

PLANS AND SPECIFICATIONS FOR

SENIOR CENTER RENOVATION PROJECT – PHASE 2 CIP 207

Part I

October 4, 2018

Approved by City Council for the City of Oakley

Recommended By:

Jason Kabalin Associate Engineer

Date

Approved By

10-3-18

Kevin Rohani **Director of Public Works** & Engineering

Approved as to Form:

Derek P. Cole City Attorney

10-3-18 Date

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NOTICE TO CONTRACTORS

Sealed proposals will be received at the office of the City Clerk of the City of Oakley, 3231 Main Street, Oakley, CA 94561, until

2:00 PM THURSDAY November 1, 2018

for the following project:

CIP 207 – SENIOR CENTER RENOVATION PROJECT – PHASE 2

at which time they will be publicly opened and read aloud. Sealed proposals must be clearly marked on the outside with the Project number, date, and time of bid.

This following information is presented to indicate the size of the project and no warrant is made or intended as to final quantities:

Project Description

The work to be performed under this contract generally consists of, but is not limited to the following: interior remodeling, dry wall, electrical work, plumbing and other work as shown on the Contract Plans, as specified in the Contract Documents, and as directed by the City Engineer.

Pre-Bid Conference – This is NOT Mandatory

Pre-Bid Location: 215 2nd Street, Oakley, CA 94561 on October 18, 2018 at 10:00am

Final Q&A is due October 25, 2018 to the City Manager offices by 12:00p.m.

To visit the site contact Nancy Marquez, Assistant to the City Manager at: Marquez@ci.oakley.ca.us

This project is subject to both federal (Davis-Bacon) and State prevailing wages. The selected contractor will be required to register with the California Department of Industrial Relations (DIR) as a registered Public Works Contractor if the selected contractor is not currently registered. The project is subject to enforcement by the U.S. Department of Housing and Urban Development (HUD), U.S. Department of Labor (DOL) and the State's DIR.

Each bid must be accompanied by a cashier's check, certified check, or Bidder's Bond executed by a responsible corporate surety authorized to issue such bonds in the State of California and secured through an authorized agent with an office in California, payable to the City of Oakley, in an amount not less than ten percent (10%) of the amount of the Base Bid. The successful bidder will be required to furnish a Performance Bond in an amount equal to one-hundred percent (100%) of the contract price, and a Labor and Material Bond in an amount equal to one-hundred percent (100%) of the contract price. Said bonds shall also be executed by a corporate surety authorized to engage in such business in the State of California and be made payable to the City of Oakley.

If the successful bidder fails, neglects, or refuses for TEN (10) calendar days after the award of the contract to enter into the contract to perform the work, the cashier's check, certified check, or Bidder's Bond accompanying the bid and the amount therein named, shall be declared

or Bidder's Bond accompanying the bid and the amount therein named, shall be declared forfeited to the City and shall be collected by it and paid into its general fund. No bidder may withdraw his/her bid for a period of NINETY (90) calendar days after the date set for the opening thereof, and the same shall be subject to acceptance by the City during this period.

The City Council reserves the right to reject any or all bids, waive any irregularities in any bids and its determination as to which bid is the lowest responsible bid and is for the best interest of the City shall be final. The City Council shall have NINETY (90) calendar days from and after the opening of the bids within which to make its determination.

The Contractor receiving the award of the contract shall begin work within **TEN (10)** Working days after receipt of the Notice to Proceed and shall diligently prosecute the same to completion within the time restrictions as listed in the technical specifications and all work shall be completed by the time allotted in the technical specifications.

The Contractor shall have **FORTY-FIVE (45) Working Days** to complete this project. Working days will be counted starting from the date of the Notice-to-Proceed as day one. The amount of the liquidated damages to be paid by the Contractor to the City for failure to complete the work by the Completion Date (as extended, if applicable) is **TWO HUNDRED FIFTY DOLLARS (\$250.00)** for each calendar day any work remains incomplete beyond the time fixed above for completion. Such amount is the actual cash value agreed upon as the loss to City resulting from Contractor's default.

At the time the Contractor's bid proposal is submitted, the Contractor shall possess a valid Class B California General Contractor's License. The Contractor shall also possess a valid City of Oakley Business License at the time the contract is awarded.

The City of Oakley, hereby notifies all bidders that the contract entered into pursuant to this advertisement will be awarded to the lowest responsible bidder without discrimination on the grounds of race, color, national origin, sex, religion, age or disability. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may results in the termination of this contract, or such other remedy as recipient deems appropriate.

Prevailing Rate of Wages: The State general prevailing wage rates determined by the Director of Industrial Relations are considered a part of this contract. Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates in the county in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. These wages are set forth in the General Prevailing Wage Rates for this project, available at City of Oakley address and available from the California Department of Industrial Relations' Internet web site at: http://www.dir.ca.gov. In payment of labor, the Contractor shall comply with the provisions of Labor Code Sections 1770 to 1781.

For any moneys earned by the Contractor and withheld by the City to ensure the performance of the contract, the Contractor may, at the Contractor's request and expense, substitute securities equivalent to the amount withheld in the form and manner and subject to the conditions provided in Article 8, (commencing with Section 10263), Chapter 1, Part 2, Division 2 of the Public Contract Code of the State of California.

Plans and Contract Documents for bidding this project may be obtained from the **Public Works & Engineering Department located at 3231 Main Street, Oakley, CA 94561**, weekdays,

excluding holidays, between the hours of 8:00 a.m. and 6:00 p.m. A Non-refundable fee for full size plans and contract documents are **\$10.00 per set**. Please include Federal Express number with mail-in requests for plans and specifications. If mailing is desired, without a Federal Express number, an additional non-refundable cost of **\$10.00 per set** will be required. For further information, contact the Public Works and Engineering Department at (925) 625-7037.

ATTEST:

Libby Vreonis, City Clerk

BID PROPOSAL

PROPOSAL TO THE CITY OF OAKLEY FOR THE CONSTRUCTION PROJECT ENTITLED SENIOR CENTER RENOVATION PROJECT – PHASE 2 CIP NO. 207

NAME OF BIDDER:

BUSINESS ADDRESS:

TELEPHONE NO:

The work for which this proposal is submitted is for construction in accordance with the special provisions (including the payment of not less than the minimum wage rates set forth therein) and the contract annexed hereto, the project plans described below, and also in accordance with the 2010 Department of Transportation Standard Plans and Specifications, the Labor Surcharge and Equipment Rental Rates and General Prevailing Wage Rates in effect on the date the work is accomplished.

The project plans for the work to be done were approved and are entitled:

SENIOR CENTER RENOVATION PROJECT – PHASE 2 CIP NO. 207

Bids are submitted for the entire work. The amount of the bid for comparison purposes will be the total of all items. The bidder shall set forth for each unit basis item of work an item price and a total for the item, and for each lump sum item a total for the item, all in clearly legible figures in the respective spaces provided for this purpose. In the case of unit basis items, the amount set forth under the "Total" column shall be the extension of the item price bid on the basis of the estimated quantity set forth for the item.

In case of discrepancy between the item price and the total set forth for the item, the item price shall prevail, provided, however, if the amount set forth as an item price is ambiguous, unintelligible, or uncertain for any cause, or is omitted, or in the case of unit basis items, is the same amount as the entry in the "Total" column, the amount set forth in the "Total" column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the item price.

This offer shall be irrevocable for a period of ninety (90) days after the date on which bids are opened.

If this proposal shall be accepted and the undersigned shall fail to enter into the contract and give the two (2) bonds in the sums required by the special provisions, with surety satisfactory to the City within ten (10) days, not including Sundays and legal holidays, after the bidder has received notice from the City that the contract has been awarded, City may, at its option, determine that the bidder has abandoned the contract and thereupon this proposal and the acceptance thereof shall be null and void and the forfeiture of such security accompanying this proposal shall operate and the same shall be the property of the City of Oakley.

A. UNIT PRICE SCHEDULE

The undersigned, Pursuant to and in compliance with your Notice to Contractors and the Contract Documents relating to the **SENIOR CENTER RENOVATION PROJECT** – **PHASE 2**, including Addenda No. _____, ____, ____, as Bidder, declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm, or corporation; that he has carefully examined the location of the proposed work, the annexed proposal is accepted that he will contract with the City of Oakley in the form of the scope of the contract annexed hereto, to provide all necessary machinery, tools, apparatus, and other means of construction, and to do all the work and furnish all the materials specified in the contract, in the manner and time therein prescribed, and according to the requirements of the Engineer as therein set forth, and that he will take in full payment therefore the following item prices, to wit:

BID ITEMS

ITEM	DESCRIPTION	EST.	UNIT OF	UNIT	TOTAL
NO.	OF ITEM	QTY	MEASURE	PRICE	
1	Senior Center Renovation Project – Phase 2 - Building Remodel	LS	1		

Total Bid	\$
-----------	----

(Numbers)

_Dollars

(Written)

Pursuant to the Public Contract Code § 20103.8c the lowest bid shall be "the lowest total of the bid prices on the base contract and those additive or deductive items that when taken in order from a specifically identified list of those items in the solicitation, and added to, or subtracted from, the base contract, are less than, or equal to, a funding amount publicly disclosed by the local agency before the first bid is opened." In this case, the funding amount publically disclosed is the Engineer's Estimate, which totals \$55,000.

B. BID FORM

The quantities shown on this bid form are approximate only, being given as a basis for the comparison of bids, and the Owner does not, expressly or by implication agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount or class or portion of the work as may be deemed necessary or advisable by the Director of Public Works & Engineering. This bid will be rejected if bidder fails to provide a bid for each item. The Owner reserves the right to make a comparison of bids based on any combination of the above alternate bid items.

C. RESERVATION

It is understood that the Owner reserves the right to reject this bid, but that this bid shall not be withdrawn for a period of 90 days from the date prescribed for its opening.

D. SUBCONTRACTORS

Attached hereto and incorporated herein is the complete and entire list of subcontractors to be employed by the undersigned in the performance of the work.

E. NOTICE

If written notice of the acceptance of this bid is mailed or delivered personally to the undersigned within 90 days after the date set for the opening of this bid, or at any time thereafter before it is withdrawn, the undersigned bidder shall execute and deliver the Contract Documents to Owner in accordance with this bid as accepted, and will also furnish and deliver to Owner the Performance Bond, Labor, and Material person's Bond as specified, and proof of insurance coverage as required in Part I to these Specifications, all within 10 days after personal delivery or after deposit in the mails, of the notification of acceptance of this bid. The above mentioned bonds shall be satisfactory to, and on the forms approved by Owner.

Notice of acceptance or request for additional information may be addressed to the undersigned at the address set forth below.

F. DISCLOSURE

The undersigned declares that this bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that the bid is genuine and not collusive or sham; that the undersigned has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid and has not directly or indirectly colluded or agreed with any bidder or anyone else to put in a sham bid or to refrain from bidding; that the undersigned has not directly or indirectly sought by agreement, communication or conference with anyone to fix his/her bid price or the bid price of any other bidder, or to fix any overhead, profit or cost element of such bid price or of that of any other bidder, or to secure any advantage against the City of Oakley or anyone interested in the proposed Contract; that the only persons or parties interested in this bid as principals are those named herein; that all statements contained in this bid are true; that the undersigned has not directly or indirectly. submitted his/her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any other persons, partnership, corporation, or association except to such person or persons as have a direct financial interest in bidder's general business; and that the undersigned has not accepted any bid from any subcontractor or materialperson through any bid depository, the Bylaws, Rules or Regulations of which prohibit or prevent the undersigned from considering any bid from any subcontractor or materialperson, which is not processed through said bid depository, or which may prevent any subcontractor or materialperson from bidding to any general contractor who does not use the facilities of or accept bids from or through such bid depository; and that the undersigned has not paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

G. WORDS AND PHRASES

Wherever in this bid an amount is stated in both words and figures, in case of discrepancy between words and figures, the words shall prevail; if all or any portion of the proposal is required to be given in unit prices and totals and a discrepancy exists between any such unit prices and totals so given, the unit prices shall prevail.

H. CERTIFICATION

The undersigned certifies that the Contract Documents have been thoroughly read and understood and that, except as may be specifically noted and contained in addenda, there are no discrepancies or misunderstandings as to the meaning, purpose or intent of any provision in the Contract Documents or as to the interpretation of the same. The undersigned hereby incorporates by reference, the same as though set out in full, all provisions of the Notice to Contractors and Information for Bidders published by Owner and pertaining to the work described in this bid.

Accompanying this bid is _____ [insert words "cash", "cashier's check", "certified check", or "bidder's bond", as the case may be], in amount equal to at least 10% of total of the bid, naming the Owner as Obligee or Payee, as applicable.

The names of all persons interested in the foregoing bid as principals are as follows:

IMPORTANT NOTICE: If bidder or other interested person is a corporation, give legal name of corporation, state where incorporated and names of the president and secretary thereof; if a partnership, give name of the firm, also names of all individual co-partners composing firm; if bidder or other interested person is an individual, give first and last names in full.

I. LICENSING

The undersigned is licensed in accordance with State Law providing for the registration of Contractors, License No. ______. A Class "B" California Contractor's License is required. [A class "B" General ______ Contractor's License or combination of Class C Licenses suitable for the project is required.] The License expiration date is ______. No payment for work or material under this Contract will be made by Owner unless and until the Owner receives verification from the State Registrar of Contractors that the records of the Contractor's State License Board indicate the successful bidder was properly licensed at the time the Contract was awarded.

Any bidder not so licensed shall be subject to all legal penalties imposed by law, including, but not limited to, an appropriate disciplinary action by the Contractor's State License Board.

In addition, failure of the bidder to obtain and maintain proper and adequate licensing for the Contract shall constitute a failure to execute or perform this Contract and shall result in the forfeiture of the security of the bidder. The representations made herein are under penalty of perjury.

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth below, together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation; if bidder is a co-partnership, the name of the firm shall be set forth below, together with the signatures of the partner or partners authorized to sign contracts in behalf of the co-partnership; and if bidder is an individual, his/her signature shall be placed below.

I declare under penalty of perjury that I have the authority to execute this bid form and that the foregoing is true and correct.

BUSINESS ADDRESS:

PLACE OF RESIDENCE:

DATE:_____

BIDDER:			
	(FIRM NAME)		
BY:		TITLE:	
ADDRESS / TE	ELEPHONE:		

Department of Industrial Relations Registration No:

NOTE:

Pursuant to California Labor Code Section 1725.5, bids received on or after March 1, 2015, must include the **Contractor's** Department of Industrial Relations registration number. Contact the Department of Industrial Relations, <u>http://www.dir.ca.gov/</u>, for more information.

NOTE:

Pursuant to California Labor Code Section 1725.5, on or after April 1, 2015, **Contractor(s)** must be registered with the Department of Industrial Relations to be awarded a public works contract or work on a public works project.

LIST OF SUBCONTRACTORS

In compliance with the provisions of §§4100-4107 of the Public Contracts Code of the State of California, and any amendments thereof, the undersigned bidder has set forth below the name and the location of the place of business of each subcontractor who will perform work or labor or render service to the undersigned in or about the construction of the Work to be performed under the Contract Documents to which the attached bid is responsive, or of a person who will, off the job site, specially fabricate a portion of the Work or improvement according to detailed drawings contained in the *Plans & Specifications,* Part II, and the portion of the Work which will be done by each subcontractor or person that will be in an amount in excess of 1/2 of 1% of the prime Contractor's total bid.

DIVISION OF WORK	SUBCONTRACTOR	LICENSE NUMBER	ADDRESS (City Only)

(Bidder's Signature)

BIDDER'S EXECUTION ON SIGNATURE PORTION OF THIS PROPOSAL SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THOSE CERTIFICATIONS WHICH ARE A PART OF THIS PROPOSAL.

The bidder______, hereby certifies that he (has) ____ (has not)____ participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246, and that he (has)____ (has not)____ filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

NOTE: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 DFR 60-1.7(b)(1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally, only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

QUESTIONNAIRE - NON-COLLUSION

In accordance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder, who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project, because of a violation of law or a safety regulation:

Yes_____ No_____

If the answer is yes, explain the circumstances in the following space:

PUBLIC CONTRACT CODE SECTION 10232 STATEMENT

In accordance with Public Contract Code Section 10232, the Contractor hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

TITLE 23, UNITED STATES CODE, SECTION 112 NON-COLLUSION AFFIDAVIT

In accordance with Title 23, United States Code, Section 112, the bidder hereby states under penalty of perjury that he has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract.

NOTE: This questionnaire constitutes part of the Proposal and signature on the signature portion of this Proposal shall constitute signature of this questionnaire.

