 7	
				DATE OF NEXT CHANGE	AMOUNT OF INCREASE	DATE OF NEXT CHANGE	AMOUNT OF INCREASE	DATE OF NEXT CHANGE	AMOUNT OF INCREASE	DATE OF NEXT CHANGE	AMOUNT OF INCREASE	DATE OF NEXT CHANGE	AMOUNT OF INCREASE	DATE OF NEXT CHANGE	AMOUNT OF INCREASE	DATE OF NEXT CHANGE	AMOUN OF INCREA
	BRICKLAYER, BLOCKLAYER:																
	POINTER, CLEANER, CAULKER, WATERPROOFER	8/22/2013	06/30/2014**	7/1/2014	$2.25 A												
	CARPET, LINOLEUM,																
	SOFT FLOOR LAYER	2/22/2013	12/31/2013**	1/1/2014	$0.25 B												
	FLOOR COVERING HANDLER AFTER 3 YEARS	2/22/2013	12/31/2013**	1/1/2014	$0.13 C												
	FLOOR COVERING HANDLER LESS THAN 3 YEARS	2/22/2013	12/31/2013**	1/1/2014	$0.10 D												
	FLOOR COVERING HANDLER TRAINEE, FIRST 3 MONTHS	2/22/2013	12/31/2013**	1/1/2014	$0.08 E												
	FLOOR COVERING HANDLER TRAINEE, SECOND 3 MONTHS	2/22/2013	12/31/2013**	1/1/2014	$0.09 F												
	ELECTRICIAN:																
	COMM & SYSTEM INSTALLER	2/22/2013	11/30/2013**	12/1/2013	$1.55 A												
	COMM & SYSTEM TECH.	2/22/2013	11/30/2013**	12/1/2013	$1.55 A												
	INSIDE WIREMAN,	8/22/2013	05/31/2014**	6/1/2014	$3.00 A	6/1/2015	$3.25 A										
	CABLE SPLICER-WELDER	8/22/2013	05/31/2014**	6/1/2014	$3.00 A	6/1/2015	$3.25 A										
	FIELD SURVEYOR:																
G	CHIEF OF PARTY	2/22/2013	02/28/2014**	3/1/2014	$1.45 A												
G	INSTRUMENTMAN	2/22/2013	02/28/2014**	3/1/2014	$1.45 A												
G	CHAINMAN/RODMAN	2/22/2013	02/28/2014**	3/1/2014	$1.45 A												
	GLAZIER	2/22/2013	12/31/2013**	1/1/2014	$1.50 A												
	PAINTER:																
	BRUSH AND SPRAY	2/22/2013	12/31/2013**	1/1/2014	$1.50 A												
	INDUSTRIAL PAINTER	2/22/2013	12/31/2013**	1/1/2014	$1.50 A												
	SANDBLASTER, STEAM CLEANER, WATERBLASTER	2/22/2013	12/31/2013**	1/1/2014	$1.50 A												
	EXOTIC MATERIALS	2/22/2013	12/31/2013**	1/1/2014	$1.50 A												
	PAPERHANGER/WALLCOVERING	2/22/2013	12/31/2013**	1/1/2014	$1.50 A												
	TAPER	2/22/2013	12/31/2013**	1/1/2014	$0.48 H												
	PLASTERER	8/22/2013	06/30/2014**	7/1/2014	$1.60 A	7/1/2015	$1.70 A	7/1/2016	$1.70 A								
I	**PLASTER TENDER**	8/22/2013	06/30/2014**	7/1/2014	$0.60 J	7/1/2015	$0.60 J										
I	GUN MAN	8/22/2013	06/30/2014**	7/1/2014	$0.60 J	7/1/2015	$0.60 J										
	PLUMBER:																
	PLUMBER, PIPEFITTER, STEAMFITTER	8/22/2013	06/30/2014**	7/1/2014	$2.90 A												
	ROOFER	8/22/2013	07/31/2014**	8/1/2014	$1.50 K												
	BITUMASTIC, ENAMELER, PIPE WRAPPER, COAL TAR PITCH BUILD-UP	8/22/2013	07/31/2014**	8/1/2014	$1.50 K												
	MASTIC WORKER, KETTLEMAN	8/22/2013	07/31/2014**	8/1/2014	$1.50 K												
	SHEET METAL WORKER	8/22/2013	06/30/2014**	7/1/2014	$3.50 A												

GENERAL PREVAILING WAGE DETERMINATION MADE AY THE DIRECTOR OF INDUSTRIAL RELATIONS

PURSUANT TO CALIFORNIA LAAOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

FOR COMMERCIAL AUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

LOCALITY: ALAMEDA COUNTY

DETERMINATION: ALA-2013-2

CRAFT (JOURNEY LEVEL)	ISSUE DATE	EXPIRATION DATE	INCREASE 1		INCREASE 2		INCREASE 3		INCREASE 4		INCREASE 5		INCREASE 6		INCREASE 7	
			DATE OF NEXT CHANGE	AMOUNT OF INCREASE	DATE OF NEXT CHANGE	AMOUNT OF INCREASE	DATE OF NEXT CHANGE	AMOUNT OF INCREASE	DATE OF NEXT CHANGE	AMOUNT OF INCREASE	DATE OF NEXT CHANGE	AMOUNT OF INCREASE	DATE OF NEXT CHANGE	AMOUNT OF INCREASE	DATE OF NEXT CHANGE	AMOUN OF INCREA
TOTAL SHEET METAL CONTRACT OF $200,000 OR LESS	8/22/2013	06/30/2014**	7/1/2014	$3.50 A												
SERVICE MECHANIC (TOTAL SHEET METAL CONTRACT OF $200,000 OR LESS)	8/22/2013	06/30/2014**	7/1/2014	$2.65 A												
SERVICE TECHNICIAN (TOTAL SHEET METAL CONTRACT OF $200,000 OR LESS)	8/22/2013	06/30/2014**	7/1/2014	$2.30 A												
AIR CONDITIONING SPECIALIST (TOTAL SHEET METAL CONTRACT OF $200,000 OR LESS)	8/22/2013	06/30/2014**	7/1/2014	$2.00 A												
AIR CONDITIONING JOURNEYMAN (TOTAL SHEET METAL CONTRACT OF $200,000 OR LESS)	8/22/2013	06/30/2014**	7/1/2014	$2.35 A												
TILE FINISHER	8/22/2013	03/31/2014**	4/1/2014	$0.98 A	4/1/2015	$1.14 A										
RED CIRCLED FINISHER	8/22/2013	03/31/2014**	4/1/2014	$0.98 A	4/1/2015	$1.14 A										
TILE SETTER	8/22/2013	03/31/2014**	4/1/2014	$1.50 A	4/1/2015	$1.75 A										

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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

LOCALITY: ALAMEDA COUNTY

DETERMINATION: ALA-2013-2

A THE PREDETERMINED INCREASE SHOWN IS TO BE ALLOCATED TO WAGES AND/OR EMPLOYER PAYMENTS. PLEASE CONTACT THE OFFICE OF THE DIRECTOR - RESEARCH UNIT AT (415

B $0.25 TO PENSION

C $0.13 TO PENSION.

D $0.10 TO PENSION.

E $0.08 TO PENSION.

F $0.09 TO PENSION.

G ALL CREWS, WITHOUT CONSIDERATION TO THE NUMBER OF INDIVIDUALS IN THE CREW, SHALL INCLUDE A CHIEF OF PARTY. A CREW CONSISTS OF ONE (1) OR MORE EMPLOYEES PER

H $0.48 TO PENSION.

I ALL HOD CARRIERS WORKING ON THE HOSE SHALL RECEIVE $5.00 PER DAY OVER SCALE.

J $0.25 TO HEALTH AND WELFARE AND $0.35 TO PENSION.

K $0.40 TO PENSION AND $1.10 TO WAGES AND/OR FRINGE BENEFITS.

ALA-2013-2 INC

Addendum No. 3, Appendix 2

RFP Appendix 1 Reference 2-A, Tolling Location Details

QUANTITIES BY CORRIDOR					
Project/Facility	**Estimated Read Points**	**Estimated VTMS Points**	**Estimated CCTV Points**	**Estimated TMS Points**	**Estimated Backhaul Hub Points**
I-680	27	19	19	27	2
I-880	48	33	31	48	3
SR 84	2	1	4	2	1
SR 92	3	2	4	3	1
I-80	20	14	12	20	2
TOTALS =	**100**	**69**	**70**	**100**	**9**

Addendum No. 3, Appendix 3

RFP Appendix 1, Attachment B, Schedule & Project Milestone Dates, pages 2-6

1. All Monthly Progress Report(s) for reporting periods that end prior to this Milestone's guaranteed date;

2. All monthly Approved Project Schedules per Section 1.3.5 of Attachment A-2, Implementation Requirements; and

3. All monthly Bill of Materials Tracking Reports per Section 4.5 of Attachment A-2, Implementation Requirements.

Table 1: Implementation Payment Milestones

#	Milestone Name	Qualifying Event	Guaranteed Completion Date
Milestone Series 1: Program Development			
1-1	Project Initiation*	Project Management Plan (PMP) Critical Path Method Schedule Updated Subcontractor Management Plan Project Initiation Conference Quality Management Plan (QMP) Project Communications Plan Safety Plan	~~7/31/14~~***9/4/14***
1-2	Requirements Refinement	Document Requirements Trace Matrix Updated System Design Work Plan Software Development Plan (SDP) Security Plan	*TSI Scheduled Date*
1-3	Preliminary Design Approval	Preliminary Design Document Updated Requirements Trace Matrix Functional Demonstration Plan OmniAir Certification Services' ISO 18000-6C Certification Report	~~12/18/14~~***1/23/15***
1-4	Critical Design Approval	System Design Document (SDD) Updated Requirements Traceability Matrix	~~3/12/15~~***4/17/15***
1-5	Other Plans	Master Test Plan FAT Detailed Test Plan Master Installation & Cutover Plan Disaster Recovery Plan	*TSI Schedule Date: Minimum of 30 days prior to the commencement of FAT*
1-6	Factory Acceptance Test (FAT)	FAT Test Report	~~7/16/15~~***8/21/15***
Milestone Series 2: I-680 (First) Corridor Deployment			
2-1	I-680 Installation Readiness*	OFIT Detailed Test Plan Communications End-to-End Test Plan I-680 Installation & Cutover Plan Installation Drawings Traffic Control Plan VTMS Installation Report Any Applicable Permits or Licenses	~~8/13/15~~***9/18/15***

#	Milestone Name	Qualifying Event	Guaranteed Completion Date
2-2	Onsite First Installation Test (OFIT)	Site Commissioning Test Plan Zone Detailed Test Plan OFIT Test Report Communications End-to-End Test Report	~~10/8/15~~***11/13/15***
2-3	Disaster Recovery Installation	Installation Plan Installation Drawings Traffic Control Plan Disaster Recovery Detailed Test Plan	*TSI Scheduled Date Minimum of 10 days prior to Tolling Commencement*
2-4	I-680 Site Commissioning Tests 1 through 5	Site Commissioning Test Reports	*TSI Scheduled Date*
2-5	I-680 Site Commissioning Tests 6 through 10	Site Commissioning Test Reports	*TSI Scheduled Date*
2-6	I-680 Site Commissioning Tests 11 through 15	Site Commissioning Test Reports	*TSI Scheduled Date*
2-7	I-680 Remaining Site Commissioning Tests and End-to-end Test	All Site Commissioning Test Reports Zone Test Report Full Corridor Detailed Test Plan Full Corridor Test Report Disaster Recovery Test Report End-to-end Detailed Test Plan End-to-end Test Report Operations Test Plan Maintenance Plan	*TSI Scheduled Date: Minimum of 10 days prior to Tolling Commencement*
2-8	Training	User Manuals Maintenance Manuals Training Manuals and Completion of Training Courses	*TSI Scheduled Date: Minimum of 10 days prior to Tolling Commencement*
2-9	I-680 Tolling Commencement		~~3/17/16~~***4/22/16***
2-10	Operations Test	Operations Test Report As-Built Installation Drawings As-Built System Design Document Host Software Source Code and Documentation	*TSI Scheduled Date: Maximum of 60 days after Tolling Commencement*
Milestone Series 3: I-880 Corridor Deployment (In combination with SR 92 San Mateo Bridge Approach and SR 84 Dumbarton Bridge Approach)			
3-1	I-880 Installation Readiness*	Incremental Design (shop drawings, etc; site specific changes from baseline design approval) I-880 Installation & Cutover Plan Installation Drawings Traffic Control Plan Any Applicable Permits or Licenses	3/31/16
3-2	Incremental &	Incremental Detailed Test Plan	*TSI Scheduled Date*

#	Milestone Name	Qualifying Event	Guaranteed Completion Date
	Regression Test	Incremental Test Report Regression Test Report Updated Site Commissioning Test Plan	
3-3	I-880 Site Commissioning Tests 1 through 5	Site Commissioning Test Reports	*TSI Scheduled Date*
3-4	I-880 Site Commissioning Tests 6 through 10	Site Commissioning Test Reports	*TSI Scheduled Date*
3-5	I-880 Site Commissioning Tests 11 through 15	Site Commissioning Test Reports	*TSI Scheduled Date*
3-6	I-880 Site Commissioning Tests 16 through 20	Site Commissioning Test Reports	*TSI Scheduled Date*
3-7	I-880 Site Commissioning Tests 21 through 25	Site Commissioning Test Reports	*TSI Scheduled Date*
3-8	I-880 Site Commissioning Tests 26 through 30	Site Commissioning Test Reports	*TSI Scheduled Date*
3-9	I-880 Site Commissioning Tests 31 through 35	Site Commissioning Test Reports	*TSI Scheduled Date*
3-10	I-880 Site Commissioning Tests 36 through 40	Site Commissioning Test Reports	*TSI Scheduled Date*
3-11	I-880 Site Commissioning Tests 41 through 45	Site Commissioning Test Reports	*TSI Scheduled Date*
3-12	I-880 Remaining Site Commissioning Tests and End-to-end Test	All Site Commissioning Test Reports Full Corridor Detailed Test Plan Full Corridor Test Report Updated Operations Test Procedures Completion of Additional Training or Documentation Updates including User Manuals	*TSI Scheduled Date: Minimum of 10 days prior to Tolling Commencement*
3-13	I-880 Tolling Commencement		3/16/17
3-14	I-880 Operations Testing	As-Built Installation Drawings As-Built System Design Document Operations Test Report Host Software Source Code and Documentation	*TSI Scheduled Date: Maximum of 30 days after Tolling Commencement*
Milestone Series 4: I-80 Corridor Deployment			
4-1	I-80 Installation Readiness*	Incremental Design (shop drawings, etc; site specific changes from baseline design	3/16/17

