CITY OF SAN PABLO AGREEMENT FOR CONSULTING SERVICES

Project No. 0701 (HSIPL-5303(020)) / Agreement No. 1

THIS AGREEMENT ("**Agreement**"), dated and effective this 2nd day of June, 2020 ("**Effective Date**"), is by and between the City of San Pablo, a municipal corporation organized and existing under the laws of the State of California, ("**City**"), and Harrison Engineering Inc., a Civil Engineering firm, ("**Consultant**") (individually, a "**Party**," and collectively, the "**Parties**").

RECITALS

WHEREAS, the City desires to engage a consultant to provide Engineering Design Services for the Church Lane/Willow Road and El Portal Drive/Mission Bell Road Intersection Improvement Project to the City ("Services") as further set forth in this Agreement;

WHEREAS, the City desires to engage a consultant who will act at all times in the City's best interest will respect the trust and confidence placed in that consultant by the City; and

WHEREAS, Consultant has represented to City that Consultant has the special training, skill, competence and expertise necessary to provide the Services needed by the City; desires to enter into this Agreement with the City as an independent contractor; and is willing to provide the Services on the following terms and conditions.

NOW, THEREFORE, Consultant and the City agree as follows:

TERMS AND CONDITIONS

(1) Scope of Services.

- A. <u>Scope of Services</u>. Consultant agrees to provide the Services to the City as specified in, collectively, the scope of services set forth in the City's Request for Proposals, dated March 5, 2020 and any addenda thereto ("RFP"), attached as **Exhibit A** and incorporated herein, and the scope of services set forth in Consultant's proposal dated March 31, 2020 ("**Proposal**"), attached as **Exhibit B** and incorporated herein. In the event of any conflict or inconsistency between any of the terms of the RFP, the Proposal, and this Agreement, the terms most favorable to the City will prevail. Any services not encompassed in this Section (1) are additional services ("**Additional Services**") subject to prior written authorization by the City, as further specified below in Section (3), "Additional Services."
- B. **Quality of Performance.** Consultant will provide the Services and any authorized Additional Services in accordance with the standards of its profession; in accordance with the terms, conditions, and objectives of this Agreement; and in a manner satisfactory to the City Manager or his or her authorized delegee ("City Manager"). Consultant represents that it possesses the necessary skills, background, and licenses to perform the Services or Additional Services. Consultant is solely responsible for the quality and suitability of the Services it provides pursuant to this Agreement. If, during the course of this Agreement, the City Manager notifies Consultant that the Services are not satisfactory, in whole or in part, Consultant will promptly take the corrective action required by the City Manager, at no extra cost to the City. Failure to promptly take such corrective action constitutes a material breach of this Agreement and cause for termination in the City's discretion. This standard of care will not be construed to impose a mandatory duty on the City within the meaning of Government Code section 815.6. The City's

acceptance of Services performed under this Agreement will not operate to waive or release Consultant's obligation under this paragraph.

- C. <u>Time is of the Essence</u>. In the performance of this Agreement, time is of the essence. Consultant must be available to begin providing the Services upon the Effective Date of this Agreement, and must complete the Services within the time specified in Section (4), "Effective Date and Term."
- D. <u>Primary Service Provider</u>. The City has approved of Ryan O'Kane as Consultant's primary provider of the Services under this Agreement, and no other person will be accepted as the primary provider of the Services without the City's prior written consent.
- E. <u>Prevailing Wages.</u> Should the scope of services fall under the requirements of the California Labor Code and implementing regulations for the payment of State's General Prevailing Wage rates, then Consultant shall comply and pay prevailing wages. For additional information, see http://www.dir.ca.gov.
- (2) <u>Compensation</u>. As full compensation for the satisfactory and timely performance of the Services as specified in Section (1), "Scope of Services," and the attached exhibits, City hereby agrees to pay Consultant a sum not to exceed **Eighty-Nine Thousand Dollars** (\$89,000).

On a completed deliverables basis, with a total amount for the delineated "Tasks" on the RFP and the RFP proposal amounting to \$89,000.

Consultant will be paid all undisputed amounts within thirty (30) days of City's receipt of detailed invoices for Services provided to the City Manager's satisfaction during the preceding calendar month. Invoices must include all of the information contained in Section (7), "Billings," below. Each invoice must be signed by an authorized representative of Consultant, verifying that the invoiced Services have been performed. Consultant will not be entitled to compensation for Additional Services, as defined below in Section (3), unless authorized by City in writing in advance, and memorialized in an amendment to this Agreement executed by the authorized representatives of each Party. This Section (2) supersedes any conflicting or inconsistent provisions in the Proposal.

(3) Additional Services. In addition to the Services included in Section (1), "Scope of Services," the Parties may from time to time agree that Consultant will provide Additional Services for additional compensation, as authorized by the City Manager. The nature and scope of the Additional Services, including the time for performance and terms for mutually agreeable additional compensation must be memorialized in a writing, executed by both Parties, as further specified in Section (25), "Amendments," before Consultant may begin providing the Additional Services. Consultant will not be entitled to compensation for any Additional Services performed without a written amendment to include the Additional Services in this Agreement. If Consultant believes that services that it is directed to perform by City are not included in Section (1), "Scope of Services," Consultant will promptly notify the City in writing of the basis for this belief. If the City agrees that the subject services are not included in Section (1), "Scope of Services," the Parties will promptly execute a writing to authorize the services as Additional Services for mutually agreed-upon additional compensation. Except as otherwise specified in the written authorization, all Additional Services are subject to the same terms and conditions as all Services under this Agreement, including, billing, record-keeping, reporting, insurance, indemnity, and compliance with all applicable laws and standards.

- **Effective Date and Term**. The term of this Agreement ("**Term**") begins on the Effective Date set forth above, and expires on March 31, 2021. If the Term expires later than the end of the City's fiscal year, the continuation of the Term into the next fiscal year will be contingent upon the City's lawful encumbrance or appropriation of new funds for the Agreement.
- (5) <u>Assignment and Subcontracting</u>. A substantial inducement to City for entering into this Agreement was, and is, the reputation and competence of Consultant. The assignment or subcontracting of this Agreement by Consultant, or any interest therein, is prohibited without the prior written approval of the City Manager. The City has authorized Consultant to use the following Subconsultants/Subcontractors as specified:

<u>Subconsultant/Subcontractor Name</u> <u>Subconsultant/Subcontractor Services</u>

Y&C Transportation Consultants, Inc. Electrical Engineering

Quiet River Land Services, Inc. Surveying

- **Independent Contractor Status**. It is expressly understood and agreed by the Parties that Consultant, while providing Services pursuant to this Agreement, is an independent contractor and not an employee of the City. Consultant is solely responsible for the means and methods by which it provides the Services. Consultant is solely responsible for all matters relating to the payment of its employees, including compliance with social security, withholding tax and all other laws and regulations governing such matters. Consultant is solely responsible for its own acts and those of its agents and employees during the Term of this Agreement. Consultant will not represent, at any time or in any manner, that Consultant is an employee of the City. Consultant will exercise its judgment in recommending to City the methods by which to accomplish City's objectives and needs. Consultant acknowledges that the City will provide no training. Consultant will provide whatever tools and materials that are necessary to complete a client engagement. Consultant is free to accept, and has accepted in the past, other client engagements. Consultant is responsible for purchasing, bringing, providing, and controlling any and all equipment, tools, instruments, etc. needed for completion of the Services set forth herein, as well as for maintenance and use of such equipment. It is understood that Consultant is hired on a temporary basis only, and that if the City and/or Consultant desires to continue Consultant's services after expiration of the Term or termination of this Agreement, Consultant must enter into a new agreement.
- (7) <u>Billings</u>. Consultant's invoices must include the following information: (a) a brief description of Services performed, including any Additional Services; (b) the date the Services were performed; (c) the number of hours spent and by whom; (d) the current Agreement not-to-exceed amount; (e) the amount previously billed; (f) the total paid to date; (g) the outstanding balance due, if any; (h) the current invoice amount; (i) total amount billed against the Agreement to date; (j) the remaining balance of the not-to-exceed amount; and (k) the Consultant's signature. Except as specifically authorized by City, Consultant will not bill City for duplicate Services performed by more than one person. Consultant may not submit any billing for an amount in excess of the maximum amount of compensation authorized in Sections (2) and (3), above. Consultant is solely responsible for its office and overhead costs, including furniture and equipment rental, supplies, salaries of employees, telephone calls, postage, advertising, and all other expenses incurred by Consultant in the performance of this Agreement.
- **(8)** Advice and Status Reporting. Consultant will provide the City with timely reports, orally or in writing, of all significant developments arising during performance of its Services, and provide