BIDDER'S STATEMENT OF QUALIFICATIONS AND BUSINESS REFERENCES

Didden 5 STATEMENT OF GOALIHOATIONS AND DOSINESS HEI EITENDES
Name Bidder
Address of Principal Office
1. Are you an individual, a partnership, a corporation, or a joint venture?
If a partnership, list names and addresses of partners; if a corporation, list names of officers and directors and State of incorporation; if a joint venture, list names and addresses of venturers and if any venturer is a corporation, partnership or joint venture, list the same information for each such corporation, partnership and joint venture.
2. Are you licensed as a Contractor to do business in California?
License No Classification
For the following questions, if a joint venture, give information for each of the venturers, by name. Attach additional sheets if necessary.
3. How many years has your organization been in business as a Contractor under your present business name?
4. How many years of experience has your organization had in construction work similar to the work you are interested in bidding?
(a) As a general contractor?
(b) As a subcontractor?
5. Show all the projects your organization has completed during at least the last five years in the following tabulation. If your organization has been in existence for less than five years, show all the projects your key personnel have completed during the last five years in the following tabulation. For joint venture work, show the sponsoring individual or company. Attach additional sheets if necessary.
Year Type of Work Value of Work Location For Whom

6. Have you or your organization, or any officer or partner thereof, failed to complete a contract? ______ If so, give details. Attach additional sheets if necessary

- 7. Have you, your organization or any officer, within the last five years, declared bankruptcy, filed for reorganization or filed for some other relief from debtors?
- 8. Within the last three years, has your organization been assessed liquidated damages by any public agency? If so, please explain the circumstances.

10. In what other lines of business are you financially interested? Attach additional sheets if necessary.

11. Name the persons with whom you have been associated in business as partners or business associates in each of the last five years. Attach additional sheets if necessary.

12. Give information below about the relevant experience of the principal individuals of your present organization, including those individuals to be in responsible charge of this project. Attach additional sheets if necessary.

Individual's	Present Position	Years of	Magnitude and	In What
Name		Construction	Type of Work	Capacity
		Experience		

13. Give information below about all your contract work underway, or for which you are committed. Attach additional sheets if necessary.

Type of Work	Location	Value	Percent Complete	Scheduled Completion Date	For Whom Performed
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14. References: Give only engineers, architects, or owners, including public bodies, for whom you have done work. Attach additional sheets if necessary.

Name	Address	Business

15. References: The following bank or banks can provide references as to the financial responsibility of the Bidder. Attach additional sheets if necessary.

(a)	Name of Bank:	
	Address	
	City and State:	Telephone:
	Officer Familiar with Bidder's Account: _	Telephone:
(b)	Name of Bank:	
	Address:	
	City and State:	Telephone:
	Officer Familiar with Bidder's Account: _	-
(C)	Name of Bank:	
	Address:	
	City and State:	Telephone:
	Officer Familiar with Bidder's Account: _	
		y or companies can provide references as to the
	, , , , , , , , , , , , , , , , , , , ,	y of the Bidder. Attach additional sheets if
	cessary.	
(a)	Name of Surety Company:	
	Name of Local Agent (if different):	
	Local Address: Street	
	City and State	Telephone:

	Person Familiar with Bidder's Account:	
(b)	Name of Surety Company:	
	Name of Local Agent (if different):	
	Local Address: Street	
	City and State	Telephone:
	Person Familiar with Bidder's Account:	-
(C)	Name of Surety Company:	
	Name of Local Agent (if different):	
	Local Address: Street	
	City and State	Telephone:
	Person Familiar with Bidder's Account:	· · · · · · · · · · · · · · · · · · ·

17. Is any litigation pending against your organization or has your organization been involved in litigation with a public agency in the last three years? If so, give details. Attach additional sheets if necessary.

The undersigned bidder represents and warrants that the foregoing information is true and accurate to the best of its knowledge and the undersigned intends that the City rely thereof in awarding the attached contract.

Signature of Bidder

Title

Dated: _____, 20_____

END OF BIDDER'S STATEMENT OF QUALIFICATIONS AND BUSINESS REFERENCES

SIGNATURE PAGE

Accompanying this proposal is "Cash", "Cashier's Check", or "Bidder's Bond" as the case may be in an amount equal to at least ten percent of the total bid.

The names of all persons interested in the foregoing proposal as principals are as follows:

IMPORTANT NOTICE

If bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer, and manager thereof; if a co-partnership, state true name of firm, also names of all individual co-partners composing firm; if bidder or other interested person is an individual, state first and last names in full.

in accordance with an	tion must be completed for this bion act providing for the registration Class Expiration Date	
Contract Code Sectio States Code Section complied with the requ	ns 10162 questionnaire and 1023	
DATE:	SIGNATURE:	
Business Address:		
Place of Business:		
Place of Residence:		

BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS:

That

as Principal, and _

as Surety, are held and firmly bound unto the City of Oakley, hereinafter called CITY, in the sum of \$______, being at least ten percent (10%) of the total amount of the bid, for the payment of which sum in lawful money of the United States of America to CITY we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

The condition of the above obligation is such that, whereas the Principal has submitted said bid to CITY;

NOW, THEREFORE, if the Principal is awarded a Contract by CITY, and, within the time and in the manner required by the Specifications, enters into a written Contract with CITY and furnishes the requisite bond or bonds and insurance certificates, then this obligation shall become null and void, otherwise, to remain in full force and effect.

In the event suit is brought upon this bond by CITY and judgment is recovered, the Surety shall pay all costs incurred by CITY in such suit, including a reasonable attorney's fee to be fixed by the Court.

Dated: _____, 20____.

TO BE CONSIDERED COMPLETE, BOTH THE PRINCIPAL AND SURETY MUST SIGN THIS BIDDER'S BOND. IN ADDITION, THE SURETY'S SIGNATURE MUST BE NOTARIZED AND A COPY OF THE SURETY'S POWER OF ATTORNEY MUST BE ATTACHED.

Principal
Ву:
Surety
Ву:

Address of Surety

END OF BIDDER'S BOND

AGREEMENT SENIOR CENTER RENOVATION PROJECT – PHASE 2 CIP NO. 207

THIS AGREEMENT, dated _____, 20__, is by and between the CITY OF OAKLEY, a municipal corporation "CITY"), and _____. ("CONTRACTOR").

The parties hereto mutually agree to the terms and conditions set forth herein.

1.01 CONTRACT DOCUMENTS.

Each of the items hereinafter referred to are incorporated herein by this reference as if set forth in full herein.

Work called for in any one Contract Document and not mentioned in another is to be performed and executed as if mentioned in all Contract Documents. The table of contents, titles, and headings contained herein and in said documents are solely to facilitate reference to various provisions of the Contract Documents and in no way affect or limit the interpretations of the provisions to which they refer.

The Contract Documents, sometimes also referred to as "the Contract," consists of this agreement, the special provisions, the project plans, the proposal submitted by the Contractor to whom the Contract is awarded, the Standard Specification, the Standard Plans, the Labor and Material and Performance Bonds, the current general prevailing wage rate, the labor surcharge and equipment rental rates and the notice to contractors, the Insurance Requirements, and any other such data and all versions thereof prepared by City pursuant to Contract, and any modifications of any of the foregoing in the form of Addenda or executed Change Order or otherwise effected in accordance with the terms of the Contract, the surety bonds, bid bond, and Contractor's list of subcontractors. This is a public works contract pursuant to the provisions of the California Public Contract Code and other California statutes.

1.02 DEFINITIONS.

Unless otherwise specifically provided herein, all words and phrases defined in the Standard Specifications and modified by the special provisions shall have the same meaning and intent in this Agreement.

1.03 AGREEMENT CONTROLS.

In the event of a conflict between the terms and conditions as set forth in this Agreement and the terms and conditions set forth in other Contract Documents, the terms and conditions set forth in this Agreement shall prevail.

1.04 <u>SCOPE OF CONTRACT</u>.

Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor, and material and transportation necessary to perform and complete in a good and workmanlike manner to the satisfaction of the City, all the work called for, and in the manner designated in, and in strict conformity with the Contract Documents for the project entitled: **SENIOR CENTER RENOVATION PROJECT – PHASE 2, CIP 207**

1.05 CONTRACT AMOUNT AND PAYMENTS.

City agrees to pay, and Contractor agrees to accept, in full payment for the above work, the sum of ______

DOLLARS AND _____ **CENTS (\$_____)**, which sum is to be paid according to the schedule and in the manner set forth herein and subject to additions, deductions, and withholding as provided in the Contract Documents. When it is provided in the Notice to Bidders, Instructions to Bidders, or Proposal Form that Contractor is to be paid on the basis of the unit prices shown in his bid, instead of a lump sum price, the Contractor agrees to accept, in full payment for the above work, the sum computed in accordance with the actual amount of each item of work performed or material furnished, at the unit price which Contractor bid for each such item in his Proposal Form, said unit price to be determined as provided in the Standard Specifications and Special Provisions.

1.06 PROGRESS AND FINAL PAYMENTS.

Subject to the terms and conditions of the Contract Documents, City shall cause payments to be made upon demand of Contractor in the manner set forth in the Standard Specifications.

1.07 RETENTION OF SUMS CHARGED AGAINST CONTRACTOR.

When, under the provisions of this Contract, City shall charge any sum of money against Contractor, City shall deduct and retain the amount of such charge from the amount of the next succeeding progress estimate, or from any other moneys due or that may become due Contractor from City. If, on completion or termination of the Contract, sums due Contractor are insufficient to pay City's charges against him, City shall have the right to recover the balance from Contractor or its sureties.

1.08 COMMENCEMENT AND PROSECUTION OF WORK.

The Contractor shall begin work within TEN (10) working days of the date of the Notice to Proceed and shall diligently prosecute the same to completion before the expiration of **FORTY-FIVE (45) WORKING DAYS**, after the date of Notice to Proceed. The phrase "commence the work" means to engage in a continuous program on-site including, but not limited to, site clearance, grading, dredging, land filling and the fabrication, erection, or installation of the work. Said Notice to Proceed shall be issued following execution of the Agreement and the filing by Contractor of the required bonds and proof of insurance. The continuous prosecution of work by Contractor shall be subject only to Excusable Delays as defined in this Agreement.

1.09 <u>TIME OF COMPLETION</u>.

The entire work shall be brought to completion in the manner provided for in the Contract Documents on or before the **FORTY FIFTH (45th)** working day, (hereinafter called the ("Completion Date") from and after the receipt by Contractor of the Notice to Proceed unless extensions of time are granted in accordance with the Contract Documents.

1.10 PAYMENTS DO NOT IMPLY ACCEPTANCE OF WORK.

The payment of any progress payment, or the acceptance thereof by Contractor, shall not constitute acceptance of the work or any portion thereof and shall in no way

reduce the liability of Contractor to replace unsatisfactory work or material, though the unsatisfactory character of such work or material may not have been apparent or detected at the time such payment was made.

1.11 ACCEPTANCE NOT RELEASE.

Contractor shall correct immediately any defective or imperfect work which may be discovered before final acceptance of the entire work. Any unsatisfactory materials shall be rejected, notwithstanding that they may have been overlooked by the proper inspector. The inspection of the work, or any part thereof, shall not relieve Contractor of any of his obligations to perform satisfactory work as herein prescribed.

Failure or neglect on the part of the City or any of its authorized agents to condemn or reject bad or inferior work or materials shall not be construed to imply an acceptance of such work or materials if such becomes evident at any time prior to final acceptance of the entire work or all materials, nor shall such failure be construed as barring City at any subsequent time from recovering damages or of such a sum of money as may be required to build anew all portions of the work in which fraud was practiced or improper materials used whenever City may discover the same.

1.12 PAYMENT OF UNDISPUTED CONTRACT AMOUNTS.

Payment of undisputed contract progress payments or amounts is contingent upon Contractor furnishing the City with a release of all claims against the City arising by virtue of the contract related to those amounts. The City shall pay interest at the legal rate to the Contractor for any progress payment request not paid within thirty (30) days of submission when the validity of the request is not disputed and when the request has been properly submitted. Any payment request determined by City not to be a proper request shall be returned to Contractor as soon as practicable, but not later than seven (7) days after receipt. A request returned pursuant to this paragraph shall be accompanied by a writing setting forth the reasons why the payment request is not proper.

1.13 <u>CITY'S RIGHT TO TAKE POSSESSION OF THE WORK IN WHOLE</u> <u>OR IN PART</u>.

Without limitation of Paragraph 1.19 whatsoever, the City of Oakley shall have the right at any time to enter upon the work and perform work not covered by this Contract, or to occupy and use a portion of the work, prior to the date of the final acceptance of the work as a whole, without in any way relieving Contractor of any obligations under this Contract.

Such use or occupation of the work shall not be construed as an acceptance of any portion of the work under this Contract, nor shall it affect the dates and times when payments shall become due nor prejudice City's right, guarantees, or sureties.

1.14 <u>NO WAIVER OF REMEDIES</u>.

Neither the inspection by City or its agents, nor any order or certificate for the payment of money, nor any payment for, nor acceptance of the whole or any part of the work by City, nor any extensions of time, nor any position taken by City or its agents shall operate as a waiver of any provision of this Agreement or of any power herein reserved to City or any right to damages herein provided, nor shall any waiver of any breach of this

Agreement be held to be a waiver of any other or subsequent breach. All remedies provided in this Agreement shall be taken and construed as cumulative; that is, in addition to each and every other remedy herein provided, and City shall have any and all equitable and legal remedies which it would in any case have.

1.15 DETERMINATION OF DAMAGES.

The actual fact of the occurrence of damages and the actual amount of the damages which City would suffer if the work were not completed within the specified times set forth are dependent upon many circumstances and conditions which could prevail in various combinations, and from the nature of the project, it is impracticable and extremely difficult to fix the actual damages. Damages which City would suffer in the event of delay include loss of the use of the Project, and in addition expenses of prolonged employment of an architectural and engineering staff; costs of administration, inspection, and supervision; and the loss suffered by the public within the City of Oakley by reasons of the delay in the completion of the project to serve the public at the earliest possible time. Accordingly, the parties hereto agree, and by execution of this Agreement, Contractor acknowledges that he understands, has ascertained and agrees, that the amounts set forth herein as liquidated damages shall be presumed to be the amount of damages sustained by the failure of Contractor to complete the entire work within the times specified.

1.16 LIQUIDATED DAMAGES.

The amount of the liquidated damages to be paid by Contractor to City for failure to complete the entire work by the Completion Date (as extended, if applicable) will be **TWO HUNDRED FIFTY DOLLARS (\$250.00)** for each calendar day, continuing to the time at which the work is completed. Such amount is the actual cash value agreed upon as the loss to City resulting from Contractor's default.

1.17 PAYMENT OF DAMAGES.

In the event Contractor shall become liable for liquidated damages, City, in addition to all other remedies provided by law, shall have the right to withhold any and all payments which would otherwise be or become due Contractor until the liability of Contractor under this section is finally determined. City shall have the right to use and apply such payments, in whole or in part, to reimburse City for all liquidated damages due or to become due to City. Any remaining balance of such payments shall be paid to Contractor only after discharge in full of all liability incurred by Contractor under this section or otherwise. If the sum so retained by City is not sufficient to discharge all such liabilities of Contractor, Contractor and his sureties shall continue to remain liable to City until all such liabilities are satisfied in full. No failure by City to withhold any payment as hereinbefore specified shall in any manner be construed to constitute a waiver of any right to liquidated damages or any right to any such sum.

1.18 INDEMNITY AND HOLD HARMLESS.

Contractor shall assume the defense of, and indemnify and hold harmless, the City, its officers, employees, and agents, and each and every one of them, from and against all actions, damages, claims, losses or expenses of every type and description, including but not limited to loss of use, loss of profits or loss of goodwill arising in any manner from the work, to which they may be subjected or put, by reason of, or resulting from, the performance of the work, provided that such action, damage, claim, loss, or

expense is attributable to bodily injury, sickness, disease or death, or injury to, or destruction of property, whether upon or off the work, including the loss of use thereof, and is caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, and anyone directly or indirectly employed by either of them, or anyone for whose acts of them may be liable, whether or not it is caused in part by a party indemnified hereunder, except if attributable to the City's own active negligence.

1.19 CONTRACTOR SHALL ASSUME RISKS.

Until the completion and final acceptance by City of all work under this Contract, the work shall be under Contractor's responsibility, care, and charge, including any period of time work is suspended for any cause whatsoever. Contractor shall rebuild, repair, restore, and make good all injuries, damages, re-erections, and repairs occasioned or rendered necessary by accidental causes of any nature, to all or any portions of the work, except as otherwise agreed. However, Contractor shall not be responsible for assuming responsibility for repairing or restoring damage caused by an Act of God as defined by Public Contract Code Sec. 7105 in excess of five (5%) percent of the total contract amount. It is specifically contemplated that the City, its officers, employees, and invitees, will occupy and use portions of the work prior to final acceptance. Such occupancy shall not relieve Contractor of responsibility provided herein nor exonerate any surety or insurer of Contractor save and except for items of routine maintenance and repair.