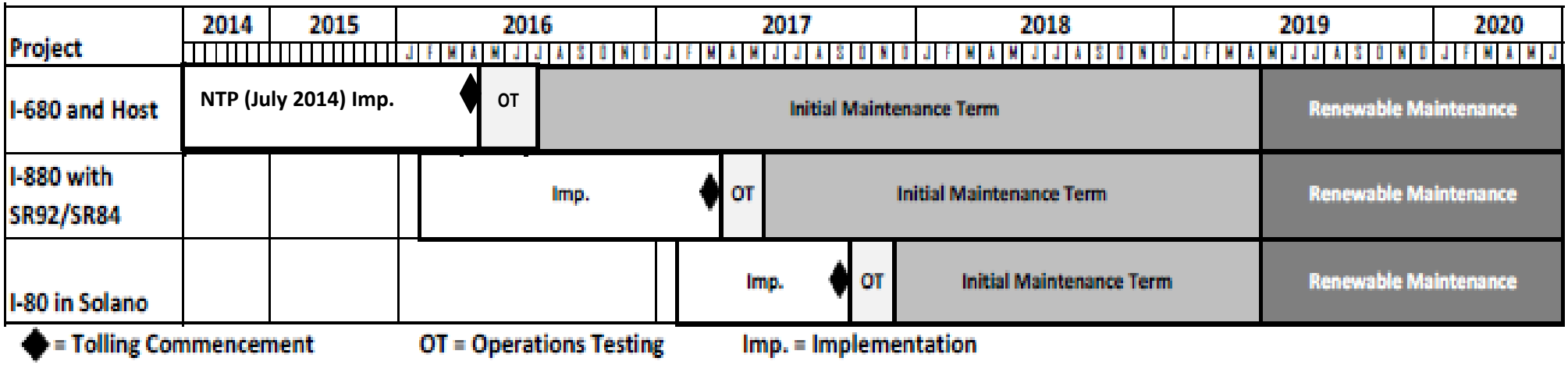
#	Milestone Name	Qualifying Event	Guaranteed Completion Date
		approval) I-80 Installation & Cutover Plan Installation Drawings Traffic Control Plan Any Applicable Permits or Licenses	
4-2	Incremental & Regression Test	Incremental Detailed Test Plan Incremental Test Report Regression Test Report Updated Site Commissioning Test Plan	*TSI Scheduled Date*
4-3	I-80 Site Commissioning Tests 1 through 5	Site Commissioning Test Reports	*TSI Scheduled Date*
4-4	I-80 Site Commissioning Tests 6 through 10	Site Commissioning Test Reports	*TSI Scheduled Date*
4-5	I-80 Site Commissioning Tests 11 through 15	Site Commissioning Test Reports	*TSI Scheduled Date*
4-6	I-80 End-to-end Test	All Site Commissioning Test Reports Full Corridor Detailed Test Plan Full Corridor Test Report Updated Operations Test Procedures Completion of Additional Training or Documentation Updates including User Manuals	*TSI Scheduled Date: Minimum of 10 days prior to Tolling Commencement*
4-7	I-80 Tolling Commencement		9/21/17
4-8	I-80 Operations Testing	As-Built Installation Drawings As-Built System Design Document Operations Test Report Host Software Source Code and Documentation	*TSI Scheduled Date: Maximum of 30 days after Tolling Commencement*
Milestone Series 5: Phase 1 Express Lane Network System Acceptance			
5-1	System Acceptance	Completion Certification for all Contractual Deliverables and Milestones All project documentation specified in the Agreement Host Software Source Code and Documentation	4/30/18

* Notice to proceed (NTP) from BAIFA is required for the TSI to commence work on this Milestone.

5. Monthly Maintenance

The TSI shall provide maintenance on a monthly basis in accordance with Attachment A-3, Maintenance and Warranty Requirements. The maintenance period for each Corridor shall commence with the approval of the Operations Testing Implementation Payment Milestone.

Figure 1: Corridor Phasing



Addendum No. 3, Appendix 4

RFP Appendix 2, Required Proposal Form – Revised Form "C" Series

Form C, COST PROPOSALS

Cost Proposal Form "C" Series includes:

- Submittal Signature Page
- Form C-1: Implementation
- Form C-2: Maintenance
- Form C-3: Unit Prices
- Form C-4: Hourly Labor Rates
- Form C-5: Implementation Milestone Payments
- Form C-6: Hypothetical Project Estimate

SUBMITTAL SIGNATURE

The Cost Proposal contains the minimal information that is desired by BAIFA for specific functions and components. The prices herein will be utilized in the event that additional components are to be added or removed from the Agreement.

Only one (1) set of Cost Proposal forms shall be submitted in the Cost Proposal. Prices shall reflect the cost for a fully compliant proposal and shall not include any alternatives or additions noted in Form G, Disposition/Issues Matrix.

Should there be a discrepancy in calculations on the Cost Proposal forms, the Unit and Lump Sum prices, and their quantities, shall prevail.

Cost Proposal Form "C" Series shall become Attachment C to the Agreement for execution.

SIGNATURE BLOCK

Note: Please return all pages with your Proposal (printed and scanned).

_____	_____
Company Name	Authorized Signature
_____	_____
Mailing Address	Printed Name
_____	_____
City, State, Zip Code	Title
_____	_____
Federal Employer ID Number	Phone Number
_____	_____
Type of Entity (S-Corp, LLC, etc.)	Official EMAIL Address

COST PROPOSAL Form C-1
IMPLEMENTATION

General Instructions:

The total Implementation pricing for the project is included in Form C-1.

The empty lines on Form C-1, Implementation, are to be used by the proposer to add any additional items that have not been specified but are included in the estimate.

Description of Items Requested:

The descriptions below are listed to provide guidance for completing Form C-1, Implementation, as intended. If the proposer's system is different than the descriptions found below, proposers must add the changes to the "Description Modifications" column to reflect the Technical Proposal, including moving descriptions from one item to another, if appropriate. The descriptions are not intended to replace requirements defined in the Attachment A, Scope of Work, or any other terms of the Agreement.

1. Section A: Project Costs

Item	Description	Description Modifications
Payment Bond	Payment Bond for the total ~~Agreement~~ Implementation amount (Milestone Series 1 through 5) ~~(for implementation and maintenance periods)~~ is paid for by the proposer but is separated and included in the Total TCS Implementation Cost so that the Proposer's Unit prices and Lump Sum prices are indicative of the actual costs of the component pricing.	
Performance Bond	A Performance Bond for the total ~~Agreement~~ Implementation amount (Milestone Series 1 through 5)~~(for implementation and maintenance periods)~~ is paid for by the proposer but is separated and included in the Total TCS Implementation Cost so that the Proposer's Unit prices and Lump Sum prices are indicative of the actual costs of the component pricing.	
Escrow for Lane System	Escrow fees are paid for by the proposer but are separated and included through System Acceptance in the Total TCS Implementation Cost so that the Proposer's Unit prices and Lump Sum prices are indicative of the actual costs of the component pricing. Escrow fees after System Acceptance are included on Form C-2 Maintenance.	

2. Section B: TCS

Item	Description	Description Modifications

I-680 Toll Collection System	The Lump Sum for the I-680 Toll Collection System price includes, but is not limited to:
	• Furnishing, installing and testing:
	  ○ CCTV systems
	  ○ Variable Toll Message Signs (VTMS)
	  ○ Violation Enforcement System (VES)
	  ○ Traffic Monitoring Stations (TMS)
	  ○ Automatic Vehicle Detection and Automatic Vehicle Classification (AVD/AVC)
	  ○ Automatic Vehicle Identification System (AVI)
	  ○ Lane equipment (Lane Controllers, switches, UPS, etc.)
	  ○ Roadside Communications Network, switches and equipment
	• Performing all required testing to demonstrate a fully operational system, including end-to-end testing with the RCSC
	• Coordination with BAIFA, their designated representatives, other contractors, and project partners
	• Fulfilling all requirements and terms of the Agreement
	• For electrical conductor length, assume the total length from electrical service drops to tolling equipment locations	

I-880 Toll Collection System/SR-84 Dumbarton Approach/SR-92 San Mateo Approach	The Lump Sum for the I-880 Toll Collection System/SR-84 Dumbarton Approach/SR-92 San Mateo Approach Toll Collection System price includes, but is not limited to:
	• Furnishing, installing and testing:
	  ○ CCTV systems
	  ○ Variable Toll Message Signs (VTMS)
	  ○ Violation Enforcement System	

Item	Description	Description Modifications
	(VES) ○ Traffic Monitoring Stations (TMS) ○ Automatic Vehicle Detection and Automatic Vehicle Classification (AVD/AVC) ○ Automatic Vehicle Identification System (AVI) ○ Lane equipment (Lane Controllers, switches, UPS, etc.) ○ Roadside Communications Network, switches and equipment • Performing all required testing to demonstrate a fully operational system, including end-to-end testing with the RCSC • Coordination with BAIFA, their designated representatives, other contractors, and project partners • Fulfilling all requirements and terms of the Agreement • For electrical conductor length, assume the total length from electrical service drops to tolling equipment locations	
I-80 Toll Collection System	The Lump Sum for the I-80 Toll Collection System price includes, but is not limited to: • Furnishing, installing and testing: ○ CCTV systems ○ Variable Toll Message Signs (VTMS) ○ Violation Enforcement System (VES) ○ Traffic Monitoring Stations (TMS) ○ Automatic Vehicle Detection and Automatic Vehicle Classification (AVD/AVC) ○ Automatic Vehicle Identification System (AVI) ○ Lane equipment (Lane Controllers, switches, UPS, etc.) ○ Roadside Communications Network, switches and	

Item	Description	Description Modifications
	equipment • Performing all required testing to demonstrate a fully operational system, including end-to-end testing with the RCSC • Coordination with BAIFA, their designated representatives, other contractors, and project partners • Fulfilling all requirements and terms of the Agreement • For electrical conductor length, assume the total length from electrical service drops to tolling equipment locations	

Host Systems	The Lump Sum for the Host price includes, but is not limited to:
	• Furnishing, installing and testing:
	  ○ All servers
	  ○ All development of the solution software
	• All documentation
	• System interfaces
	• Trip pricing software algorithm
	• Simulator
	• All Hardware necessary, workstations, terminals, switches, UPSs, storage, printers, etc.
	• All report development and testing
	• User interfaces
	• Video solution, interfaces and all required equipment
	• Performing all required testing to demonstrate a fully operational system, including end-to-end testing with the RCSC
	• Toll Roadway Operations Center
	• Network communication
	• All other functionality as described in the RFP for the Host system	

3. Section C: Toll System Integrator (TSI) Services and Development

Item	Description	Description Modifications

Item	Description	Description Modifications
Design Development	The Design and Development Lump Sum price includes, but is not limited to: • As-builts • Backup and Recovery Plan • Detailed Design Document • Electrical Design • Final Acceptance Testing • Interface Control Documents (ICDs) • Maintenance Plan, Preventive Maintenance Plan • Network Design • Preliminary and Final Deployment Plan • Preliminary Design Document • Quality Management Plan, Project Management Plan • Software Development Plan, Configuration Management Plan • Software Documentation • Software Specifications • System Commissioning Testing • System Design (Hardware) • Technical Management (System, Electrical Network, Technical Meetings • Test Plans (Prelim Test Plan, FAT Plan, Field Test Plan) • Training • Training Plans • User Manuals • Wiring Diagrams, Shop Drawings • All other requirements as described in the RFP for the design and development of the TCS	
Program Management	The Project Management Lump Sum price includes, but is not limited to: • Project management activities (status meetings, schedule updates, invoices, progress reports, etc.) • All other requirements as described in the RFP for the program and project management	

4. Section D: Additional Items

Item	Description	Description Modifications
Additional Items	The Additional Item prices include, but are not limited to: • All Costs for Maintenance of Traffic (MOT) to Install Test and maintain the systems (use one line item per Corridor) • Initial spare parts inventory • Any additional items that the Proposer requires for a fully operational toll system	

COST PROPOSAL Form C-1
IMPLEMENTATION

ITEM / LINE		DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL
A	**1**	**Project Costs**				
	2	Payment Bond	Lump Sum	1		
	3	Performance Bond	Lump Sum	1		
	4	Escrow for Lane System	Lump Sum	1		
	5					
	6	**Subtotal – Project Costs Section A**				
B	**7**	**Toll Collection System**				
	8	I-680 Corridor TCS	Lump Sum	1		
	9	I-880/SR-92/SR84 Corridor TCS	Lump Sum	1		
	10	I-80 Corridor TCS	Lump Sum	1		
	11	TCS Host Systems	Lump Sum	1		
	12					
	13					
	14					
	15					
	16	**Subtotal - Toll Collection System Section B**				
C	**17**	**TSI Services & Development**				
	18	Design Development	Lump Sum	1		
	19	Program Management	Lump Sum	1		
	20					
	21					
	22					
	23					
	24	**Subtotal - TSI Services & Dev. Section C**				
D	**25**	**Additional Items**				
	26	Maintenance of Traffic for I-680	Lump Sum	1		
	27	Maintenance of Traffic for I-880/SR-92/SR-84	Lump Sum	1		
	28	Maintenance of Traffic for I-80	Lump Sum	1		
	29	Spare Parts	Lump Sum	1		
	30					
	31	**Subtotal - Additional Items Section D**				
E	32	**Total TCS Implementation Cost (Sections A, B, C, and D)**				

COST PROPOSAL Form C-2
MAINTENANCE

General Instructions:

Cost Proposal Form C-2 provides Agreement Maintenance Costs for monthly maintenance by Corridor, by combinations of Corridors, and in total. The Unit (one month) price shall be inclusive of all maintenance activities and services as defined in the Attachment A, Scope of Work, and any other terms of the Agreement.

It is expected that maintenance for multiple Corridors will be consolidated into one monthly price; therefore, combined prices shall reflect synergies and cost savings for the total cost of maintenance on multiple Corridors as shown in the form.

Description of Items Requested:

Prices shall reflect the cost for maintenance of the Host and TCS associated with the Corridors.

Prices for Corridor Maintenance shall be based on the quantities of installed TCS Corridor Hardware and equipment shown in Attachment A, Scope of Work *Reference Document 2A*, Tolling Location Details.

The quantity of months for maintenance are based on Tolling Commencement dates from Attachment B, Schedule and Project Milestone Dates, and are included to assist in pricing of Maintenance during and after Warranty Periods. Maintenance during Warranty Periods is the time when hardware is under warranty and labor is the only factor as materials are covered under warranty.

Item	Description
TCS Maintenance (and TCS Maintenance during Warranty Periods)	The Toll System Maintenance price includes, but is not limited to: • Corridor TCS maintenance during and after Warranty Periods • Host maintenance during and after Warranty Periods • Maintenance of the roadside communications Maintenance prices will be escalated using CPI. DO NOT show escalations in the forms.
Payment Bond	Payment Bond for the Maintenance amount of each section/Corridor is paid for by the proposer but is separated and included in the Subtotal Maintenance Costs so that the Proposer's monthly prices are indicative of the actual costs.
Performance Bond	A Performance Bond for the Maintenance amount of each section/Corridor is paid for by the proposer but is separated and included in the Subtotal Maintenance Costs so that the Proposer's monthly prices are indicative of the actual costs.
Annual Performance Audit	Include the Annual Performance Audit price to meet the requirements in Attachment A-2, Implementation Requirements NOTE: Replace the **X** with the estimated number of performance audits.
Escrow for Lane System	The price includes the annual cost for the Lane System Source Code and Source Code Documentation to be maintained in escrow after System Acceptance and updated in accordance with the Agreement.