the City with information as is necessary to enable City to monitor the performance of this Agreement, including statements and data demonstrating the effectiveness of the Services provided in achieving the City's express goals and objectives. The City may withhold payments otherwise due to Consultant pending timely delivery of all such reports and information. Consultant will promptly notify the City Manager of any matters that could adversely affect Consultant's ability or eligibility to continue to provide Services under this Agreement.

- Retention of Records. Consultant's complete files, including all records, employee time sheets, and correspondence pertaining to the Services will be available for review by the City upon request, and copies of pertinent reports and correspondence will be furnished for the City's files upon request by the City. Consultant will maintain adequate documentation to substantiate all charges for hours and materials charged to City under this Agreement. Consultant will maintain the records and any other records related to the Services or this Agreement and will allow City access to such records for a period of four years after the expiration of the Term or termination of the Agreement. At City's request, or upon expiration or termination of this Agreement, Consultant will return to City all plans, maps, cost estimates, project financial records, reports, and related documents. All research information, plans, diagrams, financial records, reports, cost estimates or other documents prepared or obtained under the terms of this Agreement will be delivered to and become the property of the City and all data prepared or obtained under this Agreement will be made available, upon request, to the City without restrictions or limitations on their use. This Section (8) will survive expiration of the Term or termination of the Agreement.
- (10) Written Reports and Documents. In accordance with Government Code section 7550, if the total compensation paid to Consultant under this Agreement exceeds \$5,000, any document or written report prepared by Consultant for or under the direction of City will contain the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of such document or written report. The contract and subcontract numbers and dollar amounts shall be contained in a separate section of such document or written report. When multiple documents or reports are the subject or product of this Agreement, the disclosure section may also contain a statement indicating that the total contract amount represents compensation for multiple documents or reports.
- (11) Record and Fiscal Control System. Consultant will maintain its financial records and fiscal control systems in a commercially reasonable manner. Consultant will maintain personnel and payroll records to adequately identify the source and application of all received funds; withhold income taxes; pay employment taxes (including Social Security), unemployment compensation, worker's compensation and other taxes as may be due. Consultant will maintain an effective system of internal control to assure that funds provided through the City are used solely for authorized purposes.
- (12) Access to Records; Audits. The City will have access at any time during normal business hours and as often as necessary to any bank account and books, records, documents, accounts, files, reports, and other property and papers of Consultant relating to the Services to be provided under this Agreement for the purpose of making an audit, review, survey, examination, excerpt or transcript.
- (13) <u>Consultant's Testimony</u>. Unless the Services include serving as an expert witness, Consultant agrees to consult with City and testify at City's request at no additional cost other than normal witness fees if litigation is brought against City in connection with Consultant's Services. This Section (12) will survive expiration of the Term or termination of the Agreement.

- (14) <u>Assignment of Personnel</u>. Consultant will only assign competent and qualified personnel to perform the Services. If City asks Consultant to remove a person assigned to the Services, Consultant agrees to do so immediately regardless of the reason, or the lack of a reason, for City's request.
- **Insurance**. Before it may begin performing Services under this Agreement, Consultant (15)must procure and provide proof of the insurance coverage and endorsements required by this Section in the form of certificates and endorsements acceptable to City. The required insurance must cover the activities of Consultant and its subconsultants or subcontractors relating to or arising from the performance of the Services, and must remain in full force and effect at all times during the Term of the Agreement. All required insurance must be issued by a company licensed to do business in the State of California, and each such insurer must have an A.M. Best's financial strength rating of "A" or better and a financial size rating of "VII" or better. If Consultant fails to provide any of the required coverage in full compliance with the requirements of this Agreement, City may, at its sole discretion and in addition to any other remedies, purchase such coverage at Consultant's expense and deduct the cost from payments due to Consultant, suspend performance of the Services under the Agreement, or terminate Consultant for default. The procurement of the required insurance will not be construed to limit Consultant's liability under this Agreement or to fulfill Consultant's indemnification obligations under this Agreement. If coverage limits carried by Consultant exceed the minimum limits specified below, the higher limits will be deemed to be required by this Agreement.
- A. <u>Policies and Limits</u>. Consultant must procure and maintain the following insurance policies and limits at all times during the Term of this Agreement:
 - 1. Commercial General Liability Insurance ("CGL"): The CGL policy must be issued on an occurrence basis, written on a comprehensive general liability form (CG 00 01), and must include coverage for liability arising from the operations of Consultant or its subconsultants or subcontractors in the performance of the Services, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits of at least \$2,000,000.00 per occurrence. The CGL coverage may be arranged under a single policy for the full limits required or by a combination of underlying policies with the balance provided by excess or umbrella policies, provided each such policy complies with the requirements set forth herein.
 - **2. Automobile Liability:** The automobile liability policy must provide coverage of at least \$1,000,000.00 combined single-limit per accident for bodily injury, death or property damage.
 - 3. Workers' Compensation Insurance and Employer's Liability: The policy must comply with the requirements of the California Workers' Compensation Insurance and Safety Act, providing coverage of at least \$1,000,000.00, or as otherwise required by law.
 - 4. **Professional Liability:** The professional liability insurance policy must insure against the Consultant's errors and omissions in the provision of Services under this Agreement, in an amount not less than \$1,000,000.00 combined single limit. Any deductible or self-insured retention may not exceed \$50,000. The professional liability policy must include prior acts coverage sufficient to cover all Services

provided by the Consultant for this Agreement, and the coverage must continue in effect for five years following final payment to Consultant. The following provisions apply if the professional liability policy is written on a claims-made form:

- a. The retroactive date of the policy must be shown and must be on or before the Effective Date of the Agreement.
- b. The insurance must be maintained and evidence of insurance must be provided for a continuous period of at least five years following expiration of the Term or termination of the Agreement, whichever occurs first.
- c. If the coverage is canceled or not renewed and is not replaced with another claims-made policy form with a retroactive date that is on or before the Effective Date of this Agreement, Consultant must provide extended reporting coverage for a minimum of five years following expiration of the Term or termination of the Agreement, whichever occurs first. The City has the right to procure, at Consultant's cost, any extended reporting provisions of the policy if the Consultant cancels or fails to renew the coverage.
- d. A copy of the claim reporting requirements must be submitted to the City before Consultant may begin performing Services under this Agreement.
- B. Required Endorsements. The insurance provided by Consultant must include the following endorsements as specified below. The endorsements must be executed by a person authorized to bind the issuing insurer. The endorsements are to be provided on forms provided, specified, or approved by the City. As an alternative to the City's forms, the Consultant's insurer(s) may provide complete copies of all required insurance policies, including endorsements.
 - **1. Additional Insured Endorsements:** The General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions:
 - a. The City, its officers, officials, employees, and volunteers ("Additional Insureds") will be covered as additional insureds with respect to all covered liability. This must be provided in the form of an additional insured endorsement to the Consultant's insurance policy, using form CG 20 10 11 85, forms CG 20 10 10 01 and GC 20 37 10 01, or equivalent approved by the City. For design professionals form CG 20 07 may be used. Alternatively, the additional insured endorsement may be provided as a separate owner's policy that complies with all of the requirements set forth in this Section 15.
 - b. The inclusion of more than one insured will not operate to impair the rights of one insured against another, and the policies will apply as though separate policies have been issued to each of the Additional Insureds.
 - c. The insurance provided by the Consultant is primary and no insurance or self-insurance held or owned by any of the Additional Insureds may be called upon to contribute to a loss or defense.