1.20 <u>GENERAL LIABILITY OF CONTRACTOR</u>.

Except as otherwise herein expressly agreed, Contractor shall do all the work and furnish all the labor, materials, tools, power and light, and appliances, necessary or proper for performing and completing the work herein required in the manner within the time herein specified. The mention of any specific duty or liability of Contractor shall not be construed as a limitation or restriction of any general liability or duty of Contractor, and any reference to any specific duty or liability shall be construed to be for the purpose of explanation.

1.21 RECYCLING REQUIREMENTS

Contractor agrees to comply with all City recycling requirements, and as set forth in the Oakley Municipal Code, including, but not limited to:

a. <u>Construction and Demolition</u>. Contractor must contact a customer service representative (CSR) at Oakley Disposal Service, Inc. to arrange for service for any and all construction and demolition work to be performed as part of this project unless Contractor has been approved by the City as a "self-hauler" as defined in Oakley Municipal Code §4.20.308. The CSR will ask if the drop box contains recycle material and will direct the Contractor to drop the construction and demolition debris, including dirt and cement, to a permitted processing facility. The Contractor must indicate on their order form, by checking the applicable box that they need documentation to comply with the Oakley Municipal Code. This documentation must be provided to the City within ten (10) days of receipt of said documentation by Contractor.

b. <u>Commercial Self-Haul.</u> Business self-haul materials are accepted at various Oakley Disposal Service, Inc. local facilities for recycling and include, but are not limited to, wood, inerts, metals, tires, greenwaste, plastics, cardboard, mattresses, foam padding, propane tanks, e-waste and appliances. Contractor agrees to drop any and all business self-haul materials at a site designated on the website www.cccounty.us/depart/cd/recycle/.

c. <u>Road Maintenance and Construction Projects.</u> Contractor agrees to recycle greenwaste, asphalt, concrete and metal from any and all road maintenance and construction projects at Oakley Disposal Service, Inc. designated locations.

d. <u>Office Recyclables.</u> If Contractor has an office, temporary office, or trailer within the City of Oakley, Contractor agrees to recycle all paper, cardboard, bottles, cans, and toner cartridges at Oakley Disposal Service, Inc. designated locations.

e. <u>Special Waste Materials.</u> Contractor shall dispose of inert materials, including, but not limited to, concrete, asphalt and rubber, at Oakley Disposal Service, Inc. designated locations. Shingles and wood waste shall be diverted to the Recycling Center and Transfer Station (RCTS) located at 3700 Loveridge Road, Pittsburg, CA 94565. Scrap metal shall be dropped off at a large-scale scrap metal recycle facility operating within Contra Costa County which may be found at www.cccrecycle.org.

f. <u>Universal Waste</u>. Contractor shall dispose of batteries, mercury containing devices and lamps, and certain consumer electronics at a recycling center designated by Oakley Disposal Service, Inc.

1.22 PREVAILING WAGE REQUIREMENTS.

All workers hired by Contractor, and all workers of subcontractors performing work for Contractor, must receive not less than the prevailing rate of per diem wages for work of a similar character in the locality in which City is located and be subject to the California prevailing wage laws, Labor Code Sec. 1720 et seq. The general rate of per diem wages for each craft, classification or type of worker are on file at the City's offices. Statutory provisions for penalties for failure to pay prevailing wages and/or the State wage and hour laws will be enforced. Contractor shall comply with State requirements relating to the retention, maintenance and inspection of certified payroll records. It shall also comply with State requirements regarding the employment of apprentices. Eight hours' labor constitutes a legal day's work. Contractor must secure payment of Workers Compensation Insurance as required by Labor Code Se. 1860 and 3700.

This is a prevailing wage project. The attached Exhibit "C" HUD Form 4010, Labor Federal Standards Provisions, and Wage Decision CA180029, Modification # 12, dated 07/06/2018 apply to the work of this project.

The Contractor will use its best efforts to afford minority-owned and women-owned business enterprises the maximum practicable opportunity to participate in the construction of the project. The Contractor shall, at a minimum, notify applicable minority-owned and women-owned business firms located in Contra Costa County of bid opportunities for the project. Documentation of such notifications shall be maintained by the Contractor and made available to the County as requested.

The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965 and of the rules, regulations, and relevant orders of the Secretary of Labor.

1.23 INSURANCE REQUIREMENTS.

Before beginning any work under this Agreement, Contractor at its own cost and expense, shall procure "occurrence coverage" insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Contractor and its agents, representatives, employees, and subcontractors. Contractor shall provide proof satisfactory to City of such insurance that meets the requirements of this Agreement and under forms and amounts of insurance satisfactory in all respects to the City as set forth in Exhibit A attached hereto and incorporated herein. Contractor shall maintain in full force and effect the insurance coverage in the forms and amounts specified in this Agreement throughout the term of this Agreement, and until final completion and acceptance of the work by the City. The cost of such insurance shall be included in the Contractor's bid. Contractor shall not allow any subcontractor to commence work on any subcontract until Contractor has obtained all insurance required herein for the subcontractor(s) and provided evidence thereof to City. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution. Verification of the required insurance is attached hereto and incorporated herein as Exhibit B.

1.24 VARIATION.

The City may approve a variation in the foregoing insurance requirements, upon a determination that the coverages, scope, limits, and forms of such insurance are either not commercially available, or that the City's interests are otherwise fully protected.

1.25 NOTICE OF REDUCTION IN COVERAGE.

In the event that any coverage required by this section is reduced, limited, or materially affected in any other manner, Contractor shall provide written notice to City at Contractor's earliest possible opportunity and in no case later than five days after Contractor is notified of the change in coverage.

1.26 FAILURE TO MAINTAIN INSURANCE

During the term of this Agreement, and until final completion and acceptance of the work by the City, the Contractor shall maintain in full force and effect insurance coverage in the forms and amounts specified in these Contract Documents and as described in the Insurance Requirements in <u>Exhibit A</u>. If, at any time during the performance of this Contract, Contractor fails to maintain any item of required insurance in full force and effect, Contractor shall immediately discontinue all work under the Contract and City will withhold all Contract Payments due or that become due until notice is received by City that such insurance has been restored in full force and effect and that the premiums therefore have been paid for a period satisfactory to the City Manager.

1.27 <u>NOTICE OF CLAIMS</u>.

City shall notify Contractor within thirty (30) days of City's receipt of any third party claim related to this Contract.

1.28 EXTENSIONS OF TIME.

In the event City deems it necessary, in its sole discretion, to extend the time of completion of work to be done under this Contract beyond the required Completion Date herein specified, such extensions shall in no way release any guarantee given by Contractor pursuant to the provisions of the Contract Documents, nor shall such extension of time relieve or release the sureties on the bonds executed pursuant to said provisions. By executing such bonds, the sureties shall be deemed to have expressly agreed to any such extension of time. The amount of time allowed in any extension of time shall be limited to the period of excusable delay as defined herein giving rise to the same as determined by City Engineer.

1.29 EXCUSABLE DELAYS.

For the purpose of these Contract Documents, the term "Excusable Delays" shall mean, and is limited to, delays caused directly by acts of God, acts of the public enemy, fires, riots, insurrections, epidemics, quarantine restrictions, strikes, lockouts, sit-downs, acts of a governmental agency, priorities or privileges established for the manufacture, assembly, or allotment of materials necessary in the work by order, decree, or otherwise of the United States or by any department, bureau, commission, committee, agent, or administrator of any legally constituted public authority; changes in the work ordered by City insofar as they necessarily require additional time in which to complete the work; the prevention by City of Contractor from commencing or prosecuting the work because of the acts of others, excepting Contractor's subcontractors; or the prevention of Contractor from commencing or prosecuting the work because of a City-wide failure of public utility service.

The term "Excusable Delay" shall specifically not include: (1) any delay which could have been avoided by the exercise of case, prudence, foresight, and diligence on the part of Contractor; (2) any delay in the prosecution of parts of the work, which may in itself be unavoidable but which does not necessarily prevent or delay the prosecution of other parts of the work, nor the completion of the whole work within the time specified; (3) any reasonable delay resulting from time required by City for review of plans and submittals required of Contractor and for the making of surveys, measurements and inspections; and (4) any delay arising from an interruption in the prosecution of the work on account of the reasonable interference from other Contractors employed by City, which does not necessarily prevent the completion of the Completion Date (not in excess of the period of such delay as determined by the City) but shall not under any circumstances increase the sum City is to pay Contractor as provided in these Contract Documents.

1.30 CONTRACTOR TO SERVE NOTICE OF DELAYS.

Whenever Contractor foresees any delay in the prosecution of the work, and in any event immediately upon the occurrence of any delay which Contractor regards as an excusable delay, he shall notify the City Engineer in writing of the probability of such delay and its cause, in order that the City Engineer may take immediate steps to prevent if possible the occurrence or continuance of the delay, or if this cannot be done, may determine whether the delay is to be considered excusable, how long it continues, and to what extent the prosecution and completion of the work are delayed thereby. Said notice shall constitute an application for an extension of time only if the notice requests such an extension and sets forth Contractor's estimate of the additional time required together with a full description of the cause of the delay relied upon.

After the completion of any part or whole of the work, the City Engineer, in estimating the amount due Contractor, will assume that any and all delays which may have occurred in its prosecution and completion have been avoidable delays, except such delays as shall have been called to the attention of the City Engineer at the time of their occurrence and found by him to have been excusable. Contractor shall make no claim that any delay not called to the attention of the City Engineer at the time of its occurrence has been an excusable delay.

1.31 EXTENSION OF TIME - EXCUSABLE DELAY.

Should any delays occur which the City Engineer may consider excusable, as herein defined, Contractor shall, pursuant to his application, be allowed an extension of time beyond the time herein set forth proportional to said delay or delays in which to complete this Contract; and, during an extension which may have been granted because of an excusable delay or delays, City shall not charge liquidated damages against Contractor for such delay.

1.32 EXTENSION OF TIME DOES NOT WAIVE CITY'S RIGHTS.

The granting of any extension of time on account of delays which in the judgment of the City Engineer are excusable delays shall in no way operate as a waiver on the part of City of its rights under this Contract excepting only the extension of the Completion Date.

1.33 <u>NO PAYMENT FOR DELAYS</u>.

No damages or compensation of any kind shall be paid to Contractor or any subcontractor because of delays in the progress of the work whether such delays qualify for extension of time under this Agreement or not.

1.34 CHANGES IN THE WORK.

Changes in the work made pursuant to changes issued in accordance with the Standard Specifications and extensions of time of completion made necessary by reason thereof (beyond the Completion Date) shall not in any way release any guarantee given by Contractor pursuant to the provisions of the Contract Documents, or the Contract let hereunder, nor shall such changes in the work relieve or release the sureties on bonds executed pursuant to the said provisions. By executing such bonds, the sureties shall be deemed to have expressly agreed to any such change in the work and to any extension of time made by reason thereof.

1.35 <u>TERMINATION AFTER COMPLETION DATE</u>.

In addition to any other rights it may have, City may terminate this Contract at any time after the Completion Date as adjusted by any extensions of time for excusable delays that may have been granted. Upon such termination Contractor shall not be entitled to receive any compensation for services rendered by him before or after such termination, and he shall be liable to City for liquidated damages for all periods of time beyond such termination date until the work is completed.

1.36 CONTRACTOR BANKRUPT.

If Contractor should commence any proceeding under the Bankruptcy Act, or if Contractor be adjudged bankrupt, or if Contractor should make any assignment for the benefit of creditors, or if a receiver should be appointed on account of Contractor's insolvency, then the City Council may, without prejudice to any other right or remedy, terminate the Contract and complete the work by giving notice to Contractor and his surety according to the provisions of Section 1.32. Contractor's Surety shall have the right to complete the work by commencing thirty (30) days as specified in Section 1.32; and, in the event Contractor's Surety fails to commence work within thirty (30) days, City shall have the right to complete, or cause completion of the work, all as specified in Section 1.32.

1.37 TERMINATION FOR BREACH OF CONTRACT.

If Contractor should abandon the work under this Contract, or if the Contract or any portion of the Contract should be sublet or assigned without the consent of the City Council, or if the City Engineer should be of the opinion that the conditions of the Contract in respect to the rate of progress of the work are not being fulfilled or any part thereof is unnecessarily delayed, or if Contractor should willfully violate or breach, or fail to execute in good faith, any of the terms or conditions of the Contract, or if Contractor should persistently refuse or fail to supply enough properly skilled labor or materials, or fail to make prompt payment to subcontractors for material or labor, or persistently disregard laws, ordinances, or proper instruction or orders of the Engineer, then, notwithstanding any provision to the contrary herein, the City Council may give Contractor and his Surety written notification to immediately correct the situation or the Contract shall be terminated.

In the event that such notice is given, and, in the event such situation is not corrected, or satisfactory arrangement for correction is not made within ten (10) calendar days from the date of such notice, the Contract shall upon expiration of said ten (10) calendar days cease and terminate. In the event of any such termination, City shall immediately serve notice thereof upon the Surety and Contractor; and the Surety shall have the right to take over and perform the Contract, provided, however, that if the Surety does not commence performance thereof within thirty (30) days from the date of the mailing to such Surety of notice of termination, City may take over the work and prosecute the same to completion by Contract, or otherwise, for the account and at the expense of Contractor, and his Surety shall be liable to City for any excess cost occasioned City thereby, as hereinafter set forth.

In the event City completes the work, or causes the work to be completed, as aforesaid, no payment of any sum shall be made to Contractor until the work is complete. The cost of completing the work, including but not limited to, extra contract costs, the costs of City forces, extra costs of administration and management incurred by City, either direct or indirect, shall be deducted from any sum then due, or which becomes due, to Contractor from City. If no sum sufficient to pay the difference between sums due to Contractor and the cost of completing the work, and there is a sum remaining due to Contractor after City deducts the aforementioned costs of completing the work, then City shall thereupon pay such sum to Contractor and his Surety.

No act by City before the work is finally accepted, including but not limited to, exercise of other rights under the Contract, actions at law or in equity, extensions of time, payments, claims of liquidated damages, occupation or acceptance of any part of the work, waiver of any prior breach of the Contract or failure to take action pursuant to this section upon the happening of any prior default or breach by Contractor shall be construed to be a waiver, or to estop, City from acting pursuant to this paragraph upon any subsequent event, occurrence or failure by Contractor to fulfill the terms and conditions of the Contract. The rights of City pursuant to this paragraph are cumulative and in addition to all other rights of City pursuant to this Agreement and at law or in equity.

1.38 <u>GUARANTY AND BONDS</u>.

Contractor shall furnish a guaranty for its work under the contract, a performance bond and a payment bond, all as required by the Contract Documents and the attachments to this Contract.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement on the date set forth opposite their names.

Date: _____

CONTRACTOR:

Signature (corporate officer if incorporated)

Name (Printed)

Title

Date: _____

Secondary Signature (required if incorporated)

Name (Printed)

Title

(signature page continued)

Date:	
-------	--

CITY

City of Oakley, a municipal corporation

City Manager

ATTEST:

City Clerk

ORIGINAL APPROVED AS TO FORM:

City Attorney

GUARANTY

To the CITY OF OAKLEY, FOR

SENIOR CENTER RENOVATION PROJECT – PHASE 2 CIP 207

The undersigned guarantees the construction and installation of the work included in this project.

Should any of the work prove defective, due to faulty workmanship, materials furnished or methods of installation, or should the work or any part thereof fail to operate properly as originally intended and in accordance with the plans and specifications, due to any of the above causes, all within one year after date on which this contract is accepted by the City or after relief from maintenance, whichever, the undersigned agrees to reimburse the City, upon demand, for its expenses incurred in restoring said project, including the cost of any such equipment or materials replaced and repair said work completely without cost to the City so that said work will function successfully as originally contemplated.

The City shall have the unqualified option to make any needed replacements or repairs done by the undersigned. In the event the City elects to have said work performed by the undersigned, the undersigned agrees that the repairs shall be made and such materials as are necessary shall be furnished and installed within a reasonable time after the receipt of demand from the City. If the undersigned shall fail or refuse to comply with his obligations under this guaranty, the City shall be entitled to all costs and expenses, including attorney's fees.

Signature of Bidder

PERFORMANCE BOND

(To Accompany Contract)

Bond No. _____

WHEREAS, the City of Oakley, hereafter referred to as "Obligee," has awarded to Contractor, ______, hereafter referred to

as "Principal," a contract for the work described as follows:

SENIOR CENTER RENOVATION PROJECT – PHASE 2 CIP 207

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

NOW, THEREFORE, we the undersigned Principal and Surety are held and firmly bound unto the Obligee, in the sum of ______ Dollars (\$______) to be paid to the Obligee, for which payment we bind ourselves jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal shall faithfully perform his contract, then this obligation shall be null and void, otherwise it shall be in full force and effect.