COST PROPOSAL Form C-2
MAINTENANCE

Line Item	Monthly Maintenance Costs of:	Tolling Commencement Date	Contract End	AGREEMENT MONTHS							Total Payment & Performance Bond Costs
				May-16		Apr-17		Oct-17		Jun-19	
1	Host System	4/22/2016	6/30/2019	**Provide 1 month of costs**		**Provide 1 month of costs**					**Provide costs for full warranty and maintenance period**
2	I-680 Corridor TCS	4/22/2016	6/30/2019	**Provide 1 month. of costs**		**Provide 1 month of costs**					**Provide costs for full warranty and maintenance period**
3	I-880/SR-84/SR-92 TCS	3/16/2017	6/30/2019			**Provide 1 month of costs**		**Provide 1 month of costs**			**Provide costs for full warranty and maintenance period**
4	I-80 TCS	9/21/2017	6/30/2019					**Provide 1 month of costs**		**Provide 1 month of costs**	**Provide costs for full warranty and maintenance period**
5	Sum Monthly Costs of Systems			***Add monthly costs of lines above***		$		$	$	$	*Provide the sum of all bond costs for the full maintenance period.* ***Enter amount on Line Item 8.***
6	Multiply by # of months in each section			12 months		6 months		6 months	6 months	9 months	
7	Total Maintenance Costs for each section			$		$		$	$	$	
8	Total Payment & Performance Bond Costs			$							
9	Annual Performance Audit for **X** years			$							
10	Escrow for Lane System for **X** years			$							
11	Total Agreement Maintenance Costs			$							

		= Monthly Maintenance Costs during Warranty
		= Monthly Maintenance Costs after Warranty

NOTE: These prices do not reflect any annual escalation. Costs will be escalated on an annual basis using the Consumer Price Index (CPI) for San Francisco CMSA as published by the California Department of Finance starting July 1, 2016 and each year thereafter for the term of the Agreement. Costs shall be escalated no more than 5% annually regardless of CPI.

COST PROPOSAL Form C-2
MAINTENANCE

EXAMPLE:
(This is for representational purposes only.)

Line Item	Monthly Maintenance Costs of:	Tolling Commencement Date	Contract End	AGREEMENT MONTHS							Total Payment & Performance Bond Costs
				May-16		Apr-17		Oct-17		Jun-19	
1	Host System	4/22/2016	6/30/2019	**$1,000**		**$2,000**					**$5,000**
2	I-680 Corridor TCS	4/22/2016	6/30/2019	**$1,000**		**$2,000**					**$5,000**
3	I-880/SR-84/SR-92 TCS	3/16/2017	6/30/2019			**$1,500**			**$3,000**		**$7,500**
4	I-80 TCS	9/21/2017	6/30/2019					**$750**		**$1,500**	**$4,000**
5	Sum Monthly Costs of Systems			**$ 2,000**		**$ 5,500**		**$ 6,250**	**$ 7,750**	**$ 8,500**	**$21,500**
6	Multiply by # of months in each section			12 months		6 months		6 months	6 months	9 months	
7	Total Maintenance Costs for each section			**$ 24,000**		**$ 33,000**		**$ 37,500**	**$ 46,500**	**$ 76,500**	

8	Total Payment & Performance Bond Costs	**$ 21,500**
9	Annual Performance Audit for **4** years	**$ 20,000**
10	Escrow for Lane System for **2.5** years	**$ 25,000**
11	Total Agreement Maintenance Costs	**$ 284,000**

		= Monthly Maintenance Costs <u>during</u> Warranty
		= Monthly Maintenance Costs <u>after</u> Warranty

COST PROPOSAL Form C-3
UNIT PRICES

General Instructions:

The Unit pricing for the project is summarized in Form C-3. The items required are indicated as Unit prices for specific systems. These prices shall include, but not be limited to, Hardware and equipment, Software, installation and traffic control, configuration and testing, network communications components required to support a functional/operational system, and documentation (as-builts, etc.).

The empty lines on Form C-3, Unit Prices, are to be used by the proposer to add any additional items that have not been specified but are included in the estimate.

Description of Items Requested:

The descriptions below are listed to provide guidance for completing Form C-3, Unit Prices, as intended. If the proposed system is different than the descriptions found below, proposers must add the changes to the "Description Modifications" column to reflect the Technical Proposal, including moving descriptions from one item to another, if appropriate. The descriptions are not intended to replace requirements defined in the Attachment A, Scope of Work, or any other terms of the Agreement.

Item	Description	Description Modifications
Host System Integration to a new Corridor	• Integration • Testing • Documentation • Hardware • Communications infrastructure needed to connect to the network	
Lane Controller Systems	• The equipment that provides the infrastructure and control for a Read Point not included in the other systems mentioned below • Installation of the power and communication infrastructure needed to support the Lane Controller • Beacons • All Hardware, cabinets etc. • Integration • Testing • Documentation	
Reader/Antenna System (AVI)	The equipment to provide AVI Functionality for a Read Point: • Reader • Antenna • Mounting Hardware • Installation of the power and	

Item	Description	Description Modifications
	communication infrastructure needed to connect to the Lane Controller • Integration • Testing • Documentation	
Automatic Vehicle Detection and Automatic Vehicle Classification (AVD/AVC)	The equipment to provide AVD/AVC Functionality for a Read Point: • Detection equipment • Classification equipment • Mounting or installation Hardware • Installation of the communication infrastructure needed to connect to the Lane Controller • Integration • Testing • Documentation	
Traffic Monitoring System	The equipment to provide Traffic Monitoring Functionality at the indicated locations: • Reader • Installation of the power and communication infrastructure needed to connect to the TCS • Integration • Testing • Documentation	
Vehicle Enforcement System (VES)	The equipment to provide VES at the indicated locations : • Cameras • Flash Units • Mounting Hardware • Installation of the power and communication infrastructure needed to connect to the TCS • Integration • Testing • Documentation	
CCTV System	The equipment to provide CCTV at the indicated locations : • Cameras • Installation of the power and	

Item	Description	Description Modifications
	communication infrastructure needed to connect to the Network • Integration • Testing • Documentation	
VTMS System	The equipment to provide VTMS at the indicated locations: • Sign LED panel by type • Sign controllers • Installation of the power and communication infrastructure needed to connect to the Network • Integration • Testing • Documentation	
Annual Software Licenses	• Third-party software licenses by application	
Additional Items	The Additional Item prices include, but are not limited to: • All Costs for Maintenance of Traffic (MOT) to Install Test and maintain the systems for each type of closure (i.e. shoulder, single lane, multi-lane, etc.) • Initial spare parts inventory • Electrical conductor powering tolling equipment locations • Fiber optical cable for communications for each type of bundled strands (single strands, multiple strands, quality of fiber, etc) • Toll Roadway Operations Center Workstations • Toll Roadway Operations Center Printer • Any additional items that the Proposer requires for a fully operational toll system •	

COST PROPOSAL Form C-3
UNIT PRICES

ITEM / LINE		DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL
A	**1**	**Project Costs**				
	2					
	3					
B	**4**	**Toll Collection System**				
	5	Host System Integration to a new Corridor	Each	1		
	6	Lane Controller System	Each	1		
	7	Reader/Antenna System (AVI)	Each	1		
	8	AVD/AVC System	Each	1		
	9	Traffic Monitoring System	Each	1		
	10	Vehicle Enforcement System	Each	1		
	11	CCTV System	Each	1		
	12	VTMS System	Each	1		
	13	Annual Software Licenses	Each	1		
	14					
C	**15**	**TSI Services & Development**				
	16					
	17					
	18					
D	**19**	**Additional Items**				
	20	Maintenance of Traffic	Per Closure	1		
	21	Spare Parts	Per Read Point	1		
	22	Spare Parts	Per CCTV	1		
	23	Spare Parts	Per VTMS	1		
	24	Electrical Conductor	Linear Foot	1		
	25	Single Mode Fiber Optic	Linear Foot	1		
	26	Toll Roadway Ops Center Workstations	Each	1		
	27	Toll Roadway Operations Center Printer	Each	1		

COST PROPOSAL Form C-4
HOURLY LABOR RATES

General Instructions:

Provide the hourly rates, inclusive of overhead, profit, insurance, etc., for the positions listed below. Do not include bond or escrow costs. Proposers shall identify the proposed staff and any additional positions necessary to meet the requirements in Attachment A, Scope of Work.

Rates provided shall be effective for the term of the Agreement. If the Agreement is extended, the rates from the last fiscal year of the Agreement shall be escalated annually thereafter for extension periods according to the then current California Consumer Price Index (CPI) for San Francisco CMSA as published by the California Department of Finance. The escalation shall be the percentage increase or decrease calculated by comparing the index of the last fiscal year of the term of the Agreement to the index of the fiscal year for the renewal term. BAIFA's fiscal year is from July through June. Costs shall be escalated no more than 5% annually regardless of CPI.

Description of Items Requested:

In Section A, provide the rates for the Key Personnel listed below.

In Section B, provide rates for all other proposed staff by listing the position title and the name of the staff member.

In Section C, provide any additional positions that may be necessary for the full term of the agreement. Include a brief description of tasks, type of expertise, years of expertise, and any required certifications. Providing tiered levels of technical experts, based on the years of applicable experience, is preferred. Examples are provided below.

Section C Examples: Other Hourly Labor Rates (for illustrative purposes only)

Position	Description
Project Controls/Scheduler	Provide for each position: • Description of tasks or responsibilities • Type of expertise • Years of experience • Certifications
Programmer I	
Programmer II	
Reports Developer	
Technical Documentation Specialist	
Database Administrator I	
Database Administrator II	
Systems Administrator	
Sr. Systems Administrator	
Installation Supervisor	
Network Design/Integration Manager	
System Test Manager	
System Test Coordinator	
Maintenance Tech I	

COST PROPOSAL Form C-4
HOURLY LABOR RATES

ITEM / LINE		DESCRIPTION		YEAR 1 NTP to June 2015	YEAR 2 July 2015 to June 2016	YEAR 3 July 2016 to June 2017	YEAR 4 July 2017 to June 2018	YEAR 5 July 2018 to June 2019
		Unit Prices Hourly Labor Rates – Key Personnel						
A	**1**	**Position**	**Description**					
	2	Project Principal	10+ years experience in tolling; 5+ years of senior mgmt; Managed 1+ project of $5 million or more					
	3	Project Mgr	5+ years experience in program management for similar toll services					
	4	System Design Mgr	3+ years experience designing and developing open road TCSs					
	5	Software Dev Mgr	3+ years experience in managing the development lifecycle of software and hardware for TCSs					
	6	Installation Mgr	3+ years experience providing construction and/or TCS installation management and oversight					
	7	Communications Dev Mgr	3+ years experience managing communications network design/integration for toll systems/interfaces					
	8	Maintenance Mgr	5+ years experience maintaining TCSs for clients					
	9	Project Quality Mgr	3+ years as a Quality Assurance Manager on similar size and type projects					
		Unit Prices Hourly Labor Rates – Proposed Personnel Positions		**YEAR 1 NTP to June 2015**	**YEAR 2 July 2015 to June 2016**	**YEAR 3 July 2016 to June 2017**	**YEAR 4 July 2017 to June 2018**	**YEAR 5 July 2018 to June 2019**
B	**10**	**Position**	**Name of Proposed Staff Member**					
	11							
	12							
	13							
	14							
	15							
	16							
	17							

	18							
	19							
C	20	**Unit Prices Hourly Labor Rates – Other Hourly Labor Rates** **Position**	**Description**	**YEAR 1 NTP to June 2015**	**YEAR 2 July 2015 to June 2016**	**YEAR 3 July 2016 to June 2017**	**YEAR 4 July 2017 to June 2018**	**YEAR 5 July 2018 to June 2019**
	21							
	22							
	23							
	24							
	25							
	26							
	27							
	28							
	29							
	30							

COST PROPOSAL Form C-5
IMPLEMENTATION MILESTONE PAYMENTS

General Instructions:

Form C-5 is used to allocate, by percentage, implementation prices provided in Form C-1 (Implementation) into Milestone Payments. The column, "Form C-1 Item/Line" has been provided for guidance on the dollar amount to include in the column, "Form C-1 Total". Multiply the percentage with the dollar amount in column, "Form C-1 Total" to derive the Milestone Payment.

The sum of Form C-5 should equal the total amount for TCS Implementation shown in Form C-1, Section E, Line 32.

COST PROPOSAL Form C-5
IMPLEMENTATION MILESTONE PAYMENTS

#	Milestone Name	Percentage	Form C-1 Item/Line	Form C-1 Amount	Milestone Payment
Milestone Series 1: Program Development					
1-1	Project Initiation	4.6%	E 32		
1-2	Requirements Refinement	2%	E 32		
1-3	Preliminary Design Approval	2%	E 32		
1-4	Critical Design Approval	2%	E 32		
1-5	Other Plans	1%	E 32		
1-6	Factory Acceptance Test (FAT)	5%	E 32		
Milestone Series 2: I-680 (First) Corridor Deployment					
2-1	I-680 Installation Readiness	5%	B 8		
2-2	Onsite First Installation Test (OFIT)	5%	B 8		
2-3	Disaster Recovery Installation	5%	B 8		
2-4	I-680 Site Commissioning Tests 1 through 5	13%	B 8		
2-5	I-680 Site Commissioning Tests 6 through 10	13%	B 8		
2-6	I-680 Site Commissioning Tests 11 through 15	13%	B 8		
2-7	I-680 Remaining Site Commissioning Tests and End-to-end Test	26%	B 8		
2-8	Training	5%	B 8		
2-9	I-680 Tolling Commencement	5%	B 8		
2-10	Operations Test	10%	B 8		
Milestone Series 3: I-880/SR-92/SR-84 Corridor Deployment					
3-1	I-880 Installation Readiness	5%	B 9		
3-2	Incremental & Regression Test	5%	B 9		
3-3	I-880 Site Commissioning Tests 1 through 5	6%	B 9		
3-4	I-880 Site Commissioning Tests 6 through 10	6%	B 9		
3-5	I-880 Site Commissioning Tests 11 through 15	6%	B 9		
3-6	I-880 Site Commissioning Tests 16 through 20	6%	B 9		
3-7	I-880 Site Commissioning Tests 21 through 25	6%	B 9		
3-8	I-880 Site Commissioning Tests 26 through 30	6%	B 9		
3-9	I-880 Site Commissioning Tests 31 through 35	6%	B 9		
3-10	I-880 Site Commissioning Tests 36 through 40	6%	B 9		
3-11	I-880 Site Commissioning Tests 41 through 45	6%	B 9		

3-12	I-880 Remaining Site Commissioning Tests and End-to-end Test	21%	B 9		
3-13	I-880 Tolling Commencement	5%	B 9		
3-14	I -880 Operations Testing	10%	B 9		
Milestone Series 4: I-80 Corridor Deployment					
4-1	I-80 Installation Readiness	5%	B 10		
4-2	Incremental & Regression Test	5%	B 10		
4-3	I-80 Site Commissioning Tests 1 through 5	15%	B 10		
4-4	I-80 Site Commissioning Tests 6 through 10	15%	B 10		
4-5	I-80 Site Commissioning Tests 11 through 15	15%	B 10		
4-6	I-80 Remaining Site Commissioning Tests and End-to-end Test	30%	B 10		
4-7	I-80 Tolling Commencement	5%	B 10		
4-8	I-80 Operations Testing	10%	B 10		
Milestone Series 5: Express Lane Network System Acceptance					
5-1	System Acceptance	Remainder of Total Project Cost			
				TOTAL TCS Implementation Cost	

COST PROPOSAL Form C-6
HYPOTHETICAL PROJECT ESTIMATE

General Instructions:

In the future, BAIFA may request the same or similar services to be provided on additional phases or projects under this Agreement. For this reason, BAIFA is providing a Cost Proposal form that is to be used to provide hypothetical project pricing for two (2) scenarios provided below.

The prices are to be based on the Unit prices provided on Forms C-2, Maintenance, and C-3, Unit Prices and any additional information needed to provide a fully functioning addition to the system. The prices shall use 2013 dollars.

Fill out one form for each scenario and label each accordingly. The price shall have the following characteristics to implement the solution:

1. Detailed description of each item; this may include hours, men, resources, etc.
2. The quantity and Unit prices from Forms C-2, Maintenance, and C-3, Unit Prices
3. Additional equipment required in support of the main items
4. Roadside communication network
5. Project Management and Coordination efforts
6. Engineering
7. Documentation and documentation updates
8. Testing
9. Maintenance of Traffic
10. Maintenance and Warranty
11. All installation

The empty lines on Form C-6 are to be used by the proposer to add any additional items that have not been specified but are included in the estimate.