- d. Any failure by Consultant to comply with the reporting requirements for a policy will not affect nor abridge the coverage provided for any Additional Insureds.
- e. The coverage or endorsement will not contain any limitations on the scope of protection available to the Additional Insureds.
- 2. **Notice:** Each insurance policy required by this clause must provide or be endorsed to state that coverage will not be reduced, canceled, or allowed to expire without at least 30 days written notice to the City, unless due to non-payment of premiums, in which case 10 days written notice is required.
- 3. Waiver of Subrogation: Each required policy must include an endorsement providing that the insurer will waive any right of subrogation it may have against the City. Consultant hereby agrees to waive subrogation which any insurer of Consultant may acquire from Consultant by virtue of the payment of any loss.
- C. <u>Deductibles and Self-Insured Retentions</u>. Any deductibles or self-insured retentions for the required insurance policies are subject to prior approval by the City Manager. Before beginning performance of the Services, Consultant must disclose the amounts of the deductibles and self-insured retentions that apply to the required policies. If the City Manager determines that the deductible or self-insured retention for any required policy is unacceptably high, at the option of City, (1) the insurer must reduce or eliminate the deductible or self-insured retention with respect to the Additional Insureds, or (2) the Consultant must provide a bond or financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses. During the Term of this Agreement, Consultant may not increase any deductibles or self-insured retentions with respect to the Additional Insureds, without the prior written consent of the City Manager. The City Manager may condition such consent upon the Consultant procuring a bond or financial guarantee that is satisfactory in form to the City, guaranteeing payment of losses and related investigations, claim administration, and defense expenses.
- D. <u>Subconsultants or Subcontractors</u>. Consultant must ensure that each subconsultant or subcontractor is required to maintain the same insurance coverage required for Consultant under this Section (15), with respect to its performance of Services, including the required endorsements. Consultant must confirm that each subconsultant or subcontractor has complied with these insurance requirements before the subconsultant or subcontractor is permitted to begin Services under this Agreement. Upon request by the City, Consultant must provide certificates and endorsements submitted by each subconsultant or subcontractor to prove compliance with this requirement. The insurance requirements for subconsultants or subcontractors do not replace or limit the Consultant insurance obligations.
- (16) <u>Indemnification</u>. The terms and conditions set forth in subsection 16(A), below, are applicable to this Agreement if the Services to be provided by Consultant are <u>not</u> "design professional" services as used and defined in Civil Code section 2782.8 (architect, landscape architect, engineering, or land surveyor services). The terms and conditions set forth in subsection 16(B), below, are applicable to this Agreement if the Services to be provided by Consultant <u>are</u> "design professional" services as used and defined in Civil Code section 2782.8 (architect, landscape architect, engineering, or land surveyor services).

- A. <u>Indemnification by Non-Design Professionals</u>. Consultant shall, to the fullest extent permitted by law, indemnify, defend (with counsel acceptable to the City) and hold harmless City, and its employees, officials, volunteers and agents ("Indemnified Parties") from and against any and all losses, claims, damages, costs and liability of every nature arising out of or resulting from the performance of this Agreement by Consultant, its officers, employees, agents, volunteers, subcontractors or sub-consultants, excepting only liability arising from the sole negligence, active negligence or willful misconduct of City. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution.
- 1. The duty to defend is a separate and distinct obligation from the Consultant's duty to indemnify. The Consultant shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by the City, the City and its directors, officers, and employees, immediately upon tender to the Consultant of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination of comparative active negligence or willful misconduct by an Indemnified Party does not relieve the Consultant from its separate and distinct obligation to defend City. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes an obligation to provide independent defense counsel if the Consultant asserts that liability is caused in whole or in part by the negligence or willful misconduct of an Indemnified Party. If it is finally adjudicated that liability was caused by the sole active negligence or sole willful misconduct of an Indemnified Party, Consultant may submit a claim to the City for reimbursement of reasonable attorneys' fees and defense costs.
- 2. In the event that Consultant or any employee, agent, subconsultant or subcontractor of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System ("PERS") to be eligible for enrollment in PERS as an employee of City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, subconsultants or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.
- 3. The review, acceptance or approval of the Consultant's Services or work product by any Indemnified Party shall not affect, relieve or reduce the Consultant's indemnification or defense obligations. The provisions of this Section are not limited by and do not affect the provisions of this Agreement relating to insurance.
- 4. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply.
- 5. By execution of this Agreement, Consultant acknowledges and agrees to the provisions of this Section and that it is a material element of consideration, and that these provisions survive the termination of this Agreement.
- B. <u>Indemnification by Design Professionals</u>. Consistent with California Civil Code section 2782.8 ("section 2782.8"), when the Services to be provided under this Agreement are to be performed by a "design professional," as that term is defined under section 2782.8,

Consultant shall, to the fullest extent permitted by law, indemnify, defend and hold harmless City, and its employees, officials, volunteers and agents ("Indemnified Parties") from and against any and all losses, claims, damages, costs and liability of every nature, including reasonable attorneys' fees and costs, to the extent caused in whole or in part by any negligence, recklessness, or willful misconduct of Consultant, its officers, employees, agents, subconsultants or subcontractors in performance of the Services under this Agreement, but excluding the sole or active negligence or willful misconduct of one or more of the Indemnified Parties. Defense costs shall not exceed Consultant's proportionate percentage of fault, except as set forth in section 2782.8.

- 1. In the event that Consultant or any employee, agent, subconsultant or subcontractor of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System ("PERS") to be eligible for enrollment in PERS as an employee of City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, subconsultants or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.
- 2. The review, acceptance or approval of the Consultant's Services or work product by any Indemnified Party shall not affect, relieve or reduce the Consultant's indemnification or defense obligations. The provisions of this Section are not limited by and do not affect the provisions of this Agreement relating to insurance.
- 3. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply.
- 4. By execution of this Agreement, Consultant acknowledges and agrees to the provisions of this Section and that it is a material element of consideration, and that these provisions survive the termination of this Agreement.
- (17) <u>Licenses</u>. If a license of any kind, which term is intended to include evidence of registration, is required of Consultant, its employees, agents, or subcontractors by federal or state law, Consultant warrants that such license has been obtained, is valid and in good standing, and Consultant shall keep it in effect at all times during the term of this Agreement, and that any applicable bond has been posted in accordance with all applicable laws and regulations. Consultant, its subconsultants, and subcontractors, will obtain and maintain a City of San Pablo Business License at all times during the Term of this Agreement.

(18) Employment Practices.

A. <u>Employment of Local Residents</u>. Pursuant to the San Pablo Economic Opportunity Policy, the Consultant and any subcontractors shall contact the San Pablo Economic Development Corporation ("EDC") at info@sanpabloedc.org or 510-215-3200, at least ten business days prior to hiring or staffing for fulfillment of the Agreement, describing number, duties and qualifications needed for available positions, and shall fairly consider for employment any workers referred by the EDC within three business days. "Local Resident" means an individual having an adjusted household income of less than the Area Median Income for Contra Costa County, and domiciled in the City of

San Pablo as of the relevant hiring date, with "domiciled" as defined by Section 349(b) of the California Election Code. Discrimination against Local Residents on the basis of their local status is prohibited.