No right of action shall accrue under this bond to or for the use of any person other than the Obligee named herein.

Dated: _____, 20___

Correspondence or claims relating to this bond should be sent to the surety at the following address:

Name (print)

Principal (Signature)

Surety

Attorney-In-Fact

NOTE: Signatures of those executing for the Principal and Surety must be properly acknowledged and a Power of Attorney must be attached naming the Surety. A corporate seal must be affixed for both Contractor and Surety.

PAYMENT BOND

(Civil Code Section 3247)

Bond No.

WHEREAS, the City of Oakley, hereafter referred to as "Obligee," has awarded to __, hereafter referred to as Contractor.

"Principal," a contract for the work described as follows:

SENIOR CENTER RENOVATION PROJECT – PHASE 2 **CIP 207**

AND WHEREAS, said Principal is required to furnish a bond in connection with said contract, to secure the payment of claims of laborers, mechanics, materialmen, and other persons as provided by law.

NOW, THEREFORE, we the undersigned Principal and Surety are held and firmly bound unto the Obligee in the sum of Dollars in the sum of ______ Dollars ______ Dollars ______
 ______ to be paid to the Obligee, for which payment we bind ourselves (\$ jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal or its subcontractors shall fail to pay any of the persons named in Civil Code Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by such claimant, or any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the Principal and his subcontractors pursuant to Section 18806 of the Revenue and Taxation Code, with respect to such work and labor, that the Surety herein 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 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 Civil Code Section 3181 as to give a right of action to such persons or their assigns in any suit brought upon this bond.

Dated:_____, 20____

Correspondence or claims relating to this bond should be sent to the Surety at the following address:

Name (print)

Principal (signature)

Surety

Attorney-In-Fact

NOTE: Signatures of those executing for the Principal and Surety must be properly acknowledged and a Power of Attorney must be attached naming the Surety. A corporate seal must be affixed for both Contractor and Surety.

EXHIBIT A

INSURANCE REQUIREMENTS

CONSTRUCTION CONTRACTS

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

- Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$5,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit (i.e., \$10,000,000)
- 2. Automobile Liability: Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), with limits no less than **\$5,000,000** per accident for bodily injury and property damage.
- 3. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employers' Liability insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.
- 4. **Builder's Risk** (Course of Construction) insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions.
- 5. Surety Bonds as described below.
- 6. **Professional Liability** (if Design/Build), with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.
- 7. **Contractors' Pollution Legal Liability** and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.

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

Contractor shall procure and maintain for the duration of the contract, and if Contractor has a claims-made policy, Contractor shall maintain for two years thereafter, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

Deductibles and Self-Insured Retentions

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

Other Insurance Provisions

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

- 1. The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 10 01 and CG 20 37 10 01forms if later revisions used).
- 2. For any claims related to this project, the **Contractor's insurance coverage shall be primary** insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.
- 3. Each insurance policy required by this clause shall provide notice will be provided to City in the event that the policy is terminated. Contractor shall immediately notify City of any insurance cancellation or termination and shall provide replacement insurance policy documentation to the City.

Builder's Risk (Course of Construction) Insurance

Contractor may submit evidence of Builder's Risk insurance in the form of Course of Construction coverage. Such coverage shall **name the City as a loss payee** as their interest may appear.

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

Claims Made Policies

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

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

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of no less than A:VII, unless otherwise acceptable to the City.

Waiver of Subrogation

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

Verification of Coverage

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

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a format least as broad as CG 20 10 10 01 and CG 20 37 10 01.

Surety Bonds

Contractor shall provide the following Surety Bonds:

- 1. Bid bond
- 2. Performance bond
- 3. Payment bond
- 4. Maintenance bond

The Payment Bond and the Performance Bond shall be in a sum equal to the contract price. If the Performance Bond provides for a one-year warranty a separate Maintenance Bond is not necessary. If the warranty period specified in the contract is for longer than one year a Maintenance Bond equal to 10% of the contract price is required. Bonds shall be duly executed by a responsible corporate surety, authorized to issue such bonds in the State of California and secured through an authorized agent with an office in California.

Special Risks or Circumstances

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

EXHIBIT B

VERIFICATION OF INSURANCE

EXHIBIT C

FEDERAL WAGE DECISION

General Decision Number: CA180029 09/07/2018 CA29

Superseded General Decision Number: CA20170029

State: California

Construction Types: Building, Heavy (Heavy and Dredging) and Highway

Counties: Alameda, Calaveras, Contra Costa, Fresno, Kings, Madera, Mariposa, Merced, Monterey, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Stanislaus and Tuolumne Counties in California.

BUILDING CONSTRUCTION PROJECTS; DREDGING PROJECTS (does not include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.35 for calendar year 2018 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.35 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2018. The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification	Number	Publication Da	te
0		01/05/2018	
1		01/12/2018	
2		01/19/2018	
3		01/26/2018	
4		02/09/2018	
5		03/02/2018	
6		04/06/2018	
7		04/13/2018	
8		05/04/2018	
9		06/01/2018	
10		06/15/2018	
11		06/29/2018	
12		07/06/2018	
13		07/13/2018	

14	07/20/2018
15	07/27/2018
16	08/17/2018
17	08/24/2018
18	08/31/2018
19	09/07/2018

* ASBE0016-004 05/01/2018

AREA 1: CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, STANISLAUS & TOULMNE COUNTIES

AREA 2: ALAMEDA, CONTRA COSTA, SAN FRANSICO, SAN MATEO & SANTA CLARA COUNTIES

Rates

Fringes

<pre>handler (Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials from mechanical systems, whether they contain asbestos or not) Area 1\$ 28.20 9.45</pre>	Asbestos Removal worker/hazardous material	
<pre>stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials from mechanical systems, whether they contain asbestos or not) Area 1\$ 28.20</pre>	handler (Includes	
<pre>scrapping, vacuuming, bagging and disposing of all insulation materials from mechanical systems, whether they contain asbestos or not) Area 1\$ 28.20 9.45</pre>	preparation, wetting,	
and disposing of all insulation materials from mechanical systems, whether they contain asbestos or not) Area 1\$ 28.20 9.45	stripping, removal,	
<pre>insulation materials from mechanical systems, whether they contain asbestos or not) Area 1\$ 28.20 9.45</pre>	scrapping, vacuuming, bagging	
<pre>mechanical systems, whether they contain asbestos or not) Area 1\$ 28.20 9.45</pre>	and disposing of all	
they contain asbestos or not) Area 1\$ 28.20 9.45	insulation materials from	
Area 1 \$ 28.20 9.45	mechanical systems, whether	
	-	
	Area 1\$ 28.20	9.45
Area 2 \$ 35.03 9.45	Area 2\$ 35.03	9.45

ASBE0016-008 01/01/2018

AREA 1: ALAMEDA, CONTRA COSTA, MONTEREY, SAN BENITO, SAN FRANSICO, SAN MATEO, SANTA CLARA, & SANTA CRUZ

AREA 2: CALAVERAS, COLUSA, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAU, & TUOLUMNE

RatesFringesAsbestos Workers/Insulator
(Includes the application of
all insulating materials,
Protective Coverings,
Coatings, and Finishes to all
types of mechanical systems)
Area 1.....\$ 65.36
Area 2....\$ 49.4623.10BOIL0549-001 10/01/201623.10

AREA 1: ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO & SANTA CLARA COUNTIES

AREA 2: REMAINING COUNTIES

	Rates	Fringes
BOILERMAKER Area 1 Area 2		37.91 35.71
BRCA0003-001 08/01/2017		
	Rates	Fringes
MARBLE FINISHER	.\$ 32.60	15.31
BRCA0003-003 08/01/2017		
	Rates	Fringes
MARBLE MASON	.\$ 44.60	26.83
BRCA0003-005 05/01/2017		
	Rates	Fringes
BRICKLAYER (1) Fresno, Kings, Madera, Mariposa, Merced	.\$ 38.45	21.22
<pre>(7) San Francisco, San Mateo (8) Alameda, Contra</pre>		25.83
Costa, San Benito, Santa Clara (9) Calaveras, San	.\$ 44.16	21.71
Joaquin, Stanislaus, Toulumne		20.76 23.49
BRCA0003-008 09/01/2017		
	Rates	Fringes
TERRAZZO FINISHER TERRAZZO WORKER/SETTER		16.87 26.36
BRCA0003-011 04/01/2018		

AREA 1: Alameda, Contra Costa, Monterey, San Benito, San Francisco, San Mateo, Santa Clara, Santa Cruz

AREA 2: Calaveras, San Joaquin, Stanislaus, Tuolumne

AREA 3: Fresno, Kings, Madera, Mariposa, Merced

	Rates	Fringes
TILE FINISHER Area 1 Area 2 Area 3 Tile Layer Area 1	\$ 25.60 \$ 25.88	15.87 14.30 15.17 18.29
Area 3	\$ 42.67	16.81 17.70
CARP0022-001 07/01/2018		
San Francisco County		
	Rates	Fringes
Carpenters Bridge Builder/Highway		
Carpenter	δ	29.32
Filer Journeyman Carpenter		29.32 29.32
Millwright		30.91
CARP0034-001 07/01/2018		
	Rates	Fringes
Diver		
Assistant Tender, ROV Tender/Technician Diver standby Diver Tender Diver wet Manifold Operator (mixed	\$ 52.61 \$ 51.82 \$ 97.17	32.52 32.52 32.52 32.52 32.52
gas) Manifold Operator (Standk		32.52 32.52
DEPTH PAY (Surface Diving): 050 to 100 ft \$2.00 per for 101 to 150 ft \$3.00 per for 151 to 220 ft \$4.00 per for	ot	
SATURATION DIVING: The standby rate shall apply saturation diving rate apply	-	

pressure continuously until work task and decompression are complete. The diver rate shall be paid for all saturation hours. DIVING IN ENCLOSURES: Where it is necessary for Divers to enter pipes or tunnels, or other enclosures where there is no vertical ascent, the following premium shall be paid: Distance traveled from entrance 26 feet to 300 feet: \$1.00 per foot. When it is necessary for a diver to enter any pipe, tunnel or other enclosure less than 48" in height, the premium will be \$1.00 per foot. WORK IN COMBINATION OF CLASSIFICATIONS: Employees working in any combination of classifications within the diving crew (except dive supervisor) in a shift are paid in the classification with the highest rate for that shift. _____ CARP0034-003 07/01/2017 Rates Fringes Piledriver.....\$ 46.65 31.91 _____ CARP0035-007 07/01/2017 AREA 1: Alameda, Contra Costa, San Francisco, San Mateo, Santa Clara counties AREA 2: Monterey, San Benito, Santa Cruz Counties AREA 3: Calaveras, Fresno, Kings, Madera, Mariposa, Merced, San Joaquin, Stanislaus, Tuolumne Counties Rates Fringes Modular Furniture Installer Area 1 20.42 Installer I.....\$ 25.61 Installer II.....\$ 22.18 20.42 Lead Installer.....\$ 29.06 20.92 Master Installer.....\$ 33.28 20.92 Area 2 Installer I.....\$ 22.96 20.42 Installer II.....\$ 20.01 20.42 Lead Installer.....\$ 25.93 20.92 Master Installer.....\$ 29.56 20.92 Area 3 Installer I.....\$ 22.01 20.42 Installer II.....\$ 19.24 20.42 Lead Installer.....\$ 24.81 20.92

Master Installer.....\$ 31.83 20.92 _____ CARP0035-008 08/01/2018 AREA 1: Alameda, Contra Costa, San Francisco, San Mateo, Santa Clara counties AREA 2: Monterey, San Benito, Santa Cruz Counties AREA 3: San Joaquin AREA 4: Calaveras, Fresno, Kings, Madera, Mariposa, Merced, Stanislaus, Tuolumne Counties Rates Fringes Drywall Installers/Lathers: Area 1.....\$ 48.40 29.76 Area 2.....\$ 42.52 29.76 Area 3.....\$ 41.02 29.15 Area 4.....\$ 41.67 29.76 Drywall Stocker/Scrapper Area 1.....\$ 24.20 17.29 Area 2.....\$ 21.26 17.29 Area 3.....\$ 20.51 16.88 Area 4.....\$ 20.84 17.29 _____ CARP0152-001 07/01/2018 Contra Costa County Rates Fringes Carpenters Bridge Builder/Highway Carpenter.....\$ 48.40 29.32 Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....\$ 48.55 29.32 Journeyman Carpenter.....\$ 48.40 29.32 Millwright.....\$ 48.50 30.91 CARP0152-002 07/01/2018 San Joaquin County Rates Fringes Carpenters Bridge Builder/Highway Carpenter.....\$ 48.40 29.32

Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer Journeyman Carpenter Millwright CARP0152-004 07/01/2018	\$ 42.52	29.32 29.32 30.91
Calaveras, Mariposa, Merced, Star	nislaus and Tuol	umne Counties
	Rates	Fringes
Carpenters Bridge Builder/Highway Carpenter	\$ 48.40	29.32
Steel Shoring Erector, Saw Filer Journeyman Carpenter Millwright	\$ 41.17	29.32 29.32 30.91
CARP0217-001 07/01/2018		
San Mateo County		
	Rates	Fringes
Carpenters Bridge Builder/Highway Carpenter Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer Journeyman Carpenter	\$ 48.55	29.32 29.32 29.32
Millwright		30.91
CARP0405-001 07/01/2018		
Santa Clara County		
	Rates	Fringes
Carpenters Bridge Builder/Highway Carpenter Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold &	\$ 48.40	29.32

Steel Shoring Erector, Saw Filer\$ Journeyman Carpenter\$ Millwright\$	48.40	29.32 29.32 30.91
CARP0405-002 07/01/2018		
San Benito County		
F	Rates I	Fringes
Carpenters Bridge Builder/Highway Carpenter\$ Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw	48.40	29.32
Filer\$ Journeyman Carpenter\$ Millwright\$	42.52	29.32 29.32 30.91
CARP0505-001 07/01/2018		
Santa Cruz County		
F	Rates I	Fringes
Carpenters Bridge Builder/Highway Carpenter\$ Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw	48.40	29.32
Filer\$		29.32
Journeyman Carpenter\$ Millwright\$		29.32 30.91
CARP0605-001 07/01/2018		
Monterey County		
F	Rates I	Fringes
Carpenters Bridge Builder/Highway Carpenter\$ Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer\$		29.32
Journeyman Carpenter\$		29.32

Millwright.....\$ 45.02 30.91

CARP0701-001 07/01/2018

Fresno and Madera Counties

	Rates	Fringes
Carpenters Bridge Builder/Highway Carpenter Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold Steel Shoring Erector, Say	á	29.32
Filer Journeyman Carpenter Millwright	\$ 41.17	29.32 29.32 30.91

CARP0713-001 07/01/2018

Alameda County

	Rates	Fringes
Carpenters Bridge Builder/Highway Carpenter Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold &	\$ 48.40	29.32
Steel Shoring Erector, Saw Filer Journeyman Carpenter Millwright	\$ 48.40	29.32 29.32 30.91

CARP1109-001 07/01/2018

Kings County

F	Rates	Fringes
Carpenters Bridge Builder/Highway Carpenter\$ Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw	48.40	29.32
Filer\$ Journeyman Carpenter\$ Millwright\$	41.17	29.32 29.32 30.91

ELEC0006-004 12/01/2017

Sound & Communications		
Installer\$	38.52	3%+18.05
Technician\$	44.30	3%+18.05

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0006-007 06/01/2018

SAN FRANCISCO COUNTY

	Rates	Fringes	
ELECTRICIAN	\$ 71.00	3%+31.215	
* ELEC0100-002 09/01/2018			
FRESNO, KINGS, AND MADERA COUNTIES			
	Rates	Fringes	
ELECTRICIAN	\$ 38.25	22.55	
ELEC0100-005 12/01/2016			
FRESNO, KINGS, MADERA			

Rates

Fringes

Communications System		
Installer\$	30.64	3%+17.86
Technician\$	34.89	3%+17.86

SCOPE OF WORK

Includes the installation testing, service and maintenance, of the following systems which utilize the transmission and/or transference of voice, sound, vision and digital for commercial, education, security and entertainment purposes for the following: TV monitoring and surveillance, background-foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call system, radio page, school intercom and sound, burglar alarms, and low voltage master clock systems.