Pricing Scenario 1:

A new segment is being added to I-80 at the end of the current limits. There will be:

1. Five (5) additional read points
2. Three (3) additional CCTV installations
3. Two (2) VTMS locations
4. Seven (7) mile extension of the terminus

Using Form C-6, provide pricing and quantities. Also, include a short scope and an issues and concerns document for the scenario.

Pricing Scenario 2:

One (1) Read Point and one (1) VTMS are being removed from I-880 at the terminus.

Using Form C-6, provide pricing and quantities. Also, include a short scope and an issues and concerns document for the scenario.

Description of Items Requested:

The descriptions below are listed to provide guidance for completing Form C-6 as intended. If the proposed system is different than the descriptions found below, proposers must add the changes to the "Description Modifications" column to reflect the hypothetical Technical Proposal, including moving descriptions from one item to another, if appropriate.

Item	Description	Description Modifications
Program Management	• Changes to Program Schedule • Manpower changes	
Host System Integration to a New Corridor	• Integration • Testing • Documentation • Hardware	
Lane Controller System	• The equipment that provides the infrastructure and control for a Read Point not included in the other systems mentioned below • Installation of the power and communication infrastructure needed to support the Lane Controller • Beacons • All Hardware, cabinets etc. • Integration • Testing • Documentation	
Reader/Antenna System (AVI)	The equipment to provide AVI Functionality for a Read Point: • Reader • Antenna • Mounting Hardware • Installation of the power and communication infrastructure needed to connect to the Lane Controller • Integration • Testing • Documentation	
Automatic Vehicle Detection and Automatic Vehicle Classification (AVD/AVC)	The equipment to provide AVC Functionality for a Read Point: • Detection equipment • Classification equipment • Mounting or installation Hardware	

Item	Description	Description Modifications
	• Installation of the communication infrastructure needed to connect to the Lane Controller • Integration • Testing • Documentation	
Traffic Monitoring System	The equipment to provide Traffic Monitoring Functionality at the indicated locations: • Reader • Installation of the power and communication infrastructure needed to connect to the TCS • Integration • Testing • Documentation	
Vehicle Enforcement System (VES)	The equipment to provide VES at the indicated locations : • Cameras • Flash Units • Mounting Hardware • Installation of the power and communication infrastructure needed to connect to the TCS • Integration • Testing • Documentation	
CCTV System	The equipment to provide CCTV at the indicated locations : • Cameras • Installation of the power and communication infrastructure needed to connect to the Network • Integration • Testing • Documentation	
VTMS System	The equipment to provide VTMS at the	

Item	Description	Description Modifications
	indicated locations: • Sign LED panel by typeSign controllers • Installation of the power and communication infrastructure needed to connect to the Network • Integration • Testing • Documentation	
Annual Software Licenses	• Third-party software licenses by application	

Engineering	• Services needed to:
	  ○ Design communications network
	  ○ Address TCS design issues (e.g. hilly terrain)	

Communication Systems Enhancements	• Any additional components needed to implement the communications system including but not limited to:
	  ○ Switches
	  ○ Fiber connections
	  ○ Conduit and medium (fiber, wire etc.)
	  ○ Leased considerations
	  ○ Coordination with other agencies
	  ○ Reuse or repurpose of assets
	  ○ Other	

Warranty Costs	• Per major system such as Read Point, CCTV location, etc.	
Training and Documentation	• Additional training • Documentation of systems • As-builts • ICDs	
Additional Items	The Additional Item prices include, but are not limited to: • All Costs for Maintenance of Traffic (MOT) to Install Test and maintain the systems for each	

Item	Description	Description Modifications
	type of closure (i.e. shoulder, single lane, multi-lane, etc.) • Initial spare parts inventory • Any additional items that the Proposer requires for a fully operational toll system	

COST PROPOSAL Form C-6
HYPOTHETICAL PROJECT ESTIMATE

ITEM / LINE		DETAILED DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL
A	**1**	**Project Costs**				
	2	Program Management				
	3	Payment Bond	Lump Sum	1		
	4	Performance Bond	Lump Sum	1		
	5					
B	**6**	**TCS**				
	7	Host System Integration to a new Corridor	Each			
	8	Lane Controller System	Each			
	9	Reader/Antenna System (AVI)	Each			
	10	AVD/AVC System	Each			
	11	Traffic Monitoring System	Each			
	12	Vehicle Enforcement System	Each			
	13	CCTV System	Each			
	14	VTMS System	Each			
	15	Annual Software Licenses	Each			
C	**16**	**TSI Services & Development**				
	17	Engineering	Lump Sum	1		
	18	Communication System Enhancements	Lump Sum	1		
	19	Training and Documentation	Lump Sum	1		
	20					
	21					
D	**22**	**Additional Items**				
	23	Maintenance of Traffic	Per Site			
	24	Spare Parts	Lump Sum	1		
	25					
F	**26**	**TCS Maintenance during/after Warranty**				
	27	Maintenance during Warranty	Point/Month			
	28	Maintenance after Warranty	Point/Month			
	29					
G	**30**	**Other Maintenance Activities**				
	31	Changes to the Annual Performance Audit				
	32					
	33					
H	**34**	**TOTAL Hypothetical Project Estimate**				

REQUEST FOR PROPOSALS (RFP)

EXPRESS LANE NETWORK

TOLL SYSTEM INTEGRATION & MAINTENANCE

Dated December 23, 2013

Proposers' Submitted Questions and Answers (No. 5)

Item #	RFP section or RFP appendix number	Attachment # and title	Page #	Section #	Specific and applicable text	Request for clarification or exception	Response
1	Appendix 3	Agreement / Guaranteed Completion Date and Liquidated Damages	15	2.2	TSI shall commence ELN TCS operations (Tolling Commencement) according to the Guaranteed Completion Dates in Attachment B, Schedule and Project Milestones, which are March 17, 2016 for Interstate 680; March 16, 2017 for Interstate 880; and September 21, 2017 for Interstate 80.	Having no limitations on liquidated damages for late delivery is excessive and not market standard. Recommend adding a general cap (e.g. 100% of contract value).	After consideration, no change will be made.
2	RFP Section IX	Form of Proposal, Section 2.2.4 - Maintenance	21	Sections 3 and 4	These two sections both request descriptions of the proposer's assumptions.	Are these two sections the same requirement? If not, please amplify the desired response.	Please see Addendum 3, Item 2 for revised submission instructions.
3	Appendix 3	Agreement for BAIFA Express Lane Network Toll System Integration & Maintenance	18	4.2.4	4.2.4. TSI Software For all TSI Software constituting Lane System Developments, TSI hereby grants, and shall require any applicable subcontractor also to grant, to BAIFA a nonexclusive, royalty-free, irrevocable, perpetual license to use, copy, modify, create derivative works based on, publish, or disclose TSI Software (including without limitation Source Code and Source Code Documentation for such Software) for the benefit and operation of the Project, effective upon payment under this Contract to TSI for such materials.	*Please consider the following change to this requirement:* For all TSI Software constituting Lane System Developments, TSI hereby grants, and shall require any applicable subcontractor also to grant, to BAIFA a nonexclusive, royalty-free, ~~**irrevocable, perpetual**~~ **limited** license to use, copy, modify, create derivative works based on, publish, or disclose TSI Software (including without limitation Source Code and Source Code Documentation for such Software) for the benefit and operation of the Project, effective upon payment under this Contract to TSI for such materials. **Any modifications to TSI software done without the express written approval of the TSI will automatically void any and all software warranties.**	After consideration, no change will be made.

Item #	RFP section or RFP appendix number	Attachment # and title	Page #	Section #	Specific and applicable text	Request for clarification or exception	Response
4	Appendix 3	Agreement for BAIFA Express Lane Network Toll System Integration & Maintenance	18	4.2.4	4.2.4. TSI Software, (can't) For all TSI Software except Lane System Developments, TSI will deliver to BAIFA all Source Code, including Source Code to modifications, updates, fixes, utilities and libraries, along with any materials reasonably necessary to assemble or compile the Source Code and with Source Code Documentation—at a minimum at the time of the Operational Testing Milestones in Attachment A-2, Implementation Requirements, and in any event prior to System Acceptance. Furthermore, with respect to all TSI Software except Lane System Developments, in addition to the Source Code and Source Code Documentation, the TSI shall make available to BAIFA, upon request, a list of all applicable software development tools, i.e., all software required to edit/alter the source code and successfully recompile and operate the software, including operating systems, libraries, tools and utilities, data base structures, code and compilers, as well as any other items not readily available to BAIFA in the commercial marketplace. In addition, throughout the maintenance period of this Agreement, TSI shall provide BAIFA with Source Code and Source Code Documentation for any and all modifications, updates, fixes, utilities and libraries relating to any such Software.	*Please consider the following change to this requirement:* ~~**For all TSI Software except Lane System Developments, TSI will deliver to BAIFA all Source Code, including Source Code to modifications, updates, fixes, utilities and libraries, along with any materials reasonably necessary to assemble or compile the Source Code and with Source Code Documentation—at a minimum at the time of the Operational Testing Milestones in Attachment A-2, Implementation Requirements, and in any event prior to System Acceptance.**~~ ~~**Furthermore, with respect to all TSI Software except Lane System Developments, in addition to the Source Code and Source Code Documentation, the**~~ **TSI shall place in escrow all TSI project software, regardless of whether it is Lane, Host or other type, pre-existing or developed.** TSI shall make available to BAIFA, upon request, a list of all applicable software development tools, i.e., all software …. In addition, throughout the maintenance period of this Agreement, TSI shall **deposit in escrow** ~~**provide BAIFA with**~~ Source Code and Source Code Documentation for any and all modifications, updates, fixes, utilities and libraries relating to any such Software.	After consideration, no change will be made.
5	Appendix 3	Agreement for BAIFA Express Lane Network Toll System Integration & Maintenance	TBD	TBD	**DRAFT RFP** 4.2.5. License Back For all Software for which BAIFA owns the Intellectual Property Rights under Articles 4.2.3.1, BAIFA-owned Work Product and 4.2.4.1, BAIFA-owned Software, BAIFA hereby grants to TSI a nonexclusive, royalty-free, irrevocable, perpetual, assignable license to use, copy, distribute, perform, modify, and create derivative works based on such Software, Software Documentation, and Special Hardware Documentation.	*Please consider the following change to this requirement:* This request is for this section to be ***re-instated*** as it was deleted in the FINAL version of the RFP. 4.2.??. License Back **For all Software for which BAIFA owns the Intellectual Property Rights under Articles 4.2., BAIFA hereby grants to TSI a nonexclusive, royalty-free, irrevocable, perpetual, assignable license to use, copy, distribute, perform, modify, and create derivative works based on such Software, Software Documentation, and Special Hardware Documentation.**	After consideration, no change will be made. Please see Article 4.2.2 of the Agreement (Appendix 3) for clarification.
6	Appendix 3	Agreement for BAIFA Express Lane Network Toll System Integration & Maintenance	19-20	4.2.7. 1st ¶	4.2.7. Escrow Agreement and Release With the exception of TSI Software for which TSI is already obligated to provide Source Code and Source Code Documentation under Section 4.2.4 and Commercial Software, all Source Code to TSI Software, including Source Code to modifications, updates, fixes, utilities and libraries, shall be deposited in escrow, ….	*Please consider the following change to this requirement:* ~~**With the exception of TSI Software for which TSI is already obligated to provide Source Code and Source Code Documentation under Section 4.2.4 and Commercial Software, all Source Code to TSI Software,**~~ **All source code pertaining to products provided herein,** including Source Code to modifications, updates, fixes, utilities and libraries, shall be deposited in escrow, ….	After consideration, no change will be made.

Item #	RFP section or RFP appendix number	Attachment # and title	Page #	Section #	Specific and applicable text	Request for clarification or exception	Response
7	Appendix 3	Agreement for BAIFA Express Lane Network Toll System Integration & Maintenance	20	4.2.7. Sub¶ 4	4.2.7. Escrow Agreement and Release Within 30 days of the execution of this Agreement, TSI will further enter into a separate written escrow agreement with BAIFA. The escrow agreement will include at a minimum the following as release events, the occurrence of any of which require the escrowed software and Source Code to be released to BAIFA: 1. … 2. … 3. … 4. on the Project Completion Date or, if earlier terminated pursuant to Article 15 on or before the effective termination date	*Please consider the following change to this requirement:* 4. on the Project Completion Date or, if earlier terminated pursuant **only** to Article 15.**3 TERMINATION FOR TSI'S DEFAULT** on or before the effective termination date. ***Justification:*** *Without this proposed change, it is conceivable that BATA could terminate the contract for convenience immediately upon the initial escrow deposit, which is not a competitively acceptable business model.*	Please see Addendum No. 3, Item 1, revising RFP Appendix 3 at Article 4.2.7.
8	Appendix 3	Agreement for BAIFA Express Lane Network Toll System Integration & Maintenance	1	1.1	1.1.1. Documents Comprising Agreement The BAIFA Express Lane Network (ELN) Toll Collection System (TCS) Agreement consists of the following signed documents, in order of precedence: a. Change Orders; b. Agreement terms and conditions, including Approved Project Schedules; c. Approved System Design Document; d. Attachment A, Scope of Work, including its Attachments; e. The Request for Proposal dated xx, 2013, as revised by any Addenda issued; f. TSI's Proposal dated xx, 2013, as revised by Best and Final Offer dated xx, 2013.	*Please consider the following change to this requirement:* 1.1.1. Documents Comprising Agreement The BAIFA Express Lane Network (ELN) Toll Collection System (TCS) Agreement consists of the following signed documents, in order of precedence: a. Change Orders; b. Agreement terms and conditions, including Approved Project Schedules; **f. TSI's Proposal dated xx, 2013, as revised by Best and Final Offer dated xx, 2013.** c. Approved System Design Document; d. Attachment A, Scope of Work, including its Attachments; e. The Request for Proposal dated xx, 2013, as revised by any Addenda issued; ***Justification:*** *This reflects the fact that this is a negotiated procurement wherein the proposal submission may differ from the original requirement, as opposed to a sealed bid where there is no negotiation or deviation from the stated requirements. If the order is not thus amended, it would imply that notwithstanding what was included in the proposal as the offered solution, Attachment A and the RFP would always take precedence. BAIFA still retains the right to not accept a proposer's solution by its award determination.*	After consideration, the only changes BAIFA made were to combine item c, "Approved System Design Document" with item b, "Agreement terms and conditions, including Approved Project Schedules" and to replace "Attachment A" with "Appendix 1" in item d. Please see Addendum No. 3, Item 1, revising RFP Appendix 3 at Article 1.1.1.