- B. Compliance With Law. Consultant represents that it is an Equal Opportunity Employer and shall comply with applicable regulations governing equal opportunity employment. Consultant shall not discriminate in the employment of any person because of race, color, national origin, ancestry, physical or mental disability, medical condition, marital status, sex, age, unless based upon a bona fide occupational qualification pursuant to the California Fair Employment and Housing Act. Consultant shall comply with all applicable provisions of the Americans with Disabilities Act of 1990 ("ADA") in performing its obligations under this Agreement. Failure to comply with the provisions of the ADA shall be a material breach of, and grounds for the immediate termination of, this Agreement. In performing Services and providing services under this Agreement, Consultant shall, at its sole cost and expense, comply with all applicable laws of the United States and the State of California; the Ordinances of the City of San Pablo; and the rules, regulations, orders, and directions of their respective administrative agencies and the officers thereof.
- (19) <u>Local Subcontracting Outreach</u>. Consultant shall contact the EDC at <u>info@sanpabloedc.org</u> or 510-215-3200 at least two weeks prior to any subcontract award, providing notice and details regarding subcontracting opportunity. The EDC shall notify qualified local businesses of subcontracting opportunities, and provide technical assistance to qualified local businesses during the subcontracting bidding process.

(20) <u>Termination</u>.

- City may terminate this Agreement at its sole discretion at any time prior to expiration of the Term or completion by the Consultant of the Services required hereunder. Notice of termination of this Agreement shall be given in writing to the Consultant, and shall be sufficient and complete when same is deposited in the United States Mail, postage prepaid and certified, address as set forth below in Section (21), "Notices." The Agreement shall be terminated upon the date set forth in the City's Notice of Termination. If the City terminates this Agreement, the Consultant shall be compensated for all Services satisfactorily performed prior to the time of receipt of cancellation notice, and shall be compensated for materials ordered by the Consultant or its employees, or services of others ordered by the Consultant or its employees, prior to receipt of notice of cancellation whether or not such materials or final instruments of service of others have actually been delivered, provided that the Consultant or its employees are not able to cancel such orders for materials or services of others. Compensation for the Consultant in the event of cancellation shall be determined by City in accordance with the percentage of Services completed and agreed to by the Consultant. In the event of cancellation, all notes, sketches, computations, drawings, and specifications or other data, whether complete or not, remain the property of the City. The City may make copies or extract information from any such notes, sketches, computations, drawings, and specifications, or other data whether complete or not.
- B. <u>Termination for Cause.</u> City may terminate this Agreement for cause by providing Consultant with one day's written notice of such termination if Consultant violates any of the terms and conditions of this Agreement. In City's discretion and at City's option, such termination for cause may alternatively be accomplished, where Consultant fails to perform any of the obligations required of Consultant within the time and in the manner provided for under the terms of this Agreement, within seven days after receipt of the notice of such default. Upon City's termination

of this Agreement for cause, City reserves the right to complete the Services by whatever means City deems expedient and the expense of completing such Services, as well as any and all damages to the extent caused by the negligent acts, intentional acts or errors or omissions of the Consultant, shall be charged to the Consultant.

- C. <u>Immediate Termination.</u> City may terminate this Agreement immediately in any case where the Consultant engages in fraudulent or criminal activities while performing the Services, or is otherwise determined to lack the necessary skills to accomplish the desired objectives.
- Qunership of Materials. Any and all documents, including draft documents where completed documents are unavailable, or materials prepared or caused to be prepared by Consultant pursuant to this Agreement shall be the property of the City at the moment of their completed preparation. All materials and records of a preliminary nature such as survey notes, sketches, preliminary plans, computations and other data, prepared or obtained in the performance of this Agreement, shall be made available, upon request, to City at no additional charge and without restriction or limitation on their use consistent with the intent of the original design.
- (22) <u>Amendments</u>. This Agreement may be modified or amended only by a written document executed by both Consultant and City's City Manager and approved as to form by the City Attorney. Such document shall expressly state that it is intended by the Parties to amend the terms and conditions of this Agreement.
- Abandonment by Consultant. In the event the Consultant ceases performing Services under this Agreement or otherwise abandons the Agreement prior to completing all of the Services, Consultant shall, without delay, deliver to City all materials and records prepared or obtained in the performance of this Agreement, and shall be paid for the reasonable value of the Services performed up to the time of cessation or abandonment, less a deduction for any damages or additional expenses which City incurs as a result of such cessation or abandonment. Consultant agrees to be financially responsible and to compensate City for any costs incurred by City in retaining the services of another to replace Consultant, but only to the extent that the costs of retaining the replacement exceed what remaining amounts would have been paid to Consultant under the Agreement had Consultant completed the Services.
- **(24)** <u>Waiver</u>. The waiver by either Party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement.
- **(25)** No Third-Party Rights. The Parties do not intend to create rights in, or to grant remedies to, any third party as a beneficiary of this Agreement or of any duty, covenant, obligation, or undertaking established herein.
- **Severability**. Should any part of this Agreement be declared by a final decision by a court or tribunal of competent jurisdiction to be unconstitutional, invalid, or beyond the authority of either party to enter into or carry out, such decision shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect, provided that the remainder of this Agreement, absent the unexcised portion, can be reasonably interpreted to give effect to the intentions of the Parties.

- (27) <u>Compliance with Laws</u>. In the performance of this Agreement, Consultant shall abide by and conform to any and all applicable laws of the United States, the State of California, and City ordinances. Consultant warrants that all Services done under this Agreement will be in compliance with all applicable safety rules, laws, statutes and practices, including but not limited to Cal/OSHA regulations.
- **Controlling Law and Venue.** This Agreement and all matters relating to it shall be governed by the laws of the State of California, and venue for any legal action arising from or relating to this Agreement will be in the Superior Court of Contra Costa County, and no other place. Consultant hereby waives the removal provisions of Code of Civil Procedure section 394.
- **Breach**. In the event that Consultant fails to perform any of the Services described in this Agreement or otherwise breaches the Agreement, City shall have the right to pursue all remedies provided by law and equity. Neither payment by the City nor performance by Consultant shall be construed as a waiver of either Party's rights or remedies against the other. Failure to require full and timely performance of any provision, at any time, shall not waive or reduce the right to insist upon complete and timely performance of such provision thereafter. In the event of any suit, action or proceeding brought by either party for breach of any term hereof or to enforce any provision hereof, the prevailing party shall be entitled to recover its reasonable attorney's fees.
- **(30)** Inspection by Other Agencies. Authorized representatives of the Federal Government, the California Department of Transportation, or other government agencies which provide grant funding (if any) for this Agreement and the City may have the right to inspect Consultant's work product.
- Conflict of Interest. Consultant warrants and covenants that Consultant presently has no interest in, nor shall any interest be acquired in, any matter which will render the services required under the provisions of this Agreement a violation of any applicable state, local, or federal law. In the event that any conflict of interest should nevertheless arise, Consultant shall promptly notify City of the existence of such conflict of interest so that the City may determine whether to terminate this Agreement. Consultant further warrants its compliance with the Political Reform Act (Gov. Code section 81000 et seq.) respecting this Agreement. Where City Manager determines, based on facts provided by City staff, that Consultant meets the criteria of section 18701 of the FPPC regulations, the individual providing services under this Agreement shall be considered a "designated employee" under the City's conflict of interest code, and shall be required to complete FPPC Form 700 regarding his or her economic interests in a timely manner.
- (32) <u>Copyright</u>. Upon City's request, Consultant shall execute appropriate documents to assign to the City the copyright to work created pursuant to this Agreement. The issuance of a patent or copyright to Consultant or any other person shall not affect City's rights to the materials and records prepared or obtained in the performance of this Agreement. City reserves a license to use such materials and records without restriction or limitation consistent with the intent of the original design, and City shall not be required to pay any additional fee or royalty for such materials or records. The license reserved by City shall continue for a period of fifty years from the Effective Date unless extended by operation of law or otherwise.
- **Whole Agreement**. This Agreement constitutes the entire understanding and agreement of the parties. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the Parties with respect to all or any part of the subject matter hereof.