A. SOUND AND VOICE TRANSMISSION/TRANSFERENCE SYSTEMS Background foreground music, Intercom and telephone interconnect systems, Telephone systems Nurse call systems, Radio page systems, School intercom and sound systems, Burglar alarm systems, Low voltage, master clock systems, Multi-media/multiplex systems, Sound and musical entertainment systems, RF systems, Antennas and Wave Guide,

B. FIRE ALARM SYSTEMS Installation, wire pulling and testing

C. TELEVISION AND VIDEO SYSTEMS Television monitoring and surveillance systems Video security systems, Video entertainment systems, Video educational systems, Microwave transmission systems, CATV and CCTV

D. SECURITY SYSTEMS Perimeter security systems Vibration sensor systems Card access systems Access control systems, Sonar/infrared monitoring equipment

E. COMMUNICATIONS SYSTEMS THAT TRANSMIT OR RECEIVE INFORMATION AND/OR CONTROL SYSTEMS THAT ARE INTRINSIC TO THE ABOVE LISTED SYSTEMS SCADA (Supervisory Control and Data Acquisition) PCM (Pulse Code Modulation) Inventory Control Systems, Digital Data Systems Broadband and Baseband and Carriers Point of Sale Systems, VSAT Data Systems Data Communication Systems RF and Remote Control Systems, Fiber Optic Data Systems

WORK EXCLUDED Raceway systems are not covered (excluding Ladder-Rack for the purpose of the above listed systems). Chases and/or nipples (not to exceed 10 feet) may be installed on open wiring systems. Energy management systems. SCADA (Supervisory Control and Data Acquisition) when not intrinsic to the above listed systems (in the scope). Fire alarm systems when installed in raceways (including wire and cable pulling) shall be performed at the electrician wage rate, when either of the following two (2) conditions apply:

1. The project involves new or major remodel building trades construction. 2. The conductors for the fire alarm system are installed in conduit. ELEC0234-001 06/01/2018 MONTEREY, SAN BENITO AND SANTA CRUZ COUNTIES Rates Fringes ELECTRICIAN Zone A.....\$ 46.15 Zone B.....\$ 50.77 25.48 25.48 Zone A: All of Santa Cruz, Monterey, and San Benito Counties within 25 air miles of Highway 1 and Dolan Road in Moss Landing, and an area extending 5 miles east and west of Highway 101 South to the San Luis Obispo County Line Zone B: Any area outside of Zone A _____ ELEC0234-003 12/01/2017 MONTEREY, SAN BENITO, AND SANTA CRUZ COUNTIES Rates Fringes Sound & Communications Installer.....\$ 38.02 18.69 Technician.....\$ 43.72 18.86 SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway

jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0302-001 01/01/2018

CONTRA COSTA COUNTY

	Rates	Fringes	
CABLE SPLICER		26.59 26.59	

ELEC0302-003 12/01/2017

CONTRA COSTA COUNTY

Ι	Rates	Fringes
Sound & Communications Installer\$ Technician\$		18.66 18.83

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0332-001 06/01/2018

SANTA CLARA COUNTY

I	Rates	Fringes
CABLE SPLICER\$ ELECTRICIAN\$		35.491 35.196

FOOTNOTES: Work under compressed air or where gas masks are required, orwork on ladders, scaffolds, stacks, "Bosun's chairs," or other structures and where the workers are not protected by permanent guard rails at a distance of 40 to 60 ft. from the ground or supporting structures: to be paid one and one-half times the straight-time rate of pay. Work on structures of 60 ft. or over (as described above): to be paid twice the straight-time rate of pay.

ELEC0332-003 12/01/2017

SANTA CLARA COUNTY

Rates

Fringes

Sound & Communications Installer.....\$ 38.02 18.69 Technician.....\$ 43.72 18.86

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0595-001 06/01/2018

ALAMEDA COUNTY

	Rates	Fringes	
CABLE SPLICER		3%+35.72 3%+35.72	
ELEC0595-002 06/01/2018			

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
CABLE SPLICER	\$ 42.55	7.45%+24.58
(1) Tunnel work	\$ 38.85	7.45%+24.58
(2) All other work	\$ 37.00	7.45%+24.58

ELEC0595-006 12/01/2017

ALAMEDA COUNTY

I	Rates	Fringes
Sound & Communications	22.22	
Installer\$		3%+17.96
Technician\$	43.72	3%+17.96

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0595-008 12/01/2017

CALAVERAS AND SAN JOAQUIN COUNTIES

1	Rates	Fringes
Communications System Installer\$ Technician\$		3%+17.96 3%+17.96

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other

data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0617-001 06/01/2018

SAN MATEO COUNTY

	Rates	Fringes
ELECTRICIAN	\$ 61.00	34.62
ELEC0617-003 12/01/2017		

SAN MATEO COUNTY

	Rates	Fringes
Sound & Communications		
Installer	\$ 38.02	19.27
Technician	\$ 43.72	19.27

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems. FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0684-001 06/01/2018

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES

RatesFringesELECTRICIAN.....\$ 38.003%+21.33

CABLE SPLICER = 110% of Journeyman Electrician

ELEC0684-004 12/01/2016

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES

Rates Fringes

Communications System

Installer\$	30.64	3%+17.86
Technician\$	34.89	3%+17.86

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC1245-001 06/01/2018

LINE CONSTRUCTION (1) Lineman; Cable splicer..\$ 56.79 17.91 (2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment).....\$ 45.36 16.74 (3) Groundman.....\$ 34.68 16.36 (4) Powderman.....\$ 49.55 3%+17.65 HOLIDAYS: New Year's Day, M.L. King Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and day after Thanksgiving, Christmas Day -----ELEV0008-001 01/01/2018 Rates Fringes ELEVATOR MECHANIC.....\$ 65.45 32.645 FOOTNOTE: PAID VACATION: Employer contributes 8% of regular hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for 6 months to 5 years of service. PAID HOLIDAYS: New Years Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day. ENGI0003-001 06/26/2017 "AREA 1" WAGE RATES ARE LISTED BELOW "AREA 2" RECEIVES AN ADDITIONAL \$2.00 PER HOUR ABOVE AREA 1 RATES. SEE AREA DEFINITIONS BELOW Rates Fringes OPERATOR: Power Equipment (AREA 1:) 30.39 GROUP 1.....\$ 44.67 30.39 GROUP 2.....\$ 43.14 GROUP 3.....\$ 41.66 30.39 GROUP 4.....\$ 40.28 30.39 GROUP 5.....\$ 39.01 30.39 GROUP 6.....\$ 37.69 30.39

GROUP 7\$ GROUP 8\$ GROUP 8-A\$ OPERATOR: Power Equipment (Cranes and Attachments - AREA 1:)	35.41	30.39 30.39 30.39
GROUP 1 Cranes\$ Oiler\$ Truck crane oiler\$ GROUP 2	36.63	30.39 30.39 30.39
Cranes\$ Oiler\$ Truck crane oiler\$ GROUP 3	36.36 38.98	30.39 30.39 30.39
Cranes\$ Hydraulic\$ Oiler\$ Truck Crane Oiler\$	38.32 36.14	30.39 30.39 30.39 30.39
GROUP 4 Cranes\$ OPERATOR: Power Equipment (Piledriving - AREA 1:) GROUP 1	39.01	30.39
Lifting devices\$ Oiler\$ Truck crane oiler\$ GROUP 2	36.63	30.39 30.39 30.39
Lifting devices\$ Oiler\$ Truck Crane Oiler\$ GROUP 3	36.36	30.39 30.39 30.39
Lifting devices\$ Oiler\$ Truck Crane Oiler\$ GROUP 4	36.14 38.71	30.39 30.39 30.39
Lifting devices\$ GROUP 5 Lifting devices\$		30.39 30.39
GROUP 6 Lifting devices\$		30.39
OPERATOR: Power Equipment (Steel Erection - AREA 1:) GROUP 1		
Cranes\$ Oiler\$ Truck Crane Oiler\$ GROUP 2	36.63	30.39 30.39 30.39
GROUP 2 Cranes\$ Oiler\$ Truck Crane Oiler\$ GROUP 3	36.36	30.39 30.39 30.39
Cranes\$ Hydraulic\$		30.39 30.39

Oiler\$ Truck Crane Oiler\$ GROUP 4		30.39 30.39
Cranes\$ GROUP 5	39.01	30.39
Cranes\$ OPERATOR: Power Equipment (Tunnel and Underground Work	35.13	30.39
- AREA 1:)		
SHAFTS, STOPES, RAISES:		
GROUP 1\$	40.77	30.39
GROUP 1-A\$	43.24	30.39
GROUP 2\$	39.51	30.39
GROUP 3\$	38.18	30.39
GROUP 4\$	37.04	30.39
GROUP 5\$	35.90	30.39
UNDERGROUND:		
GROUP 1\$	40.67	30.39
GROUP 1-A\$	43.14	30.39
GROUP 2\$	39.41	30.39
GROUP 3\$	38.08	30.39
GROUP 4\$	36.94	30.39
GROUP 5\$	35.80	30.39

FOOTNOTE: Work suspended by ropes or cables, or work on a Yo-Yo Cat: \$.60 per hour additional.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Operator of helicopter (when used in erection work); Hydraulic excavator, 7 cu. yds. and over; Power shovels, over 7 cu. yds.

GROUP 2: Highline cableway; Hydraulic excavator, 3-1/2 cu. yds. up to 7 cu. yds.; Licensed construction work boat operator, on site; Power blade operator (finish); Power shovels, over 1 cu. yd. up to and including 7 cu. yds. m.r.c.

GROUP 3: Asphalt milling machine; Cable backhoe; Combination backhoe and loader over 3/4 cu. yds.; Continuous flight tie back machine assistant to engineer or mechanic; Crane mounted continuous flight tie back machine, tonnage to apply; Crane mounted drill attachment, tonnage to apply; Dozer, slope brd; Gradall; Hydraulic excavator, up to 3 1/2 cu. yds.; Loader 4 cu. yds. and over; Long reach excavator; Multiple engine scraper (when used as push pull); Power shovels, up to and including 1 cu. yd.; Pre-stress wire wrapping machine; Side boom cat, 572 or larger; Track loader 4 cu. yds. and over; Wheel excavator (up to and including 750 cu. yds. per hour)

GROUP 4: Asphalt plant engineer/box person; Chicago boom;

Combination backhoe and loader up to and including 3/4 cu. yd.; Concrete batch plant (wet or dry); Dozer and/or push cat; Pull- type elevating loader; Gradesetter, grade checker (GPS, mechanical or otherwise); Grooving and grinding machine; Heading shield operator; Heavy-duty drilling equipment, Hughes, LDH, Watson 3000 or similar; Heavy-duty repairperson and/or welder; Lime spreader; Loader under 4 cu. yds.; Lubrication and service engineer (mobile and grease rack); Mechanical finishers or spreader machine (asphalt, Barber-Greene and similar); Miller Formless M-9000 slope paver or similar; Portable crushing and screening plants; Power blade support; Roller operator, asphalt; Rubber-tired scraper, self-loading (paddle-wheels, etc.); Rubber- tired earthmoving equipment (scrapers); Slip form paver (concrete); Small tractor with drag; Soil stabilizer (P & H or equal); Spider plow and spider puller; Tubex pile rig; Unlicensed constuction work boat operator, on site; Timber skidder; Track loader up to 4 yds.; Tractor-drawn scraper; Tractor, compressor drill combination; Welder; Woods-Mixer (and other similar Pugmill equipment)

GROUP 5: Cast-in-place pipe laying machine; Combination slusher and motor operator; Concrete conveyor or concrete pump, truck or equipment mounted; Concrete conveyor, building site; Concrete pump or pumpcrete gun; Drilling equipment, Watson 2000, Texoma 700 or similar; Drilling and boring machinery, horizontal (not to apply to waterliners, wagon drills or jackhammers); Concrete mixer/all; Person and/or material hoist; Mechanical finishers (concrete) (Clary, Johnson, Bidwell Bridge Deck or similar types); Mechanical burm, curb and/or curb and gutter machine, concrete or asphalt); Mine or shaft hoist; Portable crusher; Power jumbo operator (setting slip-forms, etc., in tunnels); Screed (automatic or manual); Self-propelled compactor with dozer; Tractor with boom D6 or smaller; Trenching machine, maximum digging capacity over 5 ft. depth; Vermeer T-600B rock cutter or similar

GROUP 6: Armor-Coater (or similar); Ballast jack tamper; Boom- type backfilling machine; Assistant plant engineer; Bridge and/or gantry crane; Chemical grouting machine, truck-mounted; Chip spreading machine operator; Concrete saw (self-propelled unit on streets, highways, airports and canals); Deck engineer; Drilling equipment Texoma 600, Hughes 200 Series or similar up to and including 30 ft. m.r.c.; Drill doctor; Helicopter radio operator; Hydro-hammer or similar; Line master; Skidsteer loader, Bobcat larger than 743 series or similar (with attachments); Locomotive; Lull hi-lift or similar; Oiler, truck mounted equipment; Pavement breaker, truck-mounted, with compressor combination; Paving fabric installation and/or laying machine; Pipe bending machine (pipelines only); Pipe wrapping machine (tractor propelled and supported); Screed (except asphaltic concrete paving); Self- propelled pipeline wrapping machine; Tractor; Self-loading chipper; Concrete barrier moving machine

GROUP 7: Ballast regulator; Boom truck or dual-purpose A-frame truck, non-rotating - under 15 tons; Cary lift or similar; Combination slurry mixer and/or cleaner; Drilling equipment, 20 ft. and under m.r.c.; Firetender (hot plant); Grouting machine operator; Highline cableway signalperson; Stationary belt loader (Kolman or similar); Lift slab machine (Vagtborg and similar types); Maginnes internal full slab vibrator; Material hoist (1 drum); Mechanical trench shield; Pavement breaker with or without compressor combination); Pipe cleaning machine (tractor propelled and supported); Post driver; Roller (except asphalt); Chip Seal; Self-propelled automatically applied concrete curing mahcine (on streets, highways, airports and canals); Self-propelled compactor (without dozer); Signalperson; Slip-form pumps (lifting device for concrete forms); Tie spacer; Tower mobile; Trenching machine, maximum digging capacity up to and including 5 ft. depth; Truck- type loader

GROUP 8: Bit sharpener; Boiler tender; Box operator; Brakeperson; Combination mixer and compressor (shotcrete/gunite); Compressor operator; Deckhand; Fire tender; Forklift (under 20 ft.); Generator; Gunite/shotcrete equipment operator; Hydraulic monitor; Ken seal machine (or similar); Mixermobile; Oiler; Pump operator; Refrigeration plant; Reservoir-debris tug (selfpropelled floating); Ross Carrier (construction site); Rotomist operator; Self-propelled tape machine; Shuttlecar; Self-propelled power sweeper operator (includes vacuum sweeper); Slusher operator; Surface heater; Switchperson; Tar pot firetender; Tugger hoist, single drum; Vacuum cooling plant; Welding machine (powered other than by electricity)

GROUP 8-A: Elevator operator; Skidsteer loader-Bobcat 743 series or smaller, and similar (without attachments); Mini excavator under 25 H.P. (backhoe-trencher); Tub grinder wood chipper

ALL CRANES AND ATTACHMENTS

GROUP 1: Clamshell and dragline over 7 cu. yds.; Crane, over 100 tons; Derrick, over 100 tons; Derrick barge pedestal-mounted, over 100 tons; Self-propelled boom-type lifting device, over 100 tons

GROUP 2: Clamshell and dragline over 1 cu. yd. up to and including 7 cu. yds.; Crane, over 45 tons up to and including 100 tons; Derrick barge, 100 tons and under;

Self-propelled boom-type lifting device, over 45 tons; Tower crane

GROUP 3: Clamshell and dragline up to and including 1 cu. yd.; Cranes 45 tons and under; Self-propelled boom-type lifting device 45 tons and under;

GROUP 4: 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, Manitex or similar (boom truck) - under 15 tons;

PILEDRIVERS

GROUP 1: Derrick barge pedestal mounted over 100 tons; Clamshell over 7 cu. yds.; Self-propelled boom-type lifting device over 100 tons; Truck crane or crawler, land or barge mounted over 100 tons

GROUP 2: Derrick barge pedestal mounted 45 tons to and including 100 tons; Clamshell up to and including 7 cu. yds.; Self-propelled boom-type lifting device over 45 tons; Truck crane or crawler, land or barge mounted, over 45 tons up to and including 100 tons; Fundex F-12 hydraulic pile rig

GROUP 3: Derrick barge pedestal mounted under 45 tons; Selfpropelled boom-type lifting device 45 tons and under; Skid/scow piledriver, any tonnage; Truck crane or crawler, land or barge mounted 45 tons and under

GROUP 4: Assistant operator in lieu of assistant to engineer; Forklift, 10 tons and over; Heavy-duty repairperson/welder

GROUP 5: Deck engineer

GROUP 6: Deckhand; Fire tender

STEEL ERECTORS

GROUP 1: Crane over 100 tons; Derrick over 100 tons; Selfpropelled boom-type lifting device over 100 tons

GROUP 2: Crane over 45 tons to 100 tons; Derrick under 100 tons; Self-propelled boom-type lifting device over 45 tons to 100 tons; Tower crane

GROUP 3: Crane, 45 tons and under; Self-propelled boom-type lifting device, 45 tons and under

GROUP 4: Chicago boom; Forklift, 10 tons and over; Heavy-duty repair person/welder