Item #	RFP section or RFP appendix number	Attachment # and title	Page #	Section #	Specific and applicable text	Request for clarification or exception	Response
9	Appendix 3	Agreement for BAIFA Express Lane Network Toll System Integration & Maintenance	4-Mar	1.3.1 2nd ¶	1.3. TSI'S OBLIGATIONS 1.3.1. General Description Omission from the Agreement of details of the Work that do not substantively alter the functional requirements or the mis-description of details generally acknowledged to be customary and/or necessary to carry out the Work or which TSI knew or reasonably should have known to be included in the Work shall not relieve TSI from performing such omitted or mis-described details, and it shall be performed as if fully and correctly set forth and described in the Agreement, without entitlement to a Change Order hereunder.	*It is respectfully requested that this ¶ 1.3.1* ***be deleted*** *in its entirety.* Given the amount of effort and cost that went into BAIFA generating the entire RFP package and a concomitant effort that the selected proposer put in with their response, such nebulous catch-all language absolving BAIFA and putting the entire onus on the TSI to somehow ensure the creation of a 'perfect' system is patently unreasonable.	After consideration, no change will be made.
10	Appendix 3	Agreement for BAIFA Express Lane Network Toll System Integration & Maintenance	33	10.2	10.2. INDEMNIFICATION 10.2.1. General To the maximum extent permitted by law, … ("BAIFA Indemnified Parties") against any and all demands, claims, suits or actions arising out of any injury or death to persons or property or pecuniary, financial or economic losses that may occur, or that may be alleged to have occurred, arising from the performance of this Agreement by TSI …. TSI further agrees to defend any and all such claims, actions, suits or other legal proceedings and pay all charges of attorneys and all other costs and expenses of defenses as they are incurred. …	*Please consider the following change to this requirement:* 10.2. INDEMNIFICATION 10.2.1. General To the maximum extent permitted by law, … ("BAIFA Indemnified Parties") against ~~any and all~~ demands, claims, suits or actions arising out of any injury or death to persons or property or pecuniary, financial or economic losses that may occur~~, or that may be alleged to have occurred~~, arising from the performance of this Agreement by TSI …. TSI further agrees to defend ~~any and all~~ such claims, actions, suits or other legal proceedings and pay all **reasonable** charges of attorneys and ~~all~~ other costs and expenses of defenses as they are incurred. …. ***Justification:*** *No insurance policy will pay for "any and all" claims. Overly broad language will result in gaps in insurance coverage. TSI agrees to accept liability for that which it is responsible, as well as for partial negligence claims for bodily injury and property damage.*	After consideration, no change will be made.
11	Appendix 3	Agreement for BAIFA Express Lane Network Toll System Integration & Maintenance	34	10.2.2	10.2.2. Patent and Copyright Infringement TSI shall indemnify, defend and hold harmless BAIFA Indemnified Parties, and any or all of their commissioners, officers, and employees, including temporary BAIFA employees, from and against any and all claims, liabilities, losses, damages or expenses (including reasonable attorneys' fees and related costs,…	*Please consider the following change to this requirement:* 10.2.2. Patent and Copyright Infringement TSI shall indemnify, defend and hold harmless BAIFA Indemnified Parties, and any or all of their commissioners, officers, and employees, including temporary BAIFA employees, from and against ~~any and all~~ claims, liabilities, losses, ~~damages~~ or expenses (including reasonable attorneys' fees and related costs, …. ***Justification:*** *No insurance policy covers "any and all" or "alleged to have occurred." Overly broad language will result in gaps in insurance coverage. Also note that while 10.2.1. does not specify "reasonable" attorney's fees, 10.2.2. does.*	After consideration, no change will be made.

Item #	RFP section or RFP appendix number	Attachment # and title	Page #	Section #	Specific and applicable text	Request for clarification or exception	Response
12	Appendix 3	Agreement for BAIFA Express Lane Network Toll System Integration & Maintenance	36	11.1	11. INSURANCE REQUIREMENTS 11.1. MINIMUM COVERAGES The insurance requirements specified in this section shall cover TSI's own liability and the liability arising out of work or services performed under this Agreement by any subconsultants… 2. Commercial General Liability Insurance for Bodily Injury and Property Damage liability, covering the operations of TSI and TSI's officers, agents, and employees and with limits of liability … in favor of BAIFA. BAIFA and those entities listed in Article 11.9 and their commissioners, directors, officers, representatives, agents and employees are to be named as additional insureds. ….	*Please consider the following change to this requirement:* 11. INSURANCE REQUIREMENTS MINIMUM COVERAGES 11.1. The insurance requirements specified in this section shall cover TSI's own liability and the **contractual** liability arising out of work or services performed under this Agreement by any subconsultants… 2. Commercial General Liability Insurance for Bodily Injury and Property Damage liability, covering the operations, **as outlined in this Agreement,** of TSI and TSI's officers, agents, and employees and with limits of liability … in favor of BAIFA. BAIFA and those entities listed in Article 11.9 and their commissioners, directors, officers, representatives, agents and employees are to be named as additional insureds**, with respect to the TSI's operations outlined herein**. ….	After consideration, no change will be made.
13	Appendix 3	Agreement for BAIFA Express Lane Network Toll System Integration & Maintenance	37	11.1	11. INSURANCE REQUIREMENTS 11.1. MINIMUM COVERAGES 5. Professional Liability Insurance for Consultant's acts, errors and omissions including for any actual or alleged violations of service mark, trademark, trade name, copyright, or for plagiarism, or misappropriation of ideas and the resulting damages, including, but not limited to, economic loss to BAIFA and having minimum limits of $5,000,000 per claim.	*Please consider the following change to this requirement:* 5. Professional Liability Insurance for Consultant's acts, errors and omissions including for any actual or alleged violations of service mark, trademark, trade name, copyright, or for plagiarism, or misappropriation of ideas and the resulting damages, **in connection with the performance of the services outlined in the Agreement,** including, but not limited to, economic loss to BAIFA and having minimum limits of $5,000,000 per claim. ***Justification:*** *The proposed changes provide a reasonable clarification of the exact scope of the required coverage.*	After consideration, no change will be made.

Item #	RFP section or RFP appendix number	Attachment # and title	Page #	Section #	Specific and applicable text	Request for clarification or exception	Response
14	Appendix 3	Agreement for BAIFA Express Lane Network Toll System Integration & Maintenance	37	11.1	11. INSURANCE REQUIREMENTS 11.1. MINIMUM COVERAGES Professional Liability Insurance (con't) The policy shall provide coverage for all work performed by TSI and any work performed or conducted by any subcontractor/consultant working for or performing services on behalf of the TSI. No contract or agreement between TSI and any subcontractor/consultant shall relieve TSI of the responsibility for providing this Professional Liability (or Errors and Omissions) coverage for all work performed by TSI and any subcontractor/consultant working on behalf of TSI on the project.	*Please consider the following change to this requirement:* Professional Liability Insurance (con't) The policy shall provide coverage for all work performed by TSI. ~~**and any work performed or conducted by any subcontractor/consultant working for or performing services on behalf of the TSI. No contract or agreement between TSI and any subcontractor/consultant shall relieve TSI of the responsibility for providing this Professional Liability (or Errors and Omissions) coverage for all work performed by TSI and any subcontractor/consultant working on behalf of TSI on the project**~~. **TSI 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 professional liability insurance coverage with appropriate limits and endorsements to cover such risks.** ***Justification:*** *Please note that the TSI does not insure its subcontractors and Agents. These edits are consistent with the language already contained in Section 11.1 of this Agreement. NOTE: This will also need to be modified in FORM I.*	After consideration, no change will be made.
15	Appendix 3	Agreement for BAIFA Express Lane Network Toll System Integration & Maintenance	37	11.1	11. INSURANCE REQUIREMENTS 11.1. MINIMUM COVERAGES 7. TSIs' Pollution Liability Insurance. TSIs' Pollution Liability insurance for bodily injury and property damage coverage with a combined single limit for bodily injury and property damage of at least $1,000,000 per occurrence or claim and a general aggregate limit of at least $1,000,000. This insurance shall include coverage for, but not be limited to sudden and accidental discharges; gradual discharges, clean-up of pollutants and disposal thereof; and, mold, asbestos or lead, if an abatement contract. If TSI disposes of Hazardous Materials under this Agreement, TSI shall designate the disposal site and provide a certificate of insurance from the disposal facility to BAIFA.	*Please confirm that there is an actual need for the TSI to have specific Pollution Liability Insurance for this project as such coverage would necessitate a project specific policy. Alternatively, it is respectfully requested that the above language be deleted and replaced with:* **"TSI will provide coverage for claims for bodily injury or property damage resulting from a pollution incident caused by TSI or its subcontractors while at the job site, and for "products pollution"—pollution caused by our products or work."** *NOTE: This will also need to be modified in FORM I.*	BAIFA does accept the proposed revision, and Proposers are expected to indicate compliance with the Pollution Liability Insurance requirement as stated.
16	Appendix 3	Agreement for BAIFA Express Lane Network Toll System Integration & Maintenance	38	11.5	CLAIMS MADE COVERAGE. 11.5. 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	*Please consider the following change to this requirement:* CLAIMS MADE COVERAGE. 11.5. 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 **with the exception of professional liability**; and ***Justification:*** *Per industry standard, additional insureds cannot be listed for professional liability insurance. NOTE: This will also need to be modified in FORM I.*	After consideration, no changes will be made. Professional liability coverage does not require or apply to the additional insureds.

Item #	RFP section or RFP appendix number	Attachment # and title	Page #	Section #	Specific and applicable text	Request for clarification or exception	Response
17	Appendix 3	Agreement for BAIFA Express Lane Network Toll System Integration & Maintenance	54	15.3.1	15.3 TERMINATION FOR TSI'S DEFAULT 15.3.1. Default Defined Default by TSI shall include (a) breach of a material provision of the Agreement, and failure to correct such breach within the cure period provided below under the notice of default described in Article 14.3.2;	*Please note there is no Article 14.3.2.*	Please see Addendum No. 3, Item 1, revising RFP Appendix 3 at Article 15.3.1 to revise the reference to Article 15.3.2.
18	Appendix 3	Agreement for BAIFA Express Lane Network Toll System Integration & Maintenance	9	3.1	3. PAYMENT 3.1. GENERAL Prior to the first payment by BAIFA pursuant to this Agreement, …. TSI's final invoice must include the certification that all Personally Identifiable Information (PII) has been destroyed in accordance with Article 4.3.2.	*Can BAIFA please clarify the correct reference number?* 3. PAYMENT 3.1. GENERAL Prior to the first payment by BAIFA pursuant to this Agreement, …. TSI's final invoice must include the certification that all Personally Identifiable Information (PII) has been destroyed in accordance with Article ~~4.3.2.~~ **4.4.2.**	Please see Addendum No. 3, Item 1, revising RFP Appendix 3 at Article 3.1 to revise the reference to Article 4.4.2.
19	Appendix 1	Attachment A-2 Implementation Requirements	45 of 47	12.1	12. Software and Documentation Requirements 12.1 General Requirements 12.1.12 The TSI shall deliver all materials, software and related documentation in compliance with the Agreement regarding Source Code. The TSI shall deliver these materials to BAIFA with enough time to meet the Attachment B, Schedule and Project Milestone Dates. 12.1.13 A BAIFA designated and funded Third Party will follow the Source Code Documentation and load the Source Code on a server and compile it. The Third Party will provide written feedback if the compilation effort fails. 12.1.14 If the Third Party succeeds in compiling the Source Code, the TSI meets the Third Party Source Code Compilation Milestone. 12.1.15 The TSI may request to observe the Source Code compilation.	*Please consider the following change to this requirement:* 12.1 General Requirements 12.1.12 The TSI shall deliver all materials, software and related documentation in compliance with the Agreement regarding Source Code. **With the exception of the Source Code, which shall be placed directly into Escrow,** the TSI shall deliver these materials to BAIFA with enough time to meet the Attachment B, Schedule and Project Milestone Dates. 12.1.13 ~~**Utilizing the Full Verification procedures of the Escrow Agent, A BAIFA designated and funded Third Party will follow the Source Code Documentation and load the Source Code on a server and compile it. The Third Party will provide written feedback if the compilation effort fails.**~~ **The Escrow Agent will conduct a Full test of deposited source code to ensure it can be built into a working system. The Escrow Agent verification consultant observes the complete build process at the software Depositor's site and ensures that all files and information required to build the system are included in the deposit. Every detail of the environment and the build process is documented in a comprehensive report.** **Included as deliverables will be a Verification Report detailing the environment required (including third party products and utilities), configuration required and precise details of the complete build process. The Verification Report is stored with the Escrow deposit. Copies are provided to the TSI and BAIFA.**	After consideration, no change will be made.

Item #	RFP section or RFP appendix number	Attachment # and title	Page #	Section #	Specific and applicable text	Request for clarification or exception	Response
20	Appendix 1	Attachment A-2 Implementation Requirements	45 of 47	12.1	12. Software and Documentation Requirements 12.1 General Requirements 12.1.12 The TSI shall deliver all materials, software and related documentation in compliance with the Agreement regarding Source Code. The TSI shall deliver these materials to BAIFA with enough time to meet the Attachment B, Schedule and Project Milestone Dates. 12.1.13 A BAIFA designated and funded Third Party will follow the Source Code Documentation and load the Source Code on a server and compile it. The Third Party will provide written feedback if the compilation effort fails. 12.1.14 If the Third Party succeeds in compiling the Source Code, the TSI meets the Third Party Source Code Compilation Milestone. 12.1.15 The TSI may request to observe the Source Code compilation.	12.1.14 If the Escrow Agent Third Party succeeds in compiling the Source Code, the TSI meets the Third Party Source Code Compilation Milestone. Justification: Based upon sound business practices, the TSI does not deliver its source code directly to its clients but instead, places the code with an Escrow Agent. For the above verification requirement, BAIFA should budget $18,950 + expenses for each time it wishes to conduct such a verification. However, it should be mentioned that the TSI has installed toll systems throughout the United States and Internationally for many, many years with continued success without the added expense of such additional procedures.	See Addendum 2, Items 23 and 24, for revisions to Attachment A-2, Implementation Requirements, Section 12.1.
21	Appendix 3	Agreement for BAIFA Express Lane Network Toll System Integration & Maintenance	18	3.1	Destroyed in accordance with Article 4.3.2	Can BAIFA clarify whether this requirement should read destroyed in accordance with 4.4.2?	Please see Addendum No. 3, Item 1, revising RFP Appendix 3 at Article 3.1 to revise the reference to Article 4.4.2.
22	Appendix 3	Agreement for BAIFA EL NT System Integration & Maintenance	14	4.1.10	The term “Software Documentation” means the Source Code on industry standard media and Source Code listing in human readable form of all Software including…	Software documentation includes Source Code, which by reference is included in 4.1.18 "Work Product" which by reference is included in 4.2.3 which states that Work Product is owned by BAIFA. BAIFA should not own TSI Source Code.	Please note that Article 4.1.18 excludes TSI Software from Work Products.
23	Appendix 3	Agreement for BAIFA EL NT System Integration & Maintenance	16	4.1.18	excluding TSI Software. Work Product includes, without limitation, Software Documentation and Special Hardware Documentation	Software documentation includes Source Code, which by reference is included in 4.1.18 "Work Product" which by reference is included in 4.2.3 which states that Work Product is owned by BAIFA. BAIFA should not own TSI Source Code	Please note that Article 4.1.18 excludes TSI Software from Work Products.
24	Appendix 3	Agreement for BAIFA EL NT System Integration & Maintenance	17	4.2.3	Work Products shall be and are the property of BAIFA.	Software documentation includes Source Code, which by reference is included in 4.1.18 "Work Product" which by reference is included in 4.2.3 which states that Work Product is owned by BAIFA. BAIFA should not own TSI Source Code	Please note that Article 4.1.18 excludes TSI Software from Work Products.
25	RFP, Section XI, General Conditions	Section H, Bond Requirement	32	H	A performance bond is required in the amount of the total contract value.	Will BAIFA consider a reduction in the performance/payment bond amounts to an initial bond in the amount of the implementation and a subsequent bond to be provided in the annual amount of the maintenance?	Please see Addendum 3, Item 1, revising RFP Appendix 3 at Articles 11.10.1 and 11.10.3.