- (34) <u>Multiple Copies of Agreement</u>. Multiple copies of this Agreement may be executed but the parties agree that the Agreement on file in the office of the City Clerk is the version of the Agreement that shall take precedence should any differences exist among counterparts of the document.
- **(35)** <u>Notices</u>. Notices required by this Agreement shall be personally delivered or mailed, postage prepaid, as follows:

To Consultant: Harrison Engineering Inc.

Randell T. Harrison 1987 Bonifacio Street Concord, CA 94520

To the City: City Manager

13831 San Pablo Avenue San Pablo, CA 94806

Each Party shall provide the other Party with telephone and written notice of any change in address as soon as practicable. Notices given by personal delivery shall be effective immediately. Notices given by mail shall be deemed to have been delivered forty-eight hours after having been deposited in the United States mail.

(36) Federal Funding Requirements (if applicable). If this Agreement is subject to federal funding, in whole or in part, it must comply with the uniform federal award procurement requirements set forth in 2 CFR §§ 200.318 – 200.326, as may be amended from time to time, and contain the applicable provisions described in Appendix II to Part 200 – Contract Provisions for non-Federal Entity Contracts Under Federal Awards, which are attached to this Agreement as Exhibit C. In the event of a conflict or inconsistency between Exhibit C, Exhibit D, if applicable, and this Agreement, Exhibit C will control.

 This Agreement is subject to federal funding. See Exhibit C.
 This Agreement is not subject to federal funding.

(37) <u>Caltrans Funding Requirements (if applicable)</u>. If this Agreement is for architectural and/or engineering services subject to reimbursement or funding, in whole or in part, by Caltrans and administered under the Local Assistance Procedures Manual ("LAPM"), it must include the provisions set forth in Exhibit D, *Mandatory Fiscal and Federal Provisions for Architectural and Engineering Consultant Contracts Subject to Caltrans Funding*. In the event of any conflict or inconsistency between Exhibit D and this Agreement, Exhibit D will control.

 This Agreement is subject to funding by Caltrans. See Exhibit D.
 This Agreement is not subject to funding by Caltrans.

IN WITNESS WHEREOF, Consultant has executed this Agreement, and the City, by its City Manager, who is authorized to do so, has executed this Agreement.

APPROVED AS	TO FORM:	CITY OF SAN PABLO A Municipal Corporation
By Lynn Trac	cy Nerland, City Attorney	By Matt Rodriguez, City Manager Harrison Engineering Inc.
ATTEST:		By Randell T. Harrison, President
By Patricia P	once, City Clerk	Dated
Attachments:	Exhibit B: Consultant's Pr Exhibit C: Federal Contra Exhibit D: Mandatory Fisc	oposals, dated March 5, 2020 roposal, dated April 2, 2020 ct Provisions cal and Federal Provisions for Architectural and Contracts Subject to Caltrans Funding

Exhibit ACity's Request for Proposals



DEPARTMENT OF PUBLIC WORKS ENGINEERING DIVISION

REQUEST FOR PROPOSALS

Engineering Consultant Services

Church/Willow and El Portal/Mission Bell Intersection Improvement Project HSIPL-5303 (020)

March 5, 2020

Proposals Due:
April 2, 2020 by 5:00 p.m. PST.

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A. INTRODUCTION

1. About San Pablo

San Pablo is located in West Contra Costa County off Interstate 80, minutes away from the Bay Area cultural centers of Berkeley, Oakland and San Francisco. Interstate 80 is the principal arterial route between the Bay Area and Sacramento. The City of San Pablo is nestled between the cities of Pinole and Richmond and by the neighboring cities of El Cerrito and Hercules. Historically one of the oldest Spanish settlements in the region, San Pablo has become a thriving residential and business community with a population of about 32,000 in an area of approximately two and one-half square miles. Additional information about the City can be obtained from the City of San Pablo website: www.sanpabloca.gov.

2. Purpose for Request for Proposals

The City of San Pablo ("City") invites professional engineering consultant services to submit competitive proposals in response to this Request for Proposals ("RFP"). The City seeks proposals for engineering design services for Church Lane / Willow Road and El Portal Drive / Mission Bell Road Intersection Safety Improvement Project ("Project'). Professional disciplines expected to be involved with the project include, but are not limited to civil engineering, and traffic engineering. Please see Consultant Services (**Section B, Item #3**) for full description of services required.

B. SCOPE OF WORK

1. Project Description

The City of San Pablo conducted a Systemic Safety Analysis Report (SSAR) Project to analyze the City's roadway network, priority corridors, crash trends, patterns, potential countermeasures and their cost benefit. From the SSAR Project, the intersection of Church Lane and Willow Road, and the intersection of El Portal Drive and Mission Bell Road were identified as experiencing a high frequency of crashes resulting in injuries involving a pedestrian or a bicyclist. These two intersections were on the high priority list of potential safety projects. As part of the SSAR Project, a concept design for pedestrian crossing enhancements for each of these two intersections was developed with both community and engineering staff input. Based on the concept design, the selected Consultant will prepare the final engineering designs and other technical documents set forth for construction.

This Project is funded by the Highway Safety Improvement Program (HSIP) grant, as well as local city funds. HSIP funding is composed of federal funds and is administered by the California Department of Transportation (Caltrans). The HSIP project number is HSIPL-5303(020). The selected Consultant must be familiar with procedures and regulations required by a federal grant.

Please see Consultant Services (Section B, Item #3) for full description of services required.

2. Project Background

Church Lane and Willow Road Intersection:

At the intersection of Church Lane and Willow Road, three reported crashes with pedestrian and bicycle injury were noted in the SSAR Project. The SSAR Project also found that the intersection was used moderately by pedestrians and bicycles. Mobile homes, apartments near this intersection and commercial areas on San Pablo Avenue appear to be the primary pedestrian originations and destinations. On-street parking utilization is high due to the nearby mobile homes and apartments.

A traffic increase has been observed on Church Lane during afternoon commute hours as vehicles are using Church Lane as a cut-through street to avoid signals and queues on San Pablo Avenue. This increase has resulted in a relatively larger volume of north-westbound motorists on Willow Road making right turns onto north-eastbound Church Lane, creating additional vehicle to pedestrian conflicts at the existing northeast leg crosswalk.

Based on the SSAR Project team, City staff and community input, it was desired to include these features in the concept plan: Rectangular Rapid Flashing Beacons (RRFB), curb extensions, raised pedestrian refuge island, high visibility crosswalk markings and pavement marking modifications at or near the intersection.

El Portal Drive and Mission Bell Road Intersection:

At the intersection of EI Portal Drive and Mission Bell Road, six reported pedestrian and bicycle injury crashes were noted in the SSAR Project. The study also noted several land uses adjacent to this intersection including Contra Costa Community College, several transit stops, and a commercial area including restaurants and grocery markets. These land uses are known to be pedestrian and bicycle activity generators.

El Portal Drive is a four-lane, Minor Arterial street with a posted speed limit of 30 MPH. The most recent Engineering Traffic Study (ETS) shows an 85th percentile speed to be 37 MPH. The wide pedestrian crossing distance and the high vehicular speed are two challenges at the uncontrolled crossing at the intersection of El Portal Drive and Mission Bell Road.