GROUP 5: Boom cat

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TUNNEL AND UNDERGROUND WORK

GROUP 1-A: Tunnel bore machine operator, 20' diameter or more

GROUP 1: Heading shield operator; Heavy-duty repairperson; Mucking machine (rubber tired, rail or track type); Raised bore operator (tunnels); Tunnel mole bore operator

GROUP 2: Combination slusher and motor operator; Concrete pump or pumpcrete gun; Power jumbo operator

GROUP 3: Drill doctor; Mine or shaft hoist

GROUP 4: Combination slurry mixer cleaner; Grouting Machine operator; Motorman

GROUP 5: Bit Sharpener; Brakeman; Combination mixer and compressor (gunite); Compressor operator; Oiler; Pump operator; Slusher operator

AREA DESCRIPTIONS:

POWER EQUIPMENT OPERATORS, CRANES AND ATTACHMENTS, TUNNEL AND UNDERGROUND [These areas do not apply to Piledrivers and Steel Erectors]

AREA 1: ALAMEDA, CALAVERAS, CONTRA COSTA, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, STANISLAUS, TUOLUMNE AREA 2 -NOTED BELOW

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

CALAVERAS COUNTY: Area 1: Remainder Area 2: Eastern Part

FRESNO COUNTY: Area 1: Remainder Area 2: Eastern Part

MADERA COUNTY: Area 1: Remainder Area 2: Eastern Part MARIPOSA COUNTY: Area 1: Remainder Area 2: Eastern Part MONTEREY COUNTY: Area 1: Remainder Area 2: Southwestern part TUOLUMNE COUNTY: Area 1: Remainder Area 2: Eastern Part _____ ENGI0003-008 07/01/2017 Rates Fringes Dredging: (DREDGING: CLAMSHELL & DIPPER DREDGING; HYDRAULIC SUCTION DREDGING:) AREA 1: (1) Leverman.....\$ 44.77 31.25 (2) Dredge Dozer; Heavy duty repairman.....\$ 39.81 31.25 (3) Booster Pump Operator; Deck Engineer; Deck mate; Dredge Tender; Winch Operator.....\$ 38.69 31.25 (4) Bargeman; Deckhand; Fireman; Leveehand; Oiler..\$ 35.39 31.25 AREA 2: (1) Leverman.....\$ 46.77 31.25 (2) Dredge Dozer; Heavy 31.25 duty repairman.....\$ 41.81 (3) Booster Pump Operator; Deck Engineer; Deck mate; Dredge Tender; Winch Operator.....\$ 40.69 31.25 (4) Bargeman; Deckhand; Fireman; Leveehand; Oiler..\$ 37.39 31.25

AREA DESCRIPTIONS

AREA 1: ALAMEDA, BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED, NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS, SUTTER, YOLO, AND YUBA COUNTIES

AREA 2: MODOC COUNTY THE REMAINGING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW: ALPINE COUNTY: Area 1: Northernmost part Area 2: Remainder CALAVERAS COUNTY: Area 1: Remainder Area 2: Eastern part COLUSA COUNTY: Area 1: Eastern part Area 2: Remainder ELDORADO COUNTY: Area 1: North Central part Area 2: Remainder FRESNO COUNTY: Area 1: Remainder Area 2: Eastern part GLENN COUNTY: Area 1: Eastern part Area 2: Remainder LASSEN COUNTY: Area 1: Western part along the Southern portion of border with Shasta County Area 2: Remainder MADERA COUNTY: Area 1: Except Eastern part Area 2: Eastern part MARIPOSA COUNTY Area 1: Except Eastern part Area 2: Eastern part MONTERREY COUNTY Area 1: Except Southwestern part Area 2: Southwestern part NEVADA COUNTY: Area 1: All but the Northern portion along the border of Sierra County Area 2: Remainder PLACER COUNTY: Area 1: Al but the Central portion Area 2: Remainder

PLUMAS COUNTY: Area 1: Western portion Area 2: Remainder SHASTA COUNTY: Area 1: All but the Northeastern corner Area 2: Remainder SIERRA COUNTY: Area 1: Western part Area 2: Remainder SISKIYOU COUNTY: Area 1: Central part Area 2: Remainder SONOMA COUNTY: Area 1: All but the Northwestern corner Area 2: Remainder TEHAMA COUNTY: Area 1: All but the Western border with Mendocino & Trinity Counties Area 2: Remainder TRINITY COUNTY: Area 1: East Central part and the Northeastern border with Shasta County Area 2: Remainder TUOLUMNE COUNTY: Area 1: Except Eastern part Area 2: Eastern part _____ ENGI0003-019 07/26/2017 SEE AREA DESCRIPTIONS BELOW Rates Fringes OPERATOR: Power Equipment (LANDSCAPE WORK ONLY) GROUP 1 AREA 1.....\$ 34.05 28.73 AREA 2.....\$ 36.05 28.73 GROUP 2 AREA 1.....\$ 30.45 28.73 AREA 2....\$ 32.45 28.73 GROUP 3 AREA 1.....\$ 25.84 28.73 AREA 2....\$ 27.84 28.73

GROUP DESCRIPTIONS:

GROUP 1: Landscape Finish Grade Operator: All finish grade work regardless of equipment used, and all equipment with a rating more than 65 HP.

GROUP 2: Landscape Operator up to 65 HP: All equipment with a manufacturer's rating of 65 HP or less except equipment covered by Group 1 or Group 3. The following equipment shall be included except when used for finish work as long as manufacturer's rating is 65 HP or less: A-Frame and Winch Truck, Backhoe, Forklift, Hydragraphic Seeder Machine, Roller, Rubber-Tired and Track Earthmoving Equipment, Skiploader, Straw Blowers, and Trencher 31 HP up to 65 HP.

GROUP 3: Landscae Utility Operator: Small Rubber-Tired Tractor, Trencher Under 31 HP.

AREA DESCRIPTIONS:

AREA 1: ALAMEDA, BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED, NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS, SUTTER, YOLO, AND YUBA COUNTIES

AREA 2 - MODOC COUNTY

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

ALPINE COUNTY: Area 1: Northernmost part Area 2: Remainder

CALAVERAS COUNTY: Area 1: Except Eastern part Area 2: Eastern part

COLUSA COUNTY: Area 1: Eastern part Area 2: Remainder

DEL NORTE COUNTY: Area 1: Extreme Southwestern corner Area 2: Remainder

ELDORADO COUNTY: Area 1: North Central part Area 2: Remainder

FRESNO COUNTY Area 1: Except Eastern part Area 2: Eastern part

GLENN COUNTY: Area 1: Eastern part Area 2: Remainder HUMBOLDT COUNTY: Area 1: Except Eastern and Southwestern parts Area 2: Remainder LAKE COUNTY: Area 1: Southern part Area 2: Remainder LASSEN COUNTY: Area 1: Western part along the Southern portion of border with Shasta County Area 2: Remainder MADERA COUNTY Area 1: Remainder Area 2: Eastern part MARIPOSA COUNTY Area 1: Remainder Area 2: Eastern part MENDOCINO COUNTY: Area 1: Central and Southeastern parts Area 2: Remainder MONTEREY COUNTY Area 1: Remainder Area 2: Southwestern part NEVADA COUNTY: Area 1: All but the Northern portion along the border of Sierra County Area 2: Remainder PLACER COUNTY: Area 1: All but the Central portion Area 2: Remainder PLUMAS COUNTY: Area 1: Western portion Area 2: Remainder SHASTA COUNTY: Area 1: All but the Northeastern corner Area 2: Remainder SIERRA COUNTY: Area 1: Western part Area 2: Remainder

SISKIYOU COUNTY: Area 1: Central part Area 2: Remainder SONOMA COUNTY: Area 1: All but the Northwestern corner Area 2: Reaminder TEHAMA COUNTY: Area 1: All but the Western border with mendocino & Trinity Counties Area 2: Remainder TRINITY COUNTY: Area 1: East Central part and the Northeaster border with Shasta County Area 2: Remainder TULARE COUNTY; Area 1: Remainder Area 2: Eastern part TUOLUMNE COUNTY: Area 1: Remainder Area 2: Eastern Part _____ * IRON0377-002 07/01/2018 Rates Fringes Ironworkers: Fence Erector.....\$ 31.58 22.41 Ornamental, Reinforcing 31.05 and Structural.....\$ 38.00 PREMIUM PAY: \$6.00 additional per hour at the following locations: China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland, Edwards AFB, Fort Irwin Military Station, Fort Irwin Training Center-Goldstone, San Clemente Island, San Nicholas Island, Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB \$4.00 additional per hour at the following locations: Army Defense Language Institute - Monterey, Fallon Air Base, Naval Post Graduate School - Monterey, Yermo Marine Corps Logistics Center

\$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

LABO0067-002 06/25/2018

AREA "A" - ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO AND SANTA CLARA COUNTIES

AREA "B" - CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, STANISLAUS, AND TUOLUMNE COUNTIES

Ι	Rates	Fringes
Asbestos Removal Laborer		
All Counties\$	23.00	11.31
LABORER (Lead Removal)		
Area A\$	31.81	22.71
Area B\$	30.81	22.71

ASBESTOS REMOVAL-SCOPE OF WORK: Site mobilization; initial site clean-up; site preparation; removal of asbestos-containing materials from walls and ceilings; or from pipes, boilers and mechanical systems only if they are being scrapped; encapsulation, enclosure and disposal of asbestos-containing materials by hand or with equipment or machinery; scaffolding; fabrication of temporary wooden barriers; and assembly of decontamination stations.

LABO0073-002 06/25/2018

CALAVERAS AND SAN JOAQUIN COUNTIES

Rates Fringes

LABORER (TRAFFIC CONTROL/LANE CLOSURE) Escort Driver, Flag Person..\$ 29.54 23.65 Traffic Control Person I....\$ 29.84 23.65 Traffic Control Person II...\$ 27.34 23.65

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LAB00073-003 07/01/2018

SAN JOAQUIN COUNTY

	Rates	Fringes
LABORER Mason Tender-Brick	\$ 31.20	22.20
LABO0073-005 06/25/2018		
	Rates	Fringes
Tunnel and Shaft Laborers: GROUP 1 GROUP 2 GROUP 3 GROUP 4 GROUP 5 Shotcrete Specialist	\$ 37.59 \$ 37.34 \$ 36.89 \$ 36.35	24.11 24.11 24.11 24.11 24.11 24.11
TUNNEL AND SHAFT CLASSIFICATIO	NS	
GROUP 1: Diamond driller; Gr nozzlemen	oundmen; Guni	te and shotcrete
GROUP 2: Rodmen; Shaft work excavated ground level)	& raise (belo	w actual or
GROUP 3: Bit grinder; Blaste Cherry pickermen - where car in tunnel; Concrete screedma Gunite & shotcrete gunman & pressure nozzleman; Miner - bottom man on shaft and rais slick line; Sandblaster - po Segment Erector, Tunnel Muck setter; Timberman, retimberm materials therefore); Tugger Cable tender; Chuck tender;	is lifted; C n; Grout pump potman; Heade tunnel, inclu e work; Nippe tman, Robotic Hauler, Stee an (wood or s (for tunnel	oncrete finisher man and potman; rmen; High ding top and r; Nozzleman on Shotcrete Placer, l Form raiser and teel or substitute laborer work);
GROUP 4: Vibrator operator, muckers, trackmen; Concrete spreading, Dumpmen (any meth	crew - includ	5 5
GROUP 5: Grout crew; Rebound	man; Swamper/	Brakeman
* LABO0073-007 06/25/2018		
CALAVERAS AND SAN JOAQUIN COUN	TIES	

Rates Fringes

LABORER (CONSTRUCTION CRAFT LABORERS)	
Construction Specialist	
Group\$ 30.49	23.20
GROUP 1\$ 29.79	23.20
GROUP 1-a\$ 30.01	23.20
GROUP 1-c\$ 29.84	23.20
GROUP 1-e\$ 30.34	23.20
GROUP 1-f\$ 30.37	23.20
GROUP 2\$ 29.64	23.20
GROUP 3\$ 29.54	23.20
GROUP 4\$ 23.23	23.20
See groups 1-b and 1-d under laborer classificat:	ions.
LABORER (GARDENERS,	
HORTICULTURAL & LANDSCAPE	
LABORERS)	
(1) New Construction\$ 29.54	23.20
(2) Establishment Warranty	
Period\$ 23.23	23.20
LABORER (GUNITE)	
GROUP 1\$ 29.75	22.31
GROUP 2\$ 29.25	22.31
GROUP 3\$ 28.66	22.31
GROUP 4\$ 28.54	22.31
LABORER (WRECKING)	
GROUP 1\$ 29.79	23.20
GROUP 2\$ 29.64	23.20

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive \$0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter;

Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive \$4.00 per day above Group 1 wage rates. "Sewer cleaner" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive \$5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive \$.25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification "material cleaner" is to be utilized under the following conditions: A: at demolition site for the salvage of the material.

B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of "form stripping, cleaning and oiling and moving to the next point of erection".

_____ GUNITE LABORER CLASSIFICATIONS GROUP 1: Structural Nozzleman GROUP 2: Nozzleman, Gunman, Potman, Groundman GROUP 3: Reboundman GROUP 4: Gunite laborer _____ WRECKING WORK LABORER CLASSIFICATIONS GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials) GROUP 2: Semi-skilled wrecker (salvaging of other building materials) _____ LABO0073-009 07/01/2018 CALAVERAS AND SAN JOAOUIN COUNTIES Fringes Rates LABORER (Plaster Tender).....\$ 32.02 23.00 Work on a swing stage scaffold: \$1.00 per hour additional. _____ LABO0261-003 06/25/2018 SAN FRANCISCO AND SAN MATEO COUNTIES Rates Fringes LABORER (TRAFFIC CONTROL/LANE CLOSURE) 23.65 Escort Driver, Flag Person..\$ 20.54 Traffic Control Person I....\$ 30.84 23.65 Traffic Control Person II...\$ 28.34 23.65 TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage. TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions. _____ LABO0261-005 06/25/2018

SAN FRANCISCO AND SAN MATEO COUNTIES

Rates Fringes

Tunnel and	Shaft Laborers:		
GROUP	1\$	37.82	24.11
GROUP	2\$	37.59	24.11
GROUP	3\$	37.34	24.11
GROUP	4\$	36.89	24.11
GROUP	5\$	36.35	24.11
Shotc	rete Specialist\$	38.34	24.11

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

* LABO0261-009 06/25/2018

SAN FRANCISCO, AND SAN MATEO COUNTIES

Rates Fringes

LABORER (CONSTRUCTION CRAFT		
LABORERS - AREA A:)		
Construction Specialist		
Group\$	31.49	23.20
GROUP 1\$	30.79	23.20
GROUP 1-a\$	31.01	23.20
GROUP 1-c\$	30.84	23.20
GROUP 1-e\$	31.34	23.20

GROUP 1-f\$ 31.37	23.20
GROUP 2\$ 30.64	23.20
GROUP 3\$ 30.54	23.20
GROUP 4\$ 24.23	23.20
See groups 1-b and 1-d under laborer classificat:	lons.
LABORER (GARDENERS,	
HORTICULTURAL & LANDSCAPE	
LABORERS - AREA A:)	
(1) New Construction\$ 30.54	23.20
(2) Establishment Warranty	
Period\$ 24.23	23.20
LABORER (WRECKING - AREA A:)	
GROUP 1\$ 30.79	23.20
GROUP 2\$ 30.64	23.20
Laborers: (GUNITE - AREA A:)	
GROUP 1\$ 30.75	22.31
GROUP 2\$ 30.25	22.31
GROUP 3\$ 29.66	22.31
GROUP 4\$ 29.54	22.31

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive \$0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying,

dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive \$4.00 per day above Group 1 wage rates. "Sewer cleaner" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive \$5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive \$.25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification "material cleaner" is to be utilized under the following conditions:

A: at demolition site for the salvage of the material.B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of "form stripping, cleaning and oiling and moving to the next point of erection".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman GROUP 4: Gunite laborer _____ WRECKING WORK LABORER CLASSIFICATIONS GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials) GROUP 2: Semi-skilled wrecker (salvaging of other building materials) _____ LABO0261-011 05/01/2018 SAN FRANCISCO AND SAN MATEO COUNTIES: Rates Fringes MASON TENDER, BRICK.....\$ 35.37 20.70 FOOTNOTES: Underground work such as sewers, manholes, catch basins, sewer pipes, telephone conduits, tunnels and cut trenches: \$5.00 per day additional. Work in live sewage: \$2.50 per day additional. _____ LABO0261-014 07/01/2017 SAN FRANCISCO AND SAN MATEO COUNTIES: Rates Fringes PLASTER TENDER.....\$ 34.70 23.11 Work on a swing stage scaffold: \$1.00 per hour additional. _____ * LABO0270-003 06/25/2018 AREA A: SANTA CLARA AREA B: MONTEREY, SAN BENITO AND SANTA CRUZ COUNTIES Rates Fringes LABORER (TRAFFIC CONTROL/LANE CLOSURE) Escort Driver, Flag Person Area A.....\$ 30.54 23.65 Area B.....\$ 29.54 23.65 Traffic Control Person I