Item #	RFP section or RFP appendix number	Attachment # and title	Page #	Section #	Specific and applicable text	Request for clarification or exception	Response
26	RFP	Form I	pdf pages 39 - 42	Form I	The Proposer is required to sign the Insurance Provision Acknowledgement.	Will the BAIFA allow changes to the RFP insurance language in accordance with Proposer's corporate insurance policies to be identified on this Form?	BAIFA expects proposers to indicate compliance with BAIFA's insurance requirements as stated, and cannot revise the requirements based on proposers' policies. If a firm wishes to request specific exceptions, it may do so in accordance with the instructions set forth in the RFP.
27	Appendix 1	Attachment A-1 System Requirements	58	6.1.3	The TCS shall record the license plate number, state (or providence/country) and confidence level for each human readable image at either the lane-level or at the Host depending on the TSI's solution.	Can BAIFA please clarify the states that are required to be supported?	The TSI shall provide accurate support for as many states (providence/country) in order to meet Req. 2.5 shown in Table 2 of Appendix 1, Attachment C, Performance Requirements and Penalties.
28	RFP App1	Agreement	1	1.1.1	Documents comprising agreement	REQUESTED REVSION; Precedence of the accepted proposal (upon which an award is made) over the RFP in order to accommodate the possibility that the ultimate solution accepted (per BAFO) differs from what was originally solicited in the RFP, or has otherwise been clarified, refined and agreed in the BAFO. The BAIFA Express Lane Network (ELN) Toll Collection System (TCS) Agreement consists of the following signed documents, in order of precedence: a. Change Orders; b. Agreement terms and conditions, including Approved Project Schedules; c. Approved System Design Document; ~~d. Attachment A, Scope of Work, including its Attachments;~~ ~~e. The Request for Proposal dated xx, 2013, as revised by any Addenda issued;~~ e. TSI's Proposal dated xx, 2013, as revised by Best and Final Offer dated xx, 2013. f. The Request for Proposal dated xx, 2013, as revised by any Addenda issued	After consideration, the only change BAIFA made was to combine item c, "Approved System Design Document" with item b, "Agreement terms and conditions, including Approved Project Schedules." Please see Addendum No. 3, Item 1, revising RFP Appendix 3 at Article 1.1.1.
29	RFP App3	Agreement	1	1.1.1	See requested revision to text.	Delete reference authorizing BAIFA PM unilateral discretion in interpreting contract provisions which binds TSI: If the above order of precedence does not resolve a conflict, the BAIFA Project Manager shall make a determination of the appropriate interpretation, which TSI agrees to implement, subject to the claims procedure in Article 13.2. In the event of a conflict between one or more provisions within one of the contract documents listed above, the more stringent provision with respect to TSI's duties and responsibilities shall prevail.	After consideration, no change will be made.

Item #	RFP section or RFP appendix number	Attachment # and title	Page #	Section #	Specific and applicable text	Request for clarification or exception	Response
30	RFP App3	Agreement	9	3.2	Maximum Payment (see requested revisions to text)	REQUESTED REVSION: TSI's obligation to perform corresponds with BAIFA's duty and ability to pay and is subject to BAIFA's stated 'not-to-exceed' (aka 'Maximum Payment') amount. Subject to duly executed amendments, it is expressly understood and agreed that in no event will the total compensation to be paid TSI under this Agreement exceed the sum of [SPELL OUT AMOUNT IN WHOLE DOLLARS ($_____)] ("Maximum Payment"), subject to the availability of funds and annual budget authorization by BAIFA. Should BAIFA terminate this Agreement before the expiration of the initial contract term due to the unavailability of funds or lack of annual budge authorization, the conditions of Article 15.2, Termination for the Convenience of BAIFA, would apply. In the event the "Maximum Payment" amount has been reached, or if sufficient funding has not been appropriated in any current year or subsequent year, then TSI shall be entitled to stop work until such time as the BAIFA shall secure additional funding or increase the cost limit.	After consideration, no change will be made.
31	RFP App3	Agreement	9	3.2	Maximum Payment (see requested revisions to text)	REQUESTED CLARIFICATION: "subject to the availability of funds and annual budget authorization by BAIFA": if funds are not available, how would they be made available in order to pay the fee for termination of convenience and make sure the contractor is properly compensated? How does BAIFA secure its multi-year funding for at least the initial design and construction part?	BAIFA has budgeted for this work. Future work is subject to the availability of funding.
32	RFP App3	Agreement	10	3.3.3	Withheld Amounts and Final Payment See requested revision to text.	REQUESTED REVSION; Any withholding right by BAIFA be subject to objective, specific guidelines, mutually agreed upon award.	After consideration, no change will be made.
33	RFP App3	Agreement	10	3.3.3	Withheld Amounts and Final Payment See requested revision to text.	BAIFA will withhold as a retainage 5% of the value of each payment due Attachment C-5, Implementation Milestone Payments, until all services required through System Acceptance as defined in Article 5.7, have been completed and accepted by BAIFA. such corresponding Milestone has been achieved and TSI Final payment of any balance due to TSI, including any amounts withheld, will be made promptly has received upon written notification by BAIFA of System Acceptance and after receipt and written of acceptance by BAIFA of the System Acceptance-related reports and working papers which are required to be furnished under this Agreement. Retainage will shall not be withheld on Maintenance payments.	After consideration, no change will be made.
34	RFP App3	Agreement	10	3.3.3	Withheld Amounts and Final Payment See requested revision to text.	REQUESTED CLARIFICATION: What is the payment term in days after the invoice has been issued?	Please see Article 3.1 of the Agreement.
35	RFP App3	Agreement	10	3.4.3	TSI Performance and Penalties: Attachment F's Performance Requirements may be waived due to extraordinary or unforeseen events or due to circumstances beyond the control of the TSI as determined by the BAIFA Project Manager."	REQUESTED REVISION: The wording should state more clearly that in such events out of the TSI's control, which cause the performance requirements not to be met, the TSI cannot be held responsible for such a situation which is by definition out of its control. The current wording still leaves a large room for a different interpretation.	After consideration, no change will be made.

Item #	RFP section or RFP appendix number	Attachment # and title	Page #	Section #	Specific and applicable text	Request for clarification or exception	Response
36	RFP App3	Agreement	27	7.1	Warranty Term. See requested revisions to text.	Requested revision: Add clarifying standard warranty disclaimer.The TSI's warranties under Articles 7.2 and 7.5 shall begin at Agreement execution and remain in effect for one year from the date of Project Completion, as defined in Article 8.1, Project Completion. ~~The TSI's warranties under Articles 7.3 and Article 7.4 shall commence at agreement execution and shall be perpetual.~~	After consideration, no change will be made.
37	RFP App3	Agreement	27	7.1	Warranty Term. See requested revisions to text.	TSI shall provide all standard manufacturers' warranties, guarantees, and/or exchange policies for defective items, which are offered through the manufacturers themselves. TSI makes no other warranties whatsoever, express or implied, with regard to the hardware and commercial off-the-shelf software, in whole or in part. TSI explicitly disclaims all warranties of merchantability and fitness for a particular purpose. TSI shall also pass on to the Authority TSI's standard warranty for TSI's' products and services. Manufacturer warranties from third party software providers, where applicable, shall be passed on to BAIFA.	After consideration, no change will be made.
38	RFP App3	Agreement	31	9.1.2	Subcontractor Agreements: "Applicable provisions of this Agreement shall be included in any subcontract or subconsultant agreement in excess of $25,000 entered into under this Agreement."	What provisions are deemed "applicable"?	In addition to those specifically identified in RFP, Appendix 3, Agreement, it is the proposer's responsibility to determine provisions applicable to subcontractors.
39	RFP App3	Agreement	33	10.2.1	Indemnification : GeneralSee requested revision.	REQUESTED REVSION; Indemnification obligation limited to actual damages, pursuant to a rendered judgment from a court of competent jurisdiction, for negligent acts or omissions.	After consideration, no change will be made.
40	RFP App3	Agreement	33	10.2.1	Indemnification : GeneralSee requested revision.	The parties will, upon award, mutually agree on a reasonable aggregate cap on liability (contract value for the 12 preceding months) and, the exclusion of consequential, special or indirect damages as to both parties.	After consideration, no change will be made.
41	RFP App3	Agreement	33	10.2.1	Indemnification : GeneralSee requested revision.	REQUESTED REVSION; TSI will have no liability for infringement where BAIFA alters intellectual property or where BAIFA continues use intellectual property after BAIFA has been notified of infringement.	After consideration, no change will be made.

Item #	RFP section or RFP appendix number	Attachment # and title	Page #	Section #	Specific and applicable text	Request for clarification or exception	Response
42	RFP App3	Agreement	33	10.2.1	Indemnification : GeneralSee requested revision.	To the maximum extent permitted by law, TSI shall indemnify, keep and hold harmless BAIFA and those entities (if any) identified as additional insureds in Article 11.9 and their commissioners, directors, officers, ~~agents~~, and employees ("BAIFA Indemnified Parties") against actual damages, pursuant to a rendered judgment from a court of competent jurisdiction, ~~any and all demands, claims, suits or actions~~ arising out of any injury or death to persons or property, ~~or pecuniary, financial or economic losses that may occur, or that may be alleged to have occurred~~, arising from the performance of this Agreement by TSI caused by ~~any breach of the Agreement or~~ negligent act or omission or willful misconduct of the TSI or its officers, employees, subconsultants or authorized agents. TSI further agrees to defend any and all such claims, actions, suits or other legal proceedings and pay all charges of attorneys and all other costs and expenses of defenses as they are incurred. If any judgment is rendered against any of the BAIFA Indemnified Parties, TSI shall, at its expense, satisfy and discharge the same. The provisions set forth in this Article are intended to be applied to the fullest extent allowed under the law and, if any portion of it is found to be void or unenforceable, the remainder is to be severable and enforceable. Notwithstanding any other provision to the contrary, the parties agree to submit to mediation pursuant to Article 13.3.2, Controversies Subject to Alternative Dispute Resolution, in the event they cannot come to an agreement concerning their respective obligations to defend claims, etc. under this Article 10.2.1 because of a causation dispute.	After consideration, no change will be made.
43	RFP App3	Agreement	33	10.2.1	Indemnification : GeneralSee requested revision.	NEITHER PARTY SHALL BE LIABLE FOR INDIRECT, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE, AND EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.	After consideration, no change will be made.
44	RFP App3	Agreement	33	10.2.1	Indemnification : GeneralSee requested revision.	TSI's total cumulative, aggregate liability for any and all actions, shall not exceed the U.S. dollar equivalent of the total amount of products or services supplied by TSI pursuant to this Agreement during the twelve (12) months immediately preceding the date TSI is notified of any claim.	After consideration, no change will be made.
45	RFP App3	Agreement	33	10.2.1	Indemnification : GeneralSee requested revision.	TSI assumes no liability, and shall have no liability, for any infringement claim based on: (i) BAIFA's use of any software or product after notice that BAIFA should cease use of such product due to an infringement claim; (ii) any modification of a product by BAIFA or at its direction; (iii) BAIFA's combination of a product with non-TSI programs, data, hardware, or other materials; (iv) BAIFA's use of TSI's products in a way other than intended or directed by TSI; or (v) any trademark infringement involving any marking or branding not applied by TSI or involving any marking or branding applied at BAIFA's request.	After consideration, no change will be made.

Item #	RFP section or RFP appendix number	Attachment # and title	Page #	Section #	Specific and applicable text	Request for clarification or exception	Response
46	RFP App3	Agreement	34	10.3.1	Risk of Loss of Toll Collection Revenue. See requested revision.	REQUESTED REVSION; The parties will, upon award mutually agree to an aggregate monthly cap in connection with lost revenue. The lost toll income should be capped in proportion of the contract value, as expected for this kind of contract.	After consideration, no change will be made.
47	RFP App3	Agreement	34	10.3.1	Risk of Loss of Toll Collection Revenue. See requested revision.	REQUESTED REVSION; Any "claims" for failure must be substantiated and shown to proceed directly from TCI's performance or delivery in order for liability to attach.	After consideration, no change will be made.
48	RFP App3	Agreement	34	10.3.1	Risk of Loss of Toll Collection Revenue. See requested revision.	At all times throughout the term of this Agreement or any extension thereof, TSI shall bear all risk of loss to toll revenue collected by the ELN TCS ~~and~~ which proceeds directly from ~~due to any~~a substantiated failure by the ELN TCS to properly process data, except for loss caused by the sole negligence or wrong-doing of BAIFA.	Requested revisions are not acceptable. But please see Addendum No. 3, Item 1, revising RFP Appendix 3 at Article 10.3.1.
49	RFP App3	Agreement	34	10.3.1	Risk of Loss of Toll Collection Revenue. See requested revision.	REQUESTED REVSION; In the event of damage or loss is due to BAIFA's negligence, BAIFA shall bear the replacement costs (not TSI).	Please review Article 10.3.2 of the Agreement. The Article states BAIFA will pay for costs related to BAIFA's negligence through reimbursement to the TSI.
50	RFP App3	Agreement	34	10.3.1	Risk of Loss of Toll Collection Revenue. See requested revision.	REQUESTED CLARIFICATION: "TSI shall bear all risk of loss to toll revenue due to any failure by the ELN TCS to properly process data". This clause seems excessive when the contract already defines stringent performance requirements (including scope of application and exceptions) and the corresponding sanctions.	Please see Addendum No. 3, Item 1, revising RFP Appendix 3 at Article 10.3.1.
51	RFP App3	Agreement	34	10.3.1	Risk of Loss of Toll Collection Revenue. See requested revision.	REQUESTED CLARIFICATION: The only exception "except for loss caused by the sole negligence or wrong-doing of BAIFA" is too limitative since there can be other reasons out of the TSI's control that could cause this loss of toll revenue and for which the TSI could logically not be held responsible."	Please see Addendum No. 3, Item 1, revising RFP Appendix 3 at Article 10.3.1.
52	RFP App3	Agreement	34	10.3.2	Risk of Damage and Loss to ELN TCS See requested revised text.	**10.3.2. Risk of Damage and Loss to ELN TCS.** Until Project Completion, TSI shall bear all risk of damage or loss to the ELN TCS, including all materials, equipment and property required for the implementation of the Project, including any ELN TCS equipment located off-site for repair or any other reason (with the exception of materials, equipment or property located at BAIFA's office or any other site the usage of which is controlled by BAIFA) except for damage and loss ~~BAIFA agrees~~which was caused by the sole negligence or wrong-doing of BAIFA. In the case of damage or loss that ~~BAIFA agrees~~ was caused by the sole negligence or wrong-doing of BAIFA, TSI must promptly replace the damaged or lost portions of the ELN TCS at ~~TSI's~~ BAIFA's cost, plus a 10% administrative markup fee, and submit the amount(s) thus expended to BAIFA for reimbursement as a clearly identified, separate item on its next invoice to BAIFA.	Please review Article 10.3.2 of the Agreement. The Article states BAIFA will pay for costs related to BAIFA's negligence through reimbursement to the TSI.
53	RFP App3	Agreement	34	10.3.2	Risk of Damage and Loss to ELN TCS See requested revised text.	REQUESTED CLARIFICATION: "TSI must promptly replace the damaged or lost portions of the ELN TCS at TSI's cost, plus a 10% administrative markup fee". The administrative fee seems onerous, when the TSI's obligations are already compelling enough.	Please review Article 10.3.2 of the Agreement. The Article states BAIFA will pay for costs related to BAIFA's negligence through reimbursement to the TSI with a 10% mark-up to the TSI's costs.