Based on the SSAR Project team, City staff and community input, it was desired to include these features in the concept plan: additional streetlight, RRFBs, curb extensions, raised pedestrian refuge island, high visibility crosswalk markings and pavement marking modifications at or near the intersection.

Other Project Background:

The concept plans (**Attachment 9 and 10**) developed in the SSAR Project and will be provided in PDF. All dimensions, elevations, or roadway data in the drawings provided were not verified by engineering surveys and shall be verified prior to using them in engineering design.

3. Consultant Services

Professional disciplines expected to be involved with the project include, but are not limited to civil engineering and traffic engineering. The selected Consultant shall provide all services to complete the preliminary engineering with specific tasks outlined below:

- 1. Review the Preliminary Environmental Study (PES) form and letter signed by Caltrans (**Attachment 11**). Prepare documents and studies that are required per the PES form and letter. "2) *Air Quality MTC PM 2.5 Email*" in the PES letter will be obtained by City staff from Metropolitan Transportation Commission (MTC).
- 2. Conduct additional pre-design investigations, field analysis including surveying, utility locations and potholing.
- 3. Prepare 60%, 90% and 100% design plans, construction details, specifications, and engineering estimate in accordance with the City's standards and formats and in compliance with Caltrans Federal Aid requirements. The selected Consultant will incorporate desired features (Section B, Item #2) shown in the concept plans (Attachment 9 and 10) into the final design. The selected Consultant will also assess the feasibility of adding green infrastructure, landscape and other safety improvement designs with the Engineer's estimate not exceeding the construction budget.
- 4. Hold meetings with the City to review design and changes at 60%, 90%, and 100%.
- 5. Produce final quality control contract bid documents including plans, specifications and Engineer's estimate. All design plans shall be provided in hard copy, PDF, and digital AutoCAD 2018 format.
- 6. Prepare Caltrans Request for Authorization (RFA) package for funding for construction phase.
- 7. Prepare appropriate stormwater management document (e.g. Stormwater Pollution Prevention Plan) for construction phase.
- 8. Assist with questions in the construction bidding.

4. Estimated Cost

This Project is funded by Caltrans Federal Aid grant funding HSIP (Cycle 9). The Project must be designed and constructed within the City's Project budget.

C. PROPOSAL REQUIREMENTS

Each Proposal must be submitted in compliance with the requirements of this RFP. The City may, acting in its sole discretion, elect to reject any Proposal that it determines to be

nonresponsive. It reserves the right, but not the obligation, to waive any immaterial irregularities. Clarity and brevity are preferable to volume, submittals shall be limited to 25 pages, excluding proposal cover, cover letter, table of contents, dividers, and the required Caltrans Local Assistance Procedures Manual (LAPM) exhibits. Each Proposal must include the following, organized as Sections 1 through 12:

1. Letter of Interest/ Cover Letter

A letter of interest/cover letter must be provided transmitting the firm(s) submittal for consideration. The letter of interest/cover letter must be signed by the person authorized to negotiate a contract for proposed services with the City on behalf of the team.

2. Organization Chart/ Personnel

Since the Project may consist of several professional disciplines, submittals must provide an organization or personnel chart to delineate communication, coordination and hierarchical structure of the project team.

3. Firm(s) Statement of Qualifications

Provide the qualifications and experience of the firm(s) proposed for the project in the submittal. This should include information describing the team's experience with:

- a. Civil and transportation engineering services and other relevant transportation planning, green infrastructure and landscape architecture services on complete streets along highly constrained corridors for multimodal travel.
- b. Using the most current best practices, standards and guidance in multimodal street design, such as those developed and being developed by the National Association of City Transportation Officials (NACTO), the Federal Highway Administration, U.S. Environmental Protection Agency and Caltrans.
- c. Successfully completing projects of similar type, size, funding requirements and timeline.
- d. Successfully meeting state and federal project requirements, including expense tracking and preparation of required documentation.

4. Staff Statement of Qualifications or Resumes

Provide the qualifications or resumes of key personnel proposed for the project in the submittal. In this section, identify similar/related projects that key members of the submittal have worked on. *Note: key team members identified in the submittal shall not change in the executed contract unless notified and approved by the City.*

5. Project Management and Staff Availability

The Consultant shall identify one individual who will function as the main coordinator and point of contact for all the other consultants and sub-consultants. This person will monitor budget and timeline, review deliverables, ensure quality control, assist in meeting facilitation and oversee Project updates under the direction of City staff. Any staff substitution after the Proposal is received by the City must be requested in writing for consideration by the City

6. Project Approach

<u>In three pages or less</u>, describe the Consultant's proposed approach to this project and if relevant the typical approach to projects similar to this one. The approach should identify how the consultant will ensure to meet the required delivery schedule, all grant requirements and be flexible to potential changes in scope (while still meeting the required delivery schedule).

7. Schedule of Work

It is the responsibility of the Consultant to prepare the documentation and submit the required documents to the City for forwarding to all grant agencies, including Caltrans for approval of grant funds within the required timeframe.

The schedule of work must be included in the submittal in order to demonstrate Consultants ability to accomplish all Project deadlines. The schedule of work must include milestones for deliverables of each required task. All tasks including deliverables of each sub-consultant must meet set individual deadlines and overall project schedule. Progress meetings with City staff shall be scheduled as needed until the design is completed. These meetings may also be attended by other stakeholders as needed.

8. Cost Proposal

The cost proposal shall include a cost estimate for each work task outlined in the scope of services for this project. Prices quoted shall include key project team member(s) proposed for each task and the number of management, technical, drafting and support personnel hours, cost per hour for each project team member and total cost envisioned for each task. Identify any other costs to be billed to the project including project expenses and sub-consultant fees. Include any proposed mark-up for sub-consultant fees. Include a copy of the proposed rate schedules(s) to be used throughout the duration of the project and any adjustments that are predicted to occur during the execution of the project.

Cost proposal shall be submitted in a **separate sealed** envelope from the proposal. The cost proposal is confidential and will be unsealed after all proposals have been reviewed, and most qualified consultant has been selected.

Consultant shall prepare a cost proposal estimate that references the sample cost estimate in **Attachment 2** (Caltrans LAPM Exhibit 10-H, Example #1). Selected Consultant shall comply with *Chapter 10. Consultant Selection* of the Local Assistance

Procedures Manual (LAPM) regarding the A&E Consultant Contract Audit and Review process.

Consistent with Federal, State and Local laws for the acquisition of professional services, price is not an evaluation criterion. Cost proposals submitted in separate sealed envelopes are not opened, nor considered during proposal evaluations. Upon selection of the most qualified firm, the associated Cost Proposal will be used as a basis for contract negotiations.

9. Method of Payment

The method of payment for this contract will be Actual Cost Plus Fixed Fee agreement with the ability of progress payments. The Consultant performs the services stated in the contract for an agreed amount as compensation, including a net fee or profit.

10. References

Provide a short summary (one-page maximum) of at least three projects in progress or completed, with the following information for each:

- a. Reference name, with current contact information
- b. Type of project/development
- c. Client type (clarifying role of private sector client, if any)
- d. Size and scale of geographic area
- e. Current status
- f. Key lesson(s) learned, as relevant to this project

11. Consultant Contract Statement

The Consultant will include a statement that the firm(s) accepts the terms of the City's Consultant Agreement sample (**Attachment 1**) and/or the <u>submittal will include a list of any proposed modifications</u> to the Agreement by the Consultant. Any proposed changes will be negotiated as part of the contracting process with the selected Consultant.