Area A\$ 30.84	23.65
Area B\$ 29.84	23.65
Traffic Control Person II	
Area A\$ 28.34	23.65
Area B\$ 27.34	23.65

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

* LABO0270-004 06/25/2018

MONTEREY, SAN BENITO, SANTA CLARA, AND SANTA CRUZ COUNTIES

Rates Fringes

Tunnel and Shaft Laborers:

GROUP	1\$	37.82	24.11
GROUP	2\$	37.59	24.11
GROUP	3\$	37.34	24.11
GROUP	4\$	36.89	24.11
GROUP	5\$	36.35	24.11
Shotc	rete Specialist\$	38.34	24.11

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

MONTEREY AND SAN BENITO COUNTIE	IS	
	Rates	Fringes
LABORER Mason Tender-Brick	\$ 31.20	22.20
* LABO0270-007 06/25/2018		
MONTEREY, SAN BENITO, AND SANTA	A CRUZ, COUNT	IES
	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA B) Construction Specialist		
Group GROUP 1 GROUP 1-a GROUP 1-c GROUP 1-c GROUP 1-f GROUP 2 GROUP 3 GROUP 3 GROUP 4 See groups 1-b and 1-d under LABORER (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA B) (1) New Construction (2) Establishment Warranty Period LABORER (GUNITE - AREA B) GROUP 1 GROUP 2	\$ 29.79 \$ 30.01 \$ 29.84 \$ 30.34 \$ 29.64 \$ 29.54 \$ 23.23 laborer class: \$ 29.54 \$ 23.23 \$ 29.54	23.20 23.20 22.31 22.31
GROUP 3 GROUP 4 LABORER (WRECKING - AREA B) GROUP 1	\$ 28.54	22.31 22.31 23.20
GROUP 2		23.20
FOOTNOTES: Laborers working off or with scaffolds, belts shall receiv applicable wage rate. This s entitled to receive the wage below.	ve \$0.25 per ho shall not apply	our above the y to workers

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder GROUP 1-b: Sewer cleaners shall receive \$4.00 per day above Group 1 wage rates. "Sewer cleaner" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive \$5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive \$.25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only) GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification "material cleaner" is to be utilized under the following conditions:

A: at demolition site for the salvage of the material.B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of "form stripping, cleaning and oiling and moving to the next point of erection".

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GUNITE LABORER CLASSIFICATIONS

- GROUP 1: Structural Nozzleman
- GROUP 2: Nozzleman, Gunman, Potman, Groundman
- GROUP 3: Reboundman
- GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

* LABO0270-010 06/25/2018

SANTA CLARA COUNTY

Ι	Rates	Fringes
LABORER (CONSTRUCTION CRAFT		
LABORERS - AREA A:)		
Construction Specialist		
Group\$	31.49	23.20
GROUP 1\$	30.79	23.20
GROUP 1-a\$	31.01	23.20
GROUP 1-c\$	30.84	23.20
GROUP 1-e\$	31.34	23.20
GROUP 1-f\$	30.37	23.20

GROUP 2\$ 3 GROUP 3\$ 3		23.20 23.20
GROUP 4\$ 2		23.20
See groups 1-b and 1-d under labor	rer classificatio	ons.
LABORER (GARDENERS,		
HORTICULTURAL & LANDSCAPE		
LABORERS - AREA A:)		
(1) New Construction\$ 3	30.54	23.20
(2) Establishment Warranty		
Period\$ 2	24.23	23.20
LABORER (GUNITE - AREA A:)		
GROUP 1\$ 3	30.75	22.31
GROUP 2\$ 3	30.25	22.31
GROUP 3\$ 2	29.66	22.31
GROUP 4\$ 2	29.54	22.31
LABORER (WRECKING - AREA A:)		
GROUP 1\$ 3	30.79	23.20
GROUP 2\$ 3		23.20

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive \$0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting,

whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive \$4.00 per day above Group 1 wage rates. "Sewer cleaner" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive \$5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive \$.25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification "material cleaner" is to be utilized under the following conditions:

A: at demolition site for the salvage of the material.B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of "form stripping, cleaning and oiling and moving to the next point of erection".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer _____ WRECKING WORK LABORER CLASSIFICATIONS GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials) GROUP 2: Semi-skilled wrecker (salvaging of other building materials) _____ LABO0270-011 07/01/2017 MONTEREY, SAN BENITO, SANTA CRUZ, SANTA CLARA COUNTIES Rates Fringes LABORER (Plaster Tender).....\$ 34.70 21.22 Work on a swing stage scaffold: \$1.00 per hour additional. _____ LABO0294-001 07/01/2018 FRESNO, KINGS AND MADERA COUNTIES Rates Fringes LABORER (Brick) Mason Tender-Brick.....\$ 31.20 22.20 _____ * LABO0294-002 06/25/2018 FRESNO, KINGS, AND MADERA COUNTIES Rates Fringes LABORER (TRAFFIC CONTROL/LANE CLOSURE) 23.65 Escort Driver, Flag Person..\$ 29.54 Traffic Control Person I....\$ 29.84 23.65 Traffic Control Person II...\$ 27.34 23.65 TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage. TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions. _____ * LABO0294-005 06/25/2018

FRESNO, KINGS, AND MADERA COUNTIES

I	Rates	Fringes
		-
Tunnel and Shaft Laborers:		
GROUP 1\$	37.82	24.11
GROUP 2\$	37.59	24.11
GROUP 3\$	37.34	24.11
GROUP 4\$	36.89	24.11
GROUP 5\$	36.35	24.11
Shotcrete Specialist\$	38.34	24.11

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

* LABO0294-008 06/25/2018

FRESNO, KINGS, AND MADERA COUNTIES

Rates Fringes

LABORER (CONSTRUCTION CRAFT LABORERS - AREA B:)		
,		
Construction Specialist		
Group\$	30.49	23.20
GROUP 1\$	29.79	23.20
GROUP 1-a\$	30.01	23.20
GROUP 1-c\$	29.84	23.20
GROUP 1-e\$	30.34	23.20

GROUP 1-f\$	30.37	23.20
GROUP 2\$	29.64	23.20
GROUP 3\$	29.54	23.20
GROUP 4\$	23.23	23.20
See groups 1-b and 1-d under lab	orer classificati	ons.
LABORER (GARDENERS,		
HORTICULTURAL & LANDSCAPE		
LABORERS - AREA B:)		
(1) New Construction\$	29.54	23.20
(2) Establishment Warranty		
Period\$	23.23	23.20
LABORER (GUNITE - AREA B:)		
GROUP 1\$	29.75	22.31
GROUP 2\$	29.25	22.31
GROUP 3\$	28.66	22.31
GROUP 4\$	28.54	22.31
LABORER (WRECKING - AREA B:)		
GROUP 1\$	29.79	23.20
GROUP 2\$	29.64	23.20

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive \$0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying,

dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive \$4.00 per day above Group 1 wage rates. "Sewer cleaner" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive \$5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive \$.25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification "material cleaner" is to be utilized under the following conditions:

A: at demolition site for the salvage of the material.B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of "form stripping, cleaning and oiling and moving to the next point of erection".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman GROUP 4: Gunite laborer _____ WRECKING WORK LABORER CLASSIFICATIONS GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials) GROUP 2: Semi-skilled wrecker (salvaging of other building materials) _____ LABO0294-010 07/01/2018 CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE Rates Fringes Plasterer tender.....\$ 32.02 23.00 Work on a swing stage scaffold: \$1.00 per hour additional. _____ LAB00294-011 07/01/2017 FRESNO, KINGS, AND MADERA COUNTIES Rates Fringes LABORER (Plaster Tender).....\$ 31.02 22.52 Work on a swing stage scaffold: \$1.00 per hour additional. _____ * LABO0304-002 06/25/2018 ALAMEDA COUNTY Rates Fringes LABORER (TRAFFIC CONTROL/LANE CLOSURE) 23.65 Escort Driver, Flag Person..\$ 30.54 Traffic Control Person I....\$ 30.84 23.65 Traffic Control Person II...\$ 28.34 23.65 TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage. TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash

cushions.

LABO0304-003 06/26/2017

ALAMEDA COUNTY

	I	Rates	Fringes
Tunnel and	Shaft Laborers:		
GROUP	1\$	36.60	24.83
GROUP 2	2\$	36.37	24.83
GROUP .	3\$	36.12	24.83
GROUP	4\$	35.67	24.83
GROUP	5\$	35.13	24.83
Shotcre	ete Specialist\$	37.12	24.83

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

* LABO0304-004 06/25/2018

ALAMEDA COUNTY

Rates Fringes

LABORER (CONSTRUCTION CRAFT LABORERS - AREA A:) Construction Specialist Group.....\$ 31.49 23.20

	00.00
GROUP 1\$ 30.79	23.20
GROUP 1-a\$ 31.01	23.20
GROUP 1-c\$ 30.84	23.20
GROUP 1-e\$ 31.34	23.20
GROUP 1-f\$ 30.37	23.20
GROUP 2\$ 30.64	23.20
GROUP 3\$ 30.54	23.20
GROUP 4\$ 24.23	23.20
See groups 1-b and 1-d under laborer classificati	.ons.
LABORER (GARDENERS,	
HORTICULTURAL & LANDSCAPE	
LABORERS - AREA A:)	
(1) New Construction\$ 30.54	23.20
(2) Establishment Warranty	
Period\$ 24.23	23.20
LABORER (GUNITE - AREA A:)	20.20
GROUP 1\$ 30.75	22.31
GROUP 2\$ 30.25	22.31
GROUP 3\$ 29.66	22.31
GROUP 4\$ 29.54	22.31
	22.91
LABORER (WRECKING - AREA A:)	
GROUP 1\$ 30.79	23.20
GROUP 2\$ 30.64	23.20

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive \$0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar

type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive \$4.00 per day above Group 1 wage rates. "Sewer cleaner" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive \$5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive \$.25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed. GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification "material cleaner" is to be utilized under the following conditions:A: at demolition site for the salvage of the material.B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of "form stripping, cleaning and oiling and moving to the next point of erection".

GROUP 1: Structural Nozzleman GROUP 2: Nozzleman, Gunman, Potman, Groundman GROUP 3: Reboundman GROUP 4: Gunite laborer _____ WRECKING WORK LABORER CLASSIFICATIONS GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials) GROUP 2: Semi-skilled wrecker (salvaging of other building materials) _____ LABO0304-005 05/01/2018 ALAMEDA COUNTY Rates Fringes Brick Tender.....\$ 35.37 20.70 FOOTNOTES: Work on jobs where heat-protective clothing is required: \$2.00 per hour additional. Work at grinders: \$.25 per hour additional. Manhole work: \$2.00 per day additional. _____ LABO0304-008 07/01/2017 ALAMEDA AND CONTRA COSTA COUNTIES: Fringes Rates Plasterer tender.....\$ 34.70 23.11 Work on a swing stage scaffold: \$1.00 per hour additional. * LABO0324-002 06/25/2018 CONTRA COSTA COUNTY Rates Fringes LABORER (TRAFFIC CONTROL/LANE CLOSURE) Escort Driver, Flag Person..\$ 30.54 23.65 Traffic Control Person I....\$ 30.84 23.65 Traffic Control Person II...\$ 28.34 23.65

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

* LABO0324-006 06/25/2018

CONTRA COSTA COUNTY

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1	.\$ 37.82	24.11
GROUP 2	.\$ 37.59	24.11
GROUP 3	.\$ 37.34	24.11
GROUP 4	.\$ 36.89	24.11
GROUP 5	.\$ 36.35	24.11
Shotcrete Specialist	.\$ 38.34	24.11

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

* LABO0324-012 06/25/2018

CONTRA COSTA COUNTY

LABORER (CONSTRUCTION CRAFT LABORERS - AREA A:)	
Construction Specialist	23.20
Group\$ 31.49	
GROUP 1\$ 30.79	23.20
GROUP 1-a\$ 31.01	23.20
GROUP 1-c\$ 30.84	23.20
GROUP 1-e\$ 31.34	23.20
GROUP 1-f\$ 30.37	23.20
GROUP 1-g\$ 30.99	23.20
GROUP 2\$ 30.64	23.20
GROUP 3\$ 30.54	23.20
GROUP 4\$ 24.23	23.20
See groups 1-b and 1-d under laborer classificatio	ons.
LABORER (GARDENERS,	
HORTICULURAL & LANDSCAPE	
LABORERS - AREA A:)	
(1) New Construction\$ 30.54	23.20
(2) Establishment Warranty	
Period\$ 24.23	23.20
LABORER (GUNITE - AREA A:)	
GROUP 1\$ 30.75	22.31
GROUP 2\$ 30.25	22.31
GROUP 3\$ 29.66	22.31
GROUP 4\$ 29.54	22.31
LABORER (WRECKING - AREA A:)	
GROUP 1\$ 30.79	23.20
GROUP 2\$ 30.64	23.20

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive \$0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2

yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive \$4.00 per day above Group 1 wage rates. "Sewer cleaner" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive \$5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive \$.25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 1-g, CONTRA COSTA COUNTY: Pipelayer (including grade checking in connection with pipelaying); Caulker; Bander; Pipewrapper; Conduit layer; Plastic pipe layer; Pressure pipe tester; No joint pipe and stripping of same, including repair of voids; Precast manhole setters, cast in place manhole form setters

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification "material cleaner" is to be utilized under the following conditions: A: at demolition site for the salvage of the material. B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of "form stripping, cleaning and oiling and moving to the next point of erection".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

GROUP 1-g, CONTRA COSTA COUNTY: Pipelayer (including grade checking in connection with pipelaying); Caulker; Bander; Pipewrapper; Conduit layer; Plastic pipe layer; Pressure pipe tester; No joint pipe and stripping of same, including repair of voids; Precast manhole setters, cast in place manhole form setters

LABO0324-014 05/01/2018

CONTRA COSTA COUNTY:

	E	Rates	Fringes
Brick	Tender\$	35.37	20.70

FOOTNOTES: Work on jobs where heat-protective clothing is required: \$2.00 per hour additional. Work at grinders: \$.25 per hour additional. Manhole work: \$2.00 per day additional.

LABO0324-018 07/01/2018

ALAMEDA AND CONTRA COSTA COUNTIES:

	Rates	Fringes
Plasterer tender	\$ 37.14	22.32
Work on a swing stage scaffold:	\$1.00 per	hour additional.
* LABO1130-002 06/25/2018		
MARIPOSA, MERCED, STANISLAUS, A	ND TUOLUMN	E COUNTIES
	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person Traffic Control Person I Traffic Control Person II.	\$ 29.84	23.65 23.65 23.65
TRAFFIC CONTROL PERSON I: Lay cushions, construction area a		
TRAFFIC CONTROL PERSON II: In temporary/permanent signs, ma cushions.	rkers, del.	
LAB01130-003 06/26/2017		
MARIPOSA, MERCED, STANISLAUS, A	ND TUOLUMN	E COUNTIES
	Rates	Fringes
Tunnel and Shaft Laborers: GROUP 1 GROUP 2 GROUP 3 GROUP 4 GROUP 5 Shotcrete Specialist	\$ 36.37 \$ 36.12 \$ 35.67 \$ 35.13	24.83 24.83 24.83 24.83 24.83 24.83 24.83
TUNNEL AND SHAFT CLASSIFICATION	S	
GROUP 1: Diamond driller; Gro nozzlemen	undmen; Gu	nite and shotcrete
GROUP 2: Rodmen; Shaft work & excavated ground level)	raise (be	low actual or
GROUP 3: Bit grinder; Blaster Cherry pickermen - where car in tunnel; Concrete screedman	is lifted;	Concrete finisher

Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house GROUP 4: Vibrator operator, pavement breaker; Bull gang muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method) GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman _____ LAB01130-005 07/01/2018 MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES Rates Fringes LABORER Mason Tender-Brick.....\$ 31.20 22.20 _____ * LABO1130-007 06/25/2018 MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE , COUNTIES Rates Fringes LABORER (CONSTRUCTION CRAFT LABORERS - AREA B:) Construction Specialist Group.....\$ 30.49 23.20 GROUP 1.....\$ 29.79 23.20 GROUP 1-a....\$ 30.01 23.20 23.20 GROUP 1-c....\$ 29.84 GROUP 1-e....\$ 30.34 23.20 GROUP 1-f.....\$ 29.37 23.20 GROUP 2.....\$ 29.64 23.20 23.20 GROUP 3.....\$ 29.54 GROUP 4.....\$ 23.23 23.20 See groups 1-b and 1-d under laborer classifications. LABORER (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA B:) (1) New Construction.....\$ 29.54 23.20 (2) Establishment Warranty Period.....\$ 23.23 23.20 LABORER (GUNITE - AREA B:) GROUP 1.....\$ 29.75 22.31 22.31 GROUP 2.....\$ 29.25 GROUP 3.....\$ 28.66 22.31

GROUP 4\$	28.54	22.31
LABORER (WRECKING - AREA B:)		
GROUP 1\$	29.79	23.20
GROUP 2\$	29.64	23.20

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive \$0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and

rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive \$4.00 per day above Group 1 wage rates. "Sewer cleaner" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive \$5.00 per day above Group 1 wage rates.