Item #	RFP section or RFP appendix number	Attachment # and title	Page #	Section #	Specific and applicable text	Request for clarification or exception	Response
54	RFP App 3	Agreement	39	11.1	Financial Security (Bonds) See Requested Clarification	The bonded value includes the maintenance amount which is not usual for this kind of long-term project, where (in general) separate bonds are issued during the implementation and maintenance/operations phases. The current wording could lead some sureties to consider the bond maturity to cover an excessive period of time (implementation+maintenance) and therefore consider the project to not be bondable.	Please see Addendum 3, Item 1, revising RFP Appendix 3 at Articles 11.10.1 and 11.10.3..
55	RFP App 3	Agreement	53	15.2	Termination for the Convenience of BAIFA. See requested revised text.	REQUESTED REVSION: Reimbursement of unamortized costs of equipment purchased or leased to deliver under the Agreement and for services rendered up to the date of any termination.	After consideration, no change will be made.
56	RFP App 3	Agreement	53	15.2	Termination for the Convenience of BAIFA. See requested revised text.	BAIFA may terminate this Agreement, in whole or in part, at any time by written notice to TSI. Upon receipt of notice of termination, TSI shall stop work under this Agreement immediately, to the extent provided in the notice of termination, and shall promptly submit its termination claim to BAIFA. TSI shall be reimbursed for unamortized costs ~~incurred~~ of any equipment purchased by TSI to provide the services, any remaining lease payments associated with any equipment leased by TSI to provide the services and any prepaid amounts under equipment or software maintenance agreements that TSI has executed in order to properly maintain the applicable equipment and software, and actual costs up to and including date of termination and for services already rendered; ~~for incomplete Work~~, except for ~~limited to only that~~ Work authorized by a BAIFA NTP, conducted up to the time of termination; a reasonable profit not to exceed 5%; ~~and reasonable termination costs, not to exceed the amount payable under the Agreement for such Work. Termination costs include losses that have been or will be reasonably and properly incurred by TSI as a direct result of the termination of the Agreement, but only to the extent that the losses are incurred in connection with the Project and in respect of the provision of~~	After consideration, no change will be made. However, the items listed in your requested revision may be allowable for reimbursement as termination costs depending on the circumstances. In such case, the costs would be covered under the existing language.
57	RFP App 3	Agreement	54	15.3	Termination for Default See requested revised text	REQUESTED REVSION: 30 days to cure calculated from date of receipt of written notice of default, and the reimbursement of unamortized costs of equipment purchased or leased to deliver under the Agreement and for services rendered up to the date of any termination.	After consideration, no change will be made.
58	RFP App 3	Agreement	54	15.3	Termination for Default See requested revised text	REQUESTED REVSION: Any offset for extra costs associated with completing the work in the event of default to be limited to a "substantially similar pricing standard"	After consideration, no change will be made.

Item #	RFP section or RFP appendix number	Attachment # and title	Page #	Section #	Specific and applicable text	Request for clarification or exception	Response
59	RFP App 3	Agreement	54	15.3	Termination for Default See requested revised text	If TSI does not deliver the Work specified in this Agreement in accordance with the delivery schedule or fails to perform in the manner called for in the Agreement, or if TSI fails to comply with any other material provision of the Agreement, BAIFA may terminate this Agreement for default. Termination shall be effected by serving a ~~fifteen~~ thirty (~~15~~30) day (or other reasonable period to be determined by BAIFA) advance written notice of termination on TSI, setting forth the manner in which TSI is in default. If TSI does not cure the breach or describe to BAIFA's satisfaction a plan for curing the breach within ~~the fifteen~~ thirty (30~~15~~) days of receiving such notice, ~~period (or other period specified by BAIFA)~~, BAIFA may terminate the Agreement for default. In the event of such termination for default, TSI will be entitled to be reimbursed for work performed in full compliance with the contract requirements as follows: TSI shall be reimbursed for unamortized costs ~~incurred~~ of any equipment purchased by TSI to provide the services, any remaining lease payments associated with any equipment leased by TSI to provide the services and any prepaid amounts under equipment or software maintenance agreements that TSI has executed in order to properly maintain the applicable equipment and software, and actual costs up to and including date of termination and for services already rendered~~for incomplete Work up to the time of termination, not to exceed the amount payable under the Agreement for such Work~~. Such reimbursement will be offset by any extra costs incurred by BAIFA to complete work required under the Agreement, such offset subject to pricing which is substantially similar to the pricing agreed between TSI and BAIFA . In no event shall BAIFA be required to reimburse TSI for any costs incurred for work causing or contributing to the default. If TSI has any property in its possession belonging to BAIFA, TSI will account for the same, and dispose of it in the manner BAIFA directs. BAIFA shall not in any manner be liable for the TSI's actual or projected lost profits had the TSI completed the services required by this Agreement.	After consideration, no change will be made.
60	RFP App3	Agreement	55	15.5	Actions Taken Following Termination. See requested revised text.	REQUESTED REVSION; Transfer of title subject to payment of all outstanding invoices.	After consideration, no change will be made.

Item #	RFP section or RFP appendix number	Attachment # and title	Page #	Section #	Specific and applicable text	Request for clarification or exception	Response
61	RFP App3	Agreement	55	15.5	Actions Taken Following Termination. See requested revised text.	Immediately upon receipt of a notice of termination, the TSI shall: (a) stop work under the Agreement on the date and to the extent specified in said notice; (b) terminate, unless otherwise directed by the BAIFA Project Manager, all orders and subcontracts to the extent that they relate to the performance of work terminated and place no further orders or subcontracts for materials, services or facilities, except as may be necessary for the completion of such portion of the work under the Agreement as is not terminated; (c) if directed by the BAIFA Project Manager, assign to BAIFA all of the right, title and interest of the TSI under any orders and subcontracts; (d) if directed by the BAIFA Project Manager, transfer title and deliver to BAIFA ~~(i) work in progress, completed work, supplies, and other material produced as a part of, or acquired in connection with the performance of, the Work terminated by the Notice of Termination; and (ii)~~ the completed or partially completed plans, drawings, manuals, information and other property which, if the contract had been completed, would have been required to be furnished to BAIFA; (e) complete performance of such part of the work as shall not have been terminated by said notice; (f) if_termination was effected pursuant to Article 15.2, submit any claim for termination costs. ; ~~and (g) follow any other directions directed by the BAIFA Project Manager.~~	After consideration, no change will be made.
62	RFP App3	Agreement	55	15.6	Temporary Suspension of Work. See requested revised text.	REQUESTED REVSION; TSI's duty to continue work under any stop work provision is subject to BAIFA's corresponding duty to pay outstanding invoices. … In the event of a suspension of the work, TSI shall not be relieved of TSI's responsibilities under this Agreement, except the obligations to perform the work which BAIFA has specifically directed TSI to suspend under this section~~.~~, and BAIFA shall not be relieved of its obligation to pay outstanding invoices. …	After consideration, no change will be made. In the event of a suspension of work, BAIFA's obligation to pay TSI's outstanding invoices would be governed by Article 3 of the RFP Appendix 3, Agreement.
63	RFP APPENDIX 2	COST PROPOSAL Forms C-2	11	C-2	COST PROPOSAL Form C-2 MAINTENANCE	Can BAFIA please confirm that the Prevailing Wage requirements are not applicable to the maintenance portion of work to be performed under the Contract?	Prevailing Wage provisions shall apply during the entire project, to any work subject to such provisions.
64	Appendix 3		3	1.2.4	BAIFA's Right of Approval or Consent	Section 1.2.4 notes that consent will not be unreasonably withheld, conditioned or delayed. Given that unreasonably delayed is a subjective assessment, we request revision to that provision that will provide that BAIFA consent will be given within 7 days. Failure to give such approval within such time frame will be equal to approval. Any longer period will lead to TSI missing deadlines and incurring liquidated damages.	BAIFA's consent could take more than seven days. No change will be made. Please refer to RFP, Appendix 1, Attachment A-2, Implementation Requirements, Section 1.3.8.
65	Appendix 3		6	2.1	Agreement Term	BAIFA currently has the sole discretion to extend agreement. TSI cannot reasonably keep rates the same for 10 years. We request that both parties be required to agree to an extension and for extension to have reasonable increases based upon CPI or other formula.	Please see Addendum 2, Item 46.
66	Appendix 3		6	2.2	Guaranteed Completion Dates and Liquidated Damages	Large liquidated damages without caps carries significant risk for TSI. As such, we request BAIFA establish a reasonable limitation on liquidated damages during the Implementation phase.	After consideration, no change will be made.

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67	Appendix 3		9	3.1	General	In the event that BAIFA has a dispute over a portion of the invoice, please clarify that BAIFA will pay all undisputed amounts of any invoice within the 30 day period and will only retain the disputed portion of such invoice.	It is BAIFA's intent to pay undisputed amounts within the 30-day period. However, also see Articles 3.3.2 and 3.4.2 of the RFP Appendix 3, Agreement.
68	Appendix 3		9	3.3.1	Payment for Implementation	Provides for payments on completion. We request that this be amended to "substantial completion". There are always punch list items or other small items that remain to be completed, but once substantial completion has been reached, payment is appropriate.	After consideration, no change will be made.
69	Appendix 3		10	3.3.2, 3.4.2 + others	Invoices for Lump Sum Items, Invoices for Maintenance	These provisions allow BAIFA to exercise its sole opinion or discretion. We respectfully request that BAIFA should be willing to be held to a reasonable standard and that as such, changes are made to note that the standard is a reasonable standard.	After consideration, no change will be made.
70	Appendix 3		17	4.2.3	Work Products	Section 4.2.3: the TSI software that will be proposed is in concurrent use and maintenance at multiple locations, with on-going updates, bug fixes and performance improvements throughout the lifecycle of these projects, allowing all customers to benefit from system improvements. Please consider revising the last sentence in the first paragraph to allow that enhancements to the TSI's IP and know-how developed during implementation and maintenance are not considered work product under the Agreement.	After consideration, no change will be made. Please see RFP Appendix 3, Agreement, at Article 4.2.4, which provides a non-exclusive license to TSI Software.
71	Appendix 3		18	4.2.4	TSI Software	Section 4.2.4 makes several references to "disclose TSI Software" to BAIFA. Should this be interpreted as relating only to the Work Products as defined in 4.2.3, which acknowledges TSI's ownership of pre-existing and concurrently developed products.	After consideration, no change will be made.
72	Appendix 3		18	4.2.4	TSI Software	Section 4.2.4: please clarify that if BAIFA exercises its license through a third-party, that the third-party will be required to enter into a non-disclosure agreement to protect the TSI IP.	Please see Addendum No. 3, Item 1, revising the RFP, Appendix 3, Agreement, at 4.3.1 to require non-disclosure agreements to protect the TSI IP.
73 74	Appendix 3		19	4.2.6	Open Source / Freeware	The second sentence implies that Open Source / Freeware is any software that does not fall into the descriptions defined in Articles 4.2.3, 4.2.4 and 4.2.5. Please delete second sentence in the first paragraph and replace with: the Open Source / freeware to be used on the Project will be identified by the TSI and approved by BAIFA in advance of its use. TSI agrees to service and maintain all open source/freeware approved for use within the TSI's implementation.	Please see Addendum No. 3, Item 1, revising RFP Appendix 3, Agreement, at Article 4.2.6, to clarify Open Source/Freeware category.
75	Appendix 3		20	4.2.7	Escrow Agreement and Release	With respect to 4.2.7, source code of intellectual property owned by the TSI should only be released from escrow on very limited circumstances. We request that the source code not go to BAIFA upon completion of the Project. That is not appropriately a time for BAIFA to obtain TSI source code. Source code should go to BAIFA only upon circumstances described in items 1, 2, and 3. Should Source Code go to BAIFA, the Source Code should only be used for the Project, and any subsequent vendor should be required to enter into appropriate confidentiality agreements.	Please see Addendum No. 3, Item 1, revising RFP Appendix 3, Agreement, at Article 4.2.7.

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76	Appendix 3		30	8.2.2	Transition	This currently provides that Transition services expected to be provided by TSI at TSI's expense. Please advise if such services are to be priced in TSI's proposal or will be handled as a change order, as TSI cannot bear the cost of an unknown amount of transition services without an appropriate reserve or line item for such costs.	Please see Addendum 3, Item 9 revising RFP Appendix 1: Attachment A-3, Maintenance and Warranty Requirements, at section 15 to reflect that TSIs should include 80 hours in their cost proposal to provide for a transition plan and some or all of the transition items. If more hours are needed, BAIFA will exercise a change order.
77	Appendix 3		34	10.3.1	Risk of Loss of Toll Collection Revenue	As currently written, TSI must bear risk of all toll losses except due to sole negligence or wrong doing of BAIFA. If BAIFA is partially responsible, then we request that BAIFA bear the amount of damage that it is responsible for. And that TSI is responsible for the toll losses that it causes. This provision should exclude Force Majeure matters and any losses caused by actions of non-TSI-related third parties.	Please see Addendum No. 3, Item 1, revising RFP Appendix 3 at Article 10.3.1.
78	Appendix 3		35-39	11.2	11.2 "All policies will be issued by insurers acceptable to BAIFA, generally with a Best's Rating of A-X or better."	Where a large corporation does not carry insurance on a project by project basis, but rather for all work undertaken, please confirm that as long as the insurance carrier is licensed to do business in California and Best Rated A- or better, BAIFA will approve of that insurer?	No. BAIFA requires a Best's Rating of A-X or better.
79	Appendix 3		40	11.1	Financial Security (Bonds)	We request that the initial bond be for the amount of installation, with subsequent bonds for the annual maintenance cost. Bonding companies charge by the face value of the bond, and do not lower the price based upon release of a portion of the bond.	BAIFA will reduce the performance/payment bond amounts. Please see Addendum 3, Item 1, revising RFP Appendix 3 at Articles 11.10.1 and 11.10.3.
80	Appendix 3		53 and 54	15.1 and 15.3	Remedies for Breach and Terminations for TSI's Default	15.1 allows BAIFA to terminate for any failure to comply with the agreement, while 15.3 allows termination only after notice and an opportunity to cure. Suggest revising 15.1 to reflect a standard cure period before terminating the Agreement.	After consideration, no change will be made. If BAIFA is considering terminating the agreement for default, the cure period specified in Article 15.3 will apply.
81	RFP		3	Section II		We request that the Project Description, and ultimately the project schedule be revised to reflect that to the extent that items outside of TSI's hands, such as the length of the Environmental Review, exceed expected times, due dates for TSI services will be revised accordingly.	The TSI may use the change order process shown in Article 12 of the Agreement to make requests for schedule revisions due to non-TSI events or factors.
82	RFP		31	Section XI(E)		Section XI (E) notes that removal or replacement of any Key Personnel or subcontractors without written consent may be a material breach of contract. Please revise to reflect that California is an employment at will state and therefore, employees can leave the employ of the TSI without it being a breach. We request revision to this provision to note that TSI will not reassign or redeploy Key Personnel to another project or other duties without prior approval.	After consideration, no change will be made. TSI may not be able to prevent key staff from leaving, but it has to realize that if key staff does leave it may be considered a material breach of the agreement if BAIFA does not approve of the replacement.
83	Appendix 1: Attachment C		3	Section 1.7		We request that the "Stop Clock Conditions" be expanded to provide that any item out of TSI's control which results in TSI's inability to meet the requirements should be a Stop Clock Condition. This is a standard Force Majeure term.	After consideration, no change will be made. But please see RFP Appendix 3, Agreement, at Article 3.4.3.
84	Appendix 1: attachment A-3	Attachment A-3	3	4	Statement 4.3 - 'The TSI shall assume full responsibility for a toll equipment location as soon as the first piece of equipment at the toll equipment location has been installed.'	Is it the intent of this paragraph to convey that maintenance services shall begin at the time that any item of equipment is installed at a toll collection point, regardless of whether that particular site has been commissioned for revenue service? Please confirm that BAIFA	The TSI shall assume the responsibility and control for all installed or stored toll equipment at any toll equipment location as soon as any TSI provided equipment is