12. Special Requirements

a. The successful consultant must have extensive experience in completing similar projects, as well as experience with multiple grants and specifically federal funding. The selection process and all work shall be completed in accordance with the applicable laws of the State of California, the California Transportation Commission (CTC), Caltrans and Federal Highway Administration (FHWA), as administered by Caltrans Local Assistance. All aspects of the project must comply with Caltrans requirements and Federal Aid requirements.

A successful submittal will include all items cited in Section 1 through 11, plus the following statements/documents:

Exhibit 10-H1	Sample Cost Proposal	Included in Sealed Cost Proposal
Exhibit 10-K	Consultant Annual Certification of Indirect	Included in Sealed
	Costs and Financial Management System	Cost Proposal
Exhibit 10-I	Notice to Proposers DBE Information	Included in Work
		Proposal
Exhibit 10-O1	Consultant Proposal DBE Commitment	Included in Work
		Proposal
Exhibit 10-O2	Consultant Contracts DBE Commitment	Included in Work
		Proposal
Exhibit 10-Q	Disclosure of Lobbying Activities	Included in Work
		Proposal
Exhibit 9-F	Disadvantaged Business Enterprise (DBE)	Included in Work
	Running Tally of Payments	Proposal

The most current Exhibit 9-F, Exhibit 10-H through 10-Q can be found in the Caltrans Local Assistance website:

https://dot.ca.gov/programs/local-assistance/forms/local-assistance-procedures-manual-forms

- b. **Small and Minority Businesses.** This Project is funded in whole or in part by the federal government. DBE must comply with all applicable federal requirements as further specified in the Contract Documents, and when procuring Subcontractors, DBE must take all necessary affirmative steps pursuant to 2 CFR § 200.321(b), subject to the limitations of law, to ensure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps must include:
- c. **Solicitation Lists.** Placing qualified small and minority businesses and women's business enterprises on solicitation lists.
- d. **Soliciting Potential Sources.** Assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources.
- e. **Maximizing Participation.** Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises.
- f. **Establishing Delivery Schedules.** Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises.

g. **Organizational Assistance.** Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

D. PROPOSAL CONDITIONS

- 1. Local Employment and Contracting Opportunities. Pursuant to the San Pablo Economic Opportunity Policy, the DBE and any subcontractors shall contact the San Pablo Economic Development Corporation ("EDC" at info@sanpabloedc.org or 510-215-3200) at least seven calendar days prior to hiring or staffing for fulfillment of the Contract, describing number, duties and qualifications needed for available positions, and shall fairly consider for employment any workers referred by the EDC within three business days. "Local Resident" means an individual having an adjusted household income of less than the Area Median Income for Contra Costa County, and domiciled in the City of San Pablo as of the relevant hiring date, with "domiciled" as defined by Section 349(b) of the California Election Code. Discrimination against Local Residents on the basis of their local status is prohibited.
- 2. Questions. Questions regarding this RFP, the Project, or site access may be submitted *in writing only* and directed to Jimmy Zhou, Associate Engineer, via email: JimmyZ@sanpabloca.gov. Written responses will be provided directly via email and, if deemed necessary, in addenda to this RFP distributed to all firms registered on PlanetBids to receive updates from the City. Written questions must be submitted no later than March 24, 2020 by 5:00 p.m. PST.

3. General Terms and Conditions

- All proposals, whether selected or rejected, shall become the property of the City.
- b. The cost of RFP preparation shall be that of the consulting firm and shall not be paid by the City.
- c. Proposals shall be signed by an authorized employee in order to receive consideration.
- d. City will not be responsible for proposals delivered to a person or location other than that specified herein.
- e. The successful proposer will be asked to enter into an agreement with the City reflecting the terms and conditions of the proposal based on the City's Professional Services Agreement (Agreement) requirements. A copy of the Agreement and Insurance requirements is included as **Attachment 1** to this RFP. Proposals should include a list of any proposed modifications to the Agreement by the consultant. Award of an agreement is subject to approval by the City Council of the City of San Pablo.
- f. Neither the City of San Pablo, it's City Council, officers, employees, agents, representatives, nor any of its consultants will be liable for any claim or damages resulting from the RFP process.

g. By submitting a proposal in response to this RFP, the proposer accepts the evaluation process and acknowledges and accepts that determination will require subjective judgments by the City. All information, documentation, and other materials submitted in response to this solicitation are considered nonconfidential and/or non-proprietary and are subject to public disclosure after the solicitation is completed.

4. Agreement

The anticipated duration of the agreement will be for ten months, with the term tentatively to begin May 2020 and end February 2021.

A sample agreement is attached (**Attachment 1**) that includes terms regarding conflict of interest, insurance, indemnification and assignment. The selected Consultant selected to perform the work will be required to comply with these terms.

5. Disadvantage Business Enterprise (DBE) Participation

This Project has a 7% DBE participation Goal. All proposers are encouraged to seek participation of a DBE-rated firm(s) to fulfill this goal. In order for a proposer to be considered responsible and responsive, the proposer must document a good faith effort to meet the goal established for this Project. If the goal is not met, the proposer must document adequate good faith efforts. Consultants must thoroughly review and meet all requirements detailed in Exhibit 10-I of Caltrans LAPM: NOTICE TO PROPOSERS – DISADVANTAGE BUSINESS ENTERPRISE INFORMATION (included in **Attachment 4**).

E. PROPOSAL PROCEDURE

1. Submission of Proposals

Each Proposer must submit a **sealed envelope** or package containing three print copies and one electronic copy (PDF or comparable) of its Proposal, each copy clearly identified as "Proposal for Church/Willow and El Portal/Mission Bell Intersection Improvement Project." Within the sealed proposal package, the Cost Proposal shall be separately sealed from the Work Proposal. The electronic copy may be included on a thumb drive in the sealed envelope or package or emailed to: <u>JimmyZ@sanpabloca.gov</u>. The sealed proposal package must be delivered to:

City of San Pablo City Clerk's Office 13831 San Pablo Ave, Bldg 1 San Pablo, CA 94806

All Proposals, in both print and electronic format, must be received by the City Clerk's office by March 31, 2020 no later than 5:00 p.m. PST. ("Proposal Deadline").

Proposals may not be modified after the Proposal Deadline.

2. Consultant Selection Process

The first step in the evaluation process will be to determine that each submittal contains all forms and other information required by this RFP. Any submittals missing the required information may be considered nonresponsive and rejected without evaluation. Late submittals, submittals to the wrong location, and submittals with inadequate copies are considered nonresponsive and shall be rejected. Submittal of additional information after the due date shall not be allowed.

All proposals will be evaluated by a City of San Pablo Selection Committee. The Selection Committee, made up of key City staff and other parties that may have expertise or experience in the services described herein, will review all submittals deemed complete according to the evaluation criteria and weighting factors below. The Selection Committee will make independent random checks of one or more of the consultant's references. This reference check applies to major sub-consultants as well.

The Selection Committee will establish a shortlist of consultants that are considered to be best qualified to perform the contract work. The selection process with include oral interviews. The consultant will be notified of the time and place of oral interviews and if any additional information that may be required to be submitted.

Upon completion of the evaluation and selection process, only the cost proposal from the most qualified consultant will be opened to begin cost negotiations. All unopened costs proposals will be returned at the conclusion of the procurement process. Upon acceptance of the cost proposal and successful contract negotiations, staff will recommend a contract be awarded.

3. Evaluation Criteria

Proposals will be evaluated according to each Criteria below. The scores for all the Criteria will be added for each proposal. The proposal with the highest score will be deemed as the best proposal. The total maximum score for any project is 100 points.