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WRECKING WORK LABORER CLASSIFICATIONS

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GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LAB01130-008 07/01/2018

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE

Rates Fringes Plasterer tender.....\$ 32.02 23.00 Work on a swing stage scaffold: \$1.00 per hour additional. _____ LAB01130-009 07/01/2018 MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE COUNTIES Rates Fringes LABORER (Plaster Tender).....\$ 32.02 23.00 Work on a swing stage scaffold: \$1.00 per hour additional. _____ PAIN0016-001 01/01/2018 ALAMEDA, CONTRA COSTA, MONTEREY, SAN BENITO, SAN MATEO, SANTA CLARA, AND SANTA CRUZ COUNTIES Rates Fringes Painters:....\$ 40.62 23.83 PREMIUMS: EXOTIC MATERIALS - \$0.75 additional per hour. SPRAY WORK: - \$0.50 additional per hour. INDUSTRIAL PAINTING - \$0.25 additional per hour [Work on industrial buildings used for the manufacture and

processing of goods for sale or service; steel construction (bridges), stacks, towers, tanks, and similar structures] HIGH WORK:

over 50 feet - \$2.00 per hour additional 100 to 180 feet - \$4.00 per hour additional Over 180 feet - \$6.00 per houir additional

PAIN0016-003 01/01/2018

AREA 1: ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO & SANTA CLARA COUNTIES

AREA 2: CALAVERAS, MARIPOA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, STANISLAUS & TUOLUMNE COUNTIES

Rates

Fringes

Drywall Finisher/Taper AREA 1.....\$ 45.16 26.74 AREA 2.....\$ 41.03 25.34 _____ PAIN0016-012 01/01/2018 ALAMEDA, CONTRA COSTA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA AND SANTA CRUZ COUNTIES Rates Fringes SOFT FLOOR LAYER.....\$ 48.00 26.03 _____ _____ PAIN0016-015 01/01/2018 CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE COUNTIES Rates Fringes PAINTER Brush.....\$ 32.91 19.26 FOOTNOTES: SPRAY/SANDBLAST: \$0.50 additional per hour. EXOTIC MATERIALS: \$1.00 additional per hour. HIGH TIME: Over 50 ft above ground or water level \$2.00 additional per hour. 100 to 180 ft above ground or water level \$4.00 additional per hour. Over 180 ft above ground or water level \$6.00 additional per hour. _____ PAIN0016-022 01/01/2018 SAN FRANCISCO COUNTY Rates Fringes PAINTER.....\$ 44.24 23.83 _____ PAIN0169-001 01/01/2018 FRESNO, KINGS, MADERA, MARIPOSA AND MERCED COUNTIES: Rates Fringes GLAZIER.....\$ 35.00 26.26 _____ -----

PAIN0169-005 01/01/2018

ALAMEDA CONTRA COSTA, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA & SANTA CRUZ COUNTIES

	Rates	Fringes
GLAZIER	.\$ 46.13	28.04
PAIN0294-004 01/01/2018		
FRESNO, KINGS AND MADERA COUNTIE	S	
	Rates	Fringes
PAINTER Brush, Roller Drywall Finisher/Taper		18.11 23.68
FOOTNOTE: Spray Painters & Paperhangers hour. Painters doing Drywall P additional per hour. Lead Aba \$1.50 additional per hour. Hi not include work from a lift)	atching receive ters & Sandblast gh Time - over 3	\$1.25 cers receive 30 feet (does
PAIN0294-005 01/01/2018		
FRESNO, KINGS & MADERA		
	Rates	Fringes
SOFT FLOOR LAYER		20.48
PAIN0767-001 01/01/2018		
CALAVERAS, SAN JOAQUIN, STANISLA	US AND TUOLUMNE	COUNTIES:
	Rates	Fringes
GLAZIER	.\$ 34.57	28.25
PAID HOLIDAYS: New Year's Day, President's Day, Memorial Day, Veteran's Day, Thanksgiving Da	Independence Da	ay, Labor Day,
Employee rquired to wear a bod per hour above the basic hourl		
PAIN1176-001 01/01/2017		

PAIN1176-001 01/01/2017

HIGHWAY IMPROVEMENT

	Rates	Fringes
Parking Lot Striping/Highway Marking: GROUP 1\$ GROUP 2\$ GROUP 3\$	29.25	16.31 16.31 16.31
CLASSIFICATIONS		
GROUP 1: Striper: Layout and app stripes and marking; hot thermo stripes and markings	-	
GROUP 2: Gamecourt & Playground	Installer	
GROUP 3: Protective Coating, Pav	rement Sealing	
PAIN1237-003 01/01/2018		
CALAVERAS; SAN JOAQUIN COUNTIES; S COUNTIES:	TANISLAUS AND I	TUOLUMNE
	Rates	Fringes
SOFT FLOOR LAYER\$	34.81	21.51
PLAS0066-002 07/01/2017		
ALAMEDA, CONTRA COSTA, SAN MATEO A	ND SAN FRANCISC	CO COUNTIES:
	Rates	Fringes
PLASTERER\$		27.13
PLAS0300-001 07/01/2018		
	Rates	Fringes
PLASTERER AREA 188: Fresno\$ AREA 224: San Benito, Santa Clara, Santa Cruz\$ AREA 295: Calaveras & San		31.68 31.68
Joaquin Couonties\$ AREA 337: Monterey County\$ AREA 429: Mariposa, Merced, Stanislaus,	32.88	31.68 31.68
Tuolumne Counties\$	32.70	31.68

PLAS0300-005 07/01/2017

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER	.\$ 33.49	23.67
PLUM0038-001 07/01/2018		
SAN FRANCISCO COUNTY		
	Rates	Fringes
PLUMBER (Plumber, Steamfitter, Refrigeration Fitter)	.\$ 72.00	41.94
PLUM0038-005 07/01/2018		
SAN FRANCISCO COUNTY		
	Rates	Fringes
Landscape/Irrigation Fitter (Underground/Utility Fitter)	.\$ 61.20	30.17
PLUM0062-001 07/01/2018		
MONTEREY AND SANTA CRUZ COUNTIES	5	
	Rates	Fringes
PLUMBER & STEAMFITTER	.\$ 42.30	32.94
PLUM0159-001 07/01/2018		
CONTRA COSTA COUNTY		
	Rates	Fringes
Plumber and steamfitter (1) Refrigeration (2) All other work	.\$ 55.92	35.94 34.44
PLUM0246-001 07/01/2018		
FRESNO, KINGS & MADERA COUNTIES		
	Rates	Fringes
PLUMBER & STEAMFITTER	.\$ 39.65	31.89
PLUM0246-004 01/01/2017		
EDECNO MEDCED & CAN IOAOUIN COI	INTEC	

FRESNO, MERCED & SAN JOAQUIN COUNIES

PLUMBER (PIPE TRADESMAN)\$ 13.00 10.74

PIPE TRADESMAN SCOPE OF WORK:

Installation of corrugated metal piping for drainage, as well as installation of corrugated metal piping for culverts in connection with storm sewers and drains; Grouting, dry packing and diapering of joints, holes or chases including paving over joints, in piping; Temporary piping for dirt work for building site preparation; Operating jack hammers, pavement breakers, chipping guns, concrete saws and spades to cut holes, chases and channels for piping systems; Digging, grading, backfilling and ground preparation for all types of pipe to all points of the jobsite; Ground preparation including ground leveling, layout and planting of shrubbery, trees and ground cover, including watering, mowing, edging, pruning and fertilizing, the breaking of concrete, digging, backfilling and tamping for the preparation and completion of all work in connection with lawn sprinkler and landscaping; Loading, unloading and distributing materials at jobsite; Putting away materials in storage bins in jobsite secure storage area; Demolition of piping and fixtures for remodeling and additions; Setting up and tearing down work benches, ladders and job shacks; Clean-up and sweeping of jobsite; Pipe wrapping and waterproofing where tar or similar material is applied for protection of buried piping; Flagman

Rates

Fringes

PLUM0342-001 07/01/2017

ALAMEDA & CONTRA COSTA COUNTIES

PIPEFITTER CONTRA COSTA COUNTY.....\$ 58.10 42.45 PLUMBER, PIPEFITTER, STEAMFITTER ALAMEDA COUNTY.....\$ 58.10 42.45 ------_____ PLUM0355-004 07/01/2018

ALAMEDA, CALAVERAS, CONTRA COSTA, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, STANISLAUS, AND TUOLUMNE COUNTIES:

I	Rates	Fringes
Underground Utility Worker		
/Landscape Fitter\$	27.10	16.30

PLUM0393-001 07/01/2018

SAN BENITO AND SANTA CLARA COUNTIES

Rates Fringes

PLUMBER/PIPEFITTER.....\$ 62.66 41.93

PLUM0442-001 07/01/2018

CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE COUNTIES

	Rates	Fringes	
PLUMBER & STEAMFITTER	\$ 41.50	30.14	
PLUM0467-001 07/01/2018			
SAN MATEO COUNTY			
	Rates	Fringes	
Plumber/Pipefitter/Steamfitter	 \$ 65.11	35.25	
ROOF0027-002 01/01/2017			
FRESNO, KINGS, AND MADERA COUN	VTIES		
	Rates	Fringes	
ROOFER	\$ 26.01	14.21	
FOOTNOTE: Work with pitch, pitch base of pitch impregnated products or any material containing coal tar pitch, on any building old or new, where both asphalt and pitchers are used in the application of a built-up roof or tear off: \$2.00 per hour additional.			
ROOF0040-002 08/01/2017			
SAN FRANCISCO & SAN MATEO COUNTIES:			
	Rates	Fringes	
ROOFER	\$ 37.88	18.22	
ROOF0081-001 08/01/2018			

ALAMEDA AND CONTRA COSTA COUNTIES:

	Rates	Fringes	
Roofer	.\$ 39.40	17.58	
ROOF0081-004 08/01/2018			
CALAVERAS, MARIPOSA, MERCED, SAN TUOLUMNE COUNTIES:	JOAQUIN, STAN	ISLAUS AND	
	Rates	Fringes	
ROOFER		17.58	
ROOF0095-002 08/01/2017			
MONTEREY, SAN BENITO, SANTA CLAR	A, AND SANTA C	RUZ COUNTIES:	
	Rates	Fringes	
ROOFER Journeyman Kettle person (2 kettles); Bitumastic, Enameler, Coal	.\$ 41.56	17.47	
Tar, Pitch and Mastic worker	.\$ 42.36	16.42	
SFCA0483-001 07/01/2018			
ALAMEDA, CONTRA COSTA, SAN FRANC COUNTIES:	ISCO, SAN MATE	O AND SANTA CLARA	
	Rates	Fringes	
SPRINKLER FITTER (FIRE)		30.62	
SFCA0669-011 04/01/2017			
CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, STANISLAUS AND TUOLUMNE COUNTIES:			
	Rates	Fringes	
SPRINKLER FITTER	.\$ 37.20	15.84	
SHEE0104-001 01/01/2018			
AREA 1: ALAMEDA, CONTRA COSTA, S CLARA	AN FRANCISCO,	SAN MATEO, SANTA	
AREA 2: MONTEREY & SAN BENITO			

AREA 3: SANTA CRUZ

	Rates	Fringes
SHEET METAL WORKER AREA 1:		
Mechanical Contracts under \$200,000 All Other Work AREA 2 AREA 3	.\$ 57.09 .\$ 46.97	37.16 37.79 32.08 29.61
SHEE0104-003 07/01/2017		
CALAVERAS AND SAN JOAQUIN COUNTI	ES:	
	Rates	Fringes
SHEET METAL WORKER	.\$ 39.74	31.50
SHEE0104-005 07/01/2017		
MARIPOSA, MERCED, STANISLAUS AND) TUOLUMNE COUNTI	ES:
	Rates	Fringes
SHEET METAL WORKER (Excluding metal deck and siding)	.\$ 37.67	34.10
SHEE0104-007 07/01/2017		
FRESNO, KINGS, AND MADERA COUNTI	ES:	
	Rates	Fringes
SHEET METAL WORKER	.\$ 37.49	34.45
SHEE0104-015 07/01/2017		
ALAMEDA, CONTRA COSTA, MONTEREY, MATEO, SANTA CLARA AND SANTA CRU		I FRANCISCO, SAN
	Rates	Fringes
SHEET METAL WORKER (Metal Decking and Siding only)		32.10
SHEE0104-018 07/01/2017		
CALAVERAS, FRESNO, KINGS, MADERA	A, MARIPOSA, MERC	CED, SAN

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES:

Rates

Fringes

Sheet metal worker (Metal decking and siding only)	\$ 37.53	32.10
* TEAM0094-001 07/01/2018		
	Rates	Fringes

Truck drivers:		
GROUP 1\$	31.68	27.86
GROUP 2\$	31.98	27.86
GROUP 3\$	32.28	27.86
GROUP 4\$	32.63	27.86
GROUP 5\$	32.98	27.86

FOOTNOTES:

Articulated dump truck; Bulk cement spreader (with or without auger); Dumpcrete truck; Skid truck (debris box); Dry pre-batch concrete mix trucks; Dumpster or similar type; Slurry truck: Use dump truck yardage rate. Heater planer; Asphalt burner; Scarifier burner; Industrial lift truck (mechanical tailgate); Utility and clean-up truck: Use appropriate rate for the power unit or the equipment utilized.

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Dump trucks, under 6 yds.; Single unit flat rack (2axle unit); Nipper truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump machine; Fork lift and lift jitneys; Fuel and/or grease truck driver or fuel person; Snow buggy; Steam cleaning; Bus or personhaul driver; Escort or pilot car driver; Pickup truck; Teamster oiler/greaser and/or serviceperson; Hook tender (including loading and unloading); Team driver; Tool room attendant (refineries)

GROUP 2: Dump trucks, 6 yds. and under 8 yds.; Transit mixers, through 10 yds.; Water trucks, under 7,000 gals.; Jetting trucks, under 7,000 gals.; Single-unit flat rack (3-axle unit); Highbed heavy duty transport; Scissor truck; Rubber-tired muck car (not self-loaded); Rubber-tired truck jumbo; Winch truck and "A" frame drivers; Combination winch truck with hoist; Road oil truck or bootperson; Buggymobile; Ross, Hyster and similar straddle carriers; Small rubber-tired tractor

GROUP 3: Dump trucks, 8 yds. and including 24 yds.; Transit mixers, over 10 yds.; Water trucks, 7,000 gals. and over;

Jetting trucks, 7,000 gals. and over; Vacuum trucks under 7500 gals. Trucks towing tilt bed or flat bed pull trailers; Lowbed heavy duty transport; Heavy duty transport tiller person; Self- propelled street sweeper with self-contained refuse bin; Boom truck - hydro-lift or Swedish type extension or retracting crane; P.B. or similar type self-loading truck; Tire repairperson; Combination bootperson and road oiler; Dry distribution truck (A bootperson when employed on such equipment, shall receive the rate specified for the classification of road oil trucks or bootperson); Ammonia nitrate distributor, driver and mixer; Snow Go and/or plow

GROUP 4: Dump trucks, over 25 yds. and under 65 yds.; Water pulls - DW 10's, 20's, 21's and other similar equipment when pulling Aqua/pak or water tank trailers; Helicopter pilots (when transporting men and materials); Lowbedk Heavy Duty Transport up to including 7 axles; DW10's, 20's, 21's and other similar Cat type, Terra Cobra, LeTourneau Pulls, Tournorocker, Euclid and similar type equipment when pulling fuel and/or grease tank trailers or other miscellaneous trailers; Vacuum Trucks 7500 gals and over and truck repairman

GROUP 5: Dump trucks, 65 yds. and over; Holland hauler; Low bed Heavy Duty Transport over 7 axles

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after

award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a

new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations Wage and Hour Division U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request

review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section I(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met: (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

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

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

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for The Administrator, or an authorized determination. representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

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

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they The Comptroller General shall make such are due. disbursements in the case of direct Davis-Bacon Act contracts.

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

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

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

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

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

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

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

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

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

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who

is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

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

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

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

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in sub paragraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). <u>40 USC 3701 et seq</u>.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

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