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						desires that maintenance services will commence prior to the TCS warranty period as defined earlier in paragraph 3.2?	installed or stored at the toll equipment location. Also, please see Addendum 3, Item 7, clarifying the commencement of the warranty period.
85	RFP Appendix 1 (Addendum 2, Q&A Item #15)	Attachment A-1, System Requirements	11	2.2.2.1	Correctly associate transponders to vehicles when the vehicles are traveling in the express lane, ~~straddling express and general purpose lanes~~, defined as a vehicle whose tires are within the express lanes or whose tires are on the pavement striping delineating the express lanes, or traveling in the express lane shoulder.	Requirement 2.2.2.1 has changed to include AVI transponder association in the express lane shoulder. Has the requirement for image capture also changed to capture images of vehicles in the express lane shoulder?	No, image capture for express lane shoulder has not changed. Please see Addendum 3, Items 3 and 9, for clarification.
86	RFP Appendix 1 (Addendum 2, Q&A Item #15)	Attachment A-1, System Requirements	11	2.2.2.1	Correctly associate transponders to vehicles when the vehicles are traveling in the express lane, ~~straddling express and general purpose lanes~~, defined as a vehicle whose tires are within the express lanes or whose tires are on the pavement striping delineating the express lanes, or traveling in the express lane shoulder.	If two vehicle traverse a read point gantry simultaneously (one in the express lane and one in the express lane shoulder), for which vehicle should the beacon light (hov2, hov3+ & violation) flash? Or, does another set of beacon lights need to be installed for the express lane shoulder?	No secondary beacons for the express lane shoulder will be needed. Please see Addendum 3, Item 4, for clarification.
87	RFP Section IX, page 11 (Addendum 2, Q&A Item #3)	Section IX, Form of Proposal	11	IX	The proposal copies shall contain only Proposal Sections 1 and 2. The CD shall contain Sections 1, 2 and 3…	Where shall bidders present hardcopies of Section 3? It was deleted in Addendum 2, item #3, and it appears that it is only being requested in the CD now, not hardcopy, please clarify.	Addendum 2, Item 3 references the proposal copies and does not change the requirement for Section 3 to be included in the original, which is a hardcopy.
88	RFP Section IX, page 12 (Addendum 2, Q&A Item #4)	Section IX, Form of Proposal Table 2	12	IX	Table 2: Proposal Organization and mandatory Page Limits	Section 2.6 Additional submittals and documentations have been deleted in Addendum 2. May bidders provide additional materials and documentation as appendices?	No, the proposer shall not submit any additional materials or documentation unless requested by BAIFA.
89	Appendix 1 Scope of Work	System Requirements, 3.1.1 for Host Processing	21	3.11	System must be designed to be scalable to handle future tolling projects.	Please clarify the specific requirements regarding the scalability related to future tolling projects. Additionally, please specify annual traffic growth estimates or in process planning related to future tolling projects.	Scalability is dependent on the proposer's solution to meet the requirements as stated in the RFP. The intent is that future Corridors' lane systems will seamlessly integrate into the ELN system. Estimated future growth for future projects is not available.
90	Appendix 2	Form G, Disposition/Issues Matrix	1,2	Intro	It is incumbent upon the proposer to provide a detailed list of all proposer compliance issues with the Request for Proposal (RFP) requirements, any areas that necessitate development, any other issue the proposer needs to identify with respect to the requirements and the proposed solution or approach.	The Form G instructions direct vendors to provide a detailed list of compliance issues with the Request for Proposal requirements. Please clarify whether the Business Rules Attachment A-4 are classified as requirements and require a response in Form G.	Yes, Attachment A-4, Business Rules, is part of the Scope of Work and therefore requirements of the RFP. Any compliance issues with the Business Rules should therefore be included in Form G: Disposition/Issues Matrix.
91	RFP	Table 1: Selection Timetable	8	Table 1	January 21, 2014 at 4:00 p.m. Closing date and time for receipt of proposals	We respectfully request that BAIFA consider changing the closing date for receipt of proposals to February 24, 2014, allowing vendors sufficient time for RFP review and to provide a responsible proposal.	Please refer to Addendum 3, Item 14 for a revised RFP selection timetable.
92	Questions and Answers (No.1)		2	12	Proposers should provide a breakdown of their proposed pricing structure for transparency into the Proposer's unit pricing. This may include itemizing MOT by closure type such as shoulder only closures, single lane closures, multi-lane closures, day, night, etc	Regarding question 12 [sic] relating to corridors, please specify whether closures will be by entire road zone, corridor, or read point.	Closures will vary by Corridor and will be dependent on the Traffic Control Plans, as coordinated between the TSI, BAIFA, the Civil Contractor(s), and Caltrans.

Item #	RFP section or RFP appendix number	Attachment # and title	Page #	Section #	Specific and applicable text	Request for clarification or exception	Response
93	Appendix 2. Revised Form C	Cost Proposal Form C-6 Hypothetical Project Estimate	22		Hypothetical Project Estimate	Please clarify if the hypothetical project estimates are included or outside the total cost for evaluation.	Form C-6: Hypothetical Project Estimate will not be included in the evaluation of the Cost Proposal.
94	Addendum No. 2	Questions and Answers No. 2	All	All	All	Approximately two-thirds of our questions have not been answered. (specific list follows). Does BAIFA anticipate issuing additional answers prior to the December 20 addendum? Will we have the opportunity to ask for clarification on these answers? These are the questions that were not addressed: 11/14/13 submittal: Q nos. 1, 7, and 9 thru 12 11/19/13 submittal: Q nos. 3, 5, 8,10, 11, 13 thru 18, 20, 21, 23, 24, 26, 30 thru 33, and 35 thru 50 11/21/13 submittal: Q nos. 4 thru 12	BAIFA will answer all questions submitted by official deadlines. BAIFA will consider answering questions submitted after official deadlines.
95	RFP Section IX. Form of Proposal, page 8	Addendum No. 2	Addendum pg 1	Add. Item No. 1	Final addendum issued December 20, 2013	The final addendum has now been delayed more than three weeks, being issued the Friday before Christmas week. Given the number of outstanding questions and the amount of time to reasonably be able to assimilate and respond to potential changes to the RFP, we respectfully request a two-week extension to submit the proposal responses on Tuesday, February 4.	Please refer to Addendum 3, Item 14 for a revised RFP selection timetable.
96	RFP App 1, System Requirements	Addendum No. 2	Addendum pg 4	Add. Item No. 18	Req. 3.15.1.9 The TSI shall be responsible for providing any solution to support the web portal ... BAIFA will provide communication services for the TSI to provide internet access for the Web Portal	Please clarify these requirements. What type of "communication services" does BAIFA anticipate providing? Is the web portal anticipated to be accessible from other MTC/BAIFA websites? What is the anticipated volume for the web portal?	Please see Addendum 3, Item 6 for clarification.
97	Addendum2	Addendum No. 2 Appendix 6	Addendum pg 48		TOTALS = 80 (Estimated Read Points) 55 (Estimated VTMS Points) 58 (Estimated CCTV Points) 80 (Estimated TMS Points) 7 (Estimated Hub Points)	Please confirm that the correct quantities to use for proposal costing -- with I-80 included -- are 100 (Read Points) 69 (VTMS Points) 70 (CCTV Points) 100 (TMS Points) 9 (Hub Points)	Please see Addendum 3, Item 12, for a revised “Quantities by Corridor” table.
98	RFP 2.2.2.1	Addendum No. 2	Addendum pg 3	Add. Item No. 11	2.2.2.1 Correctly associate transponders to vehicles when the vehicles are traveling in the express lane, ~~straddling express and general purpose lane~~s, defined as a vehicle whose tires are within the express lanes or whose tires are on the pavement striping delineating the express lanes, or traveling in the express lane shoulder.	Please clarify. If a four-tire vehicle has three tires completely inside the General Purpose lane and one tire on the pavement marking that separates the GP lane and the Express lane, does its AVI transponder contents have to be collected and associated per 2.2.2.1?	Please see Addendum 3, Items 3 and 10, for clarification.
99	RFP 2.2.2.1	Addendum No. 2	Addendum pg 3	Add. Item No. 11	2.2.2.1 Correctly associate transponders to vehicles when the vehicles are traveling in the express lane, ~~straddling express and general purpose lane~~s, defined as a vehicle whose tires are within the express lanes or whose tires are on the pavement striping delineating the express lanes, or traveling in the express lane shoulder.	Please clarify. If a four-tire vehicle has three tires completely inside the General Purpose lane and one tire completely inside the Express Lane, does its AVI transponder contents have to be collected and associated per 2.2.2.1?	Please see Addendum 3, Items 3 and 10, for clarification.
100	RFP 2.2.2.1	Addendum No. 2	Addendum pg 3	Add. Item No. 11	2.2.2.1 Correctly associate transponders to vehicles when the vehicles are traveling in the express lane, ~~straddling express and general purpose lane~~s, defined as a vehicle whose tires are within the express lanes or whose tires are on the pavement striping delineating the express lanes, or traveling in the express lane shoulder.	Please clarify. If a four-tire vehicle has two tires completely inside the Express lane and two tires completely inside the General Purpose lane, does its AVI transponder contents have to be collected and associated per 2.2.2.1?	Please see Addendum 3, Items 3 and 10, for clarification.

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101	RFP 2.2.2.1	Addendum No. 2	Addendum pg 3	Add. Item No. 11	2.2.2.1 Correctly associate transponders to vehicles when the vehicles are traveling in the express lane, ~~straddling express and general purpose lane~~s, defined as a vehicle whose tires are within the express lanes or whose tires are on the pavement striping delineating the express lanes, or traveling in the express lane shoulder.	Please clarify. If a four-tire vehicle has three tires completely inside the Express lane and one tire completely inside the General Purpose lane, does its AVI transponder contents have to be collected and associated per 2.2.2.1?	Please see Addendum 3, Items 3 and 10, for clarification.
102	RFP Section 14.1	Addendum No. 2	Addendum pg 5	Add. Item No. 11	14.1 After System Acceptance and on an annual basis, the TSI shall conduct an Annual Performance Audit to verify that system performance has not degraded over time and that the TCS continues to meet all functional requirements in the approved RTM. BAIFA will approve a Performance Audit Report that demonstrates that the TCS meets the performance and functional requirements.	This added section indicates that an Annual Performance Audit must be completed following System Acceptance. Since acceptance will occur after completion of all System Acceptance Testing the requirement for an immediate audit seems excessive. Please restate the requirement to require an Audit starting one year after acceptance and annually from that point forward.	Please see Addendum 3, Item 8, for clarification
103	RFP Section 14.1	Addendum No. 2	Addendum pg 5	Add. Item No. 11	14.1 After System Acceptance and on an annual basis, the TSI shall conduct an Annual Performance Audit to verify that system performance has not degraded over time and that the TCS continues to meet all functional requirements in the approved RTM. BAIFA will approve a Performance Audit Report that demonstrates that the TCS meets the performance and functional requirements.	This added section requires an annual audit that verifys compliance with all sections of the Requirements Traceability Matrix. This seems excessive and will require annual tests to be developed to verify conformance with design, PM, and operations functions of the system that will either be unchanged or will have been verified by other means. Please revise this requirement to have the Annual audit to be tied to measurable performance KPIs already included in the system.	The requirements for the content of the Annual Performance Audit have not changed. The vendor is welcome to propose Annual Performance Audit procedures that make use of existing performance measurement methods as part of the audit.
104	RFP Section 3.5.4.2	Addendum No. 2	Addendum pg 2	Add. Item No. 8	3.5.4.2 The TSI shall provide … video wall …	Please confirm the TSI should provide the video wall described in this section (8'x6') for the Beale Street TROC, but not the Caltrans TMC TROC.	Correct, the video wall, as stated in Req. 3.5.4.2, is only for the Toll Roadway Operations Center at 375 Beale.
105	RFP Appendix 1, Attachment C	Addendum No. 2	Addendum pg 6	Add. Item No. 32	See Addendum 2, Appendix 5, attached hereto, for a revised Table 1: Toll System Capacity and other Minimum Requirements	The revised table includes minimum vehicle separations for AVD/AVC and VES operations, but not for AVI operations. If there is an expectation that the system will capture AVI data from each of two vehicles travelling side by side through a Read Point, please clarify in one of the SOW requirements or please state the minimum vehicle separation for AVI operations in this table.	There is no expectation for two vehicles to travel side by side in the express lane through a Read Point.
106	RFP APPENDIX 2	COST PROPOSAL Form C-6 HYPOTHETICAL PROJECT ESTIMATE	22-27	C-6	COST PROPOSAL Form C-6 HYPOTHETICAL PROJECT ESTIMATE	In reference to Scenario-2 under the "Hypothetical Project Estimate" section, should the Vendors only be estimating the "Labor" and/or "subcontract" costs to do the actual removal of equipment or does BAIFA want to know the Total Savings if they decide Not to install a "Read Point" (Toll lane) at one of the locations on the roadway?	The estimate should reflect the total savings if a Read Point is not installed at the terminus mentioned in the scenario.
107	RFP APPENDIX 2	Addendum No. 2, Appendix 6 RFP Appendix 1 Reference 2A, Tolling Location Details	48 of 75 (of the Add.) Page 1 of 23 of Appendix		RFP Appendix 1 Reference 2A, Tolling Location Details	The "QUANTITIES BY CORRIDOR" table provided in the Addendum is not summing correctly; the quantities for I-80 are omitted from the total in all columns.	Please see Addendum 3, Item 12 for a revised "Quantities by Corridor" table.

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108	RFP App 1	System Requirements	47	3.15.2.2	3.15.2.2 The Host must maintain a record for each query into the web portal, with the lookup date/time stamp, transponder ID, license plate number, transponder switch status at three most recent Read Points, transaction time of a configurable number of the most recent Read Points, a configurable number of recent Read Point location IDs, and web portal user ID.	Change language to reflect that the system should save the switchable tag status from a configurable number of the most recent read points.	Please see Addendum 3, Item 5 for clarification.
109	Answer set #3	Answer set #3	Page 4 of 14	Answer #28	"No, the Unit Prices in Appendix 2, Form C-3:Unit Prices will not be escalated on an annual basis."	We request that BAIFA reconsider this response. If unit prices are not escalated, proposers logically will include future inflation and vendor cost increases over the life of the contract (thru 2019) in the 2014 figures. By doing so, BAIFA may be overpaying for work performed in the earlier years. We request that the Form C-3, Unit Prices be escalated each year based upon a Federal CPI index.	BAIFA has considered this request, but there will be no change to Cost Form C-3. It is common practice in the industry to have fixed unit prices for multiple years of a contract. This saves the administrative tasks of adjusting unit prices during the contract. Since most equipment for this contract will be purchased during the first part of the contract, there should be little inflation risk to purchasing equipment.
110	Addendum 2	Addendum 2, Appendix 6	Page 13 of 23	I-80, WB, PM 15	Proposed Shoulder width...21.2'	This wide shoulder width may allow for vehicles to travel well outside the normal shoulder coverage, or for multiple vehicles to travel in the lane and shoulder at the same time. What is the purpose of this wide shoulder and shall proposers make provision for coverage of the entire shoulder area or base the design on a normal shoulder width?	BAIFA has no intention to cover shoulders, please see Addendum 3, Item 3 for clarification. The wide shoulder is an existing emergency turn around area where the center median configuration makes it difficult for vehicles to miss the Read Point by driving onto the shoulder at highway speed.