	Criteria	Maximum Points
Α	Completeness of Response	Pass/Fail
В	Understanding of the Work/Project	25
С	Experience with Similar Work	20
D	Quality and Availability of Staff	15
Е	Innovation and Advanced Techniques	10
F	Knowledge of State and Federal Procedures	10
G	Financial Responsibility	10
Н	Project Delivery	10

Total 100

A. Completeness of Response (Pass/Fail)

Responses to this RFP must be complete. Responses that do not include the proposal content requirements identified within this RFP and subsequent addenda and do not address each of the items listed below will be considered incomplete, be rated a Fail in the Evaluation Criteria and will receive no further consideration. Responses that are rated a Fail and are not considered may be picked up at the delivery location within 14 calendar days of contract award and/or the completion of the competitive process.

B. Understanding of the Work/Project (25 points)

Demonstrated understanding of the Project including Project needs, identification of potential issues and overall approach to complete streets design.

C. Experience with Similar Work (20 points)

Experience of the firm(s) with similar projects, including local knowledge, expedited timelines, working with multiple grants and prior experience with bicycle and pedestrian projects

D. Quality and Availability of Staff (15 points)

Quality and availability/current workload of proposed staff

E. Innovation and Advanced Techniques (10 points)

Capability of developing and identification of innovative approaches and solutions to key project issues

F. Knowledge of State and Federal Procedures (10 points)

Experience and familiarity with state and federal procedures

G. Financial Responsibility (10 points)

The firm's(s) ability to meet project budget, financial and schedule requirements

H. Project Delivery (10 points)

Demonstrated technical ability of staff and if relevant, experience of consultant teams working together

4. Tentative Schedule

Below is a tentative schedule for the selection and procurement process. Dates are subject to change by City staff and/or unforeseen circumstances.

Item	Date
RFP Release Date	March 5, 2020
Last day to submit any questions	March 26, 2020 by 5:00 p.m. PST
RFP Proposal submittal Date	April 2, 2020 by 5:00 p.m. PST
Panel Review	April 6 to April 9, 2020
Interview period	April 14 to April 15, 2020
Selection and negotiation period	April 16 to April 22, 2020
Contract to be awarded at City Council	May 4, 2020

F. ATTACHMENTS

- **Attachment 1** Sample Consultant Agreement with Federal Provisions (Exhibit C and Exhibit D)
- Attachment 2 Exhibit 10-H1 Sample Cost Proposal
- **Attachment 3 -** Exhibit 10-K Consultant Annual Certification of Indirect Costs and Financial Management System
- Attachment 4 Exhibit 10-I Notice to Proposers DBE Information
- **Attachment 5** Exhibit 10-O1 Consultant Proposal DBE Commitment
- Attachment 6 Exhibit 10-O2 Consultant Contracts DBE Commitment
- Attachment 7 Exhibit 10-Q Disclosure of Lobbying Activities
- **Attachment 8** Exhibit 9-F Disadvantaged Business Enterprise (DBE) Running Tally of Payments
- Attachment 9 Concept Plan for the intersection of Church Lane and Willow Road
- Attachment 10 Concept Plan for the intersection of El Portal Drive and Mission Bell Road
- Attachment 11 Preliminary Environmental Study (PES) form and letter



March 19, 2020

SUBJECT: ADDENDUM NO. 1

Request for Proposals for Engineering Consultant Services

Church/Willow and El Portal/Mission Bell Intersection Improvement

Project

HSIPL-5303 (020)

To Prospective Proposers:

The following are changes to the RFP specifications for the above referenced project. This addendum is hereby made a part of the contract documents to the same extent as if they were originally included therein. Receipt of this addendum shall be acknowledged with the Proposal for Church/Willow and El Portal/Mission Bell Intersection Improvement Project.

1) Remove and replace the following paragraphs:

Remove Section E, Item #1 (Page 9)

1. Submission of Proposals

Each Proposer must submit a *sealed envelope* or package containing three print copies and one electronic copy (PDF or comparable) of its Proposal, each copy clearly identified as "Proposal for Church/Willow and El Portal/Mission Bell Intersection Improvement Project." Within the sealed proposal package, the Cost Proposal shall be separately sealed from the Work Proposal. The electronic copy may be included on a thumb—drive—in—the—sealed—envelope—or—package—or—emailed—to: *JimmyZ@sanpabloca.gov*. The sealed proposal package must be delivered to:

City of San Pablo City Clerk's Office 13831 San Pablo Ave, Bldg 1 San Pablo, CA 94806

All Proposals, in both print and electronic format, must be received by the City Clerk's office by March 31, 2020 no later than 5:00 p.m. PST. ("Proposal Deadline").

Proposals may not be modified after the Proposal Deadline.

And replace with the following:

1. Submission of Proposals

Each Proposer must submit one electronic copy (**PDF or comparable**) via email sent to Jimmy Zhou, email: <u>JimmyZ@sanpabloca.gov</u> with the subject: "Proposal for Church/Willow and El Portal/Mission Bell Intersection Improvement Project." Within the same work proposal email, the <u>Cost Proposal shall also be included</u>. The cost proposal file shall be <u>password protected</u>; this will safeguard the file from being open. The password shall be requested from the best qualified consultant after proposal evaluation.

All Proposals, in electronic format, must be received by <u>April 2, 2020</u> no later than 5:00 p.m. PST. ("Proposal Deadline").

Proposals may not be modified after the Proposal Deadline.

If you have any questions regarding this addendum, please contact Jimmy Zhou via email at <u>JimmyZ@sanpabloca.gov</u>.

Sincerely,

JILL A. MERCURIO, P.E.

Public Works Director/ City Engineer

Exhibit BConsultant's Proposal



HARRISON ENGINEERING INC. 1987 BONIFACIO STREET • CONCORD, CA 94520

PH: (925) 691-0450 • HARRISON-ENGINEERING.COM

City of San Pablo

City of Live Office

April 2, 2020 (Rev. 5/19/20)

City of San Pablo City Clerk's Office 13831 San Pablo Ave, Bldg 1 San Pablo, CA 94806

Attention: Jimmy Zhou

RE: Proposal for Design Services for Proposal for Church/Willow and El Portal/Mission Bell Intersections Improvement Project

Dear Mr. Zhou,

HEI (Harrison Engineering Inc.) is very pleased to submit this proposal to the City of San Pablo for Design Professional Services for the Church/Willow and El Portal/Mission Bell Intersections Improvement Project and acknowledge receipt of Addendum No. 1. We are ideally suited to perform the services requested for this project because of our team's experience on similar Federal-Aid projects.

In addition to design work, we have prepared the NEPA support documents and forms required by Caltrans Local Assistance for several Federal Aid projects including recent projects for Concord, Vallejo, Moraga, Martinez, Berkeley, Pittsburg, Pleasant Hill, and Woodside. Through our work on these projects, we have developed great working relationships with the staff at Caltrans in Local Assistance. Our experience on these types of project allows us to anticipate and preemptively address would be issues, making the process seem effortless.

Our team will deliver your Federal Aid Project with minimal effort on the part of the City. For this project, the Caltrans Office of Local Assistance requires the following forms: Technical Memoranda, R/W Certification, PS&E checklist and the Request for Authorization (E-76).

HEI has extensive history and experience with the City of San Pablo and its staff. We have worked with Jill Mercurio, Allan Panganiban, Ronalyn Nonato and Leck Soungpanya over the past two decades on a multitude of projects of various sizes. We understand the expectations from the City for these services.

Our Team meets the DBE goals, and is familiar with the forms required by Caltrans for federal reimbursement of the consulting fees. We are currently working on 3 such projects and our current rates have already been approved by the Caltrans Office of Audits and Investigations.

We are very interested in designing this project for the City and hope that you will consider HEI for this work. Please feel free to contact me if you would like to discuss the project. I may be reached at (925)691-0450 x 101(office), (925)525-9555(mobile), or via email at: Randell@Harrison-Engineering.com.

Sincerely,

HARRISON ENGINEERING INC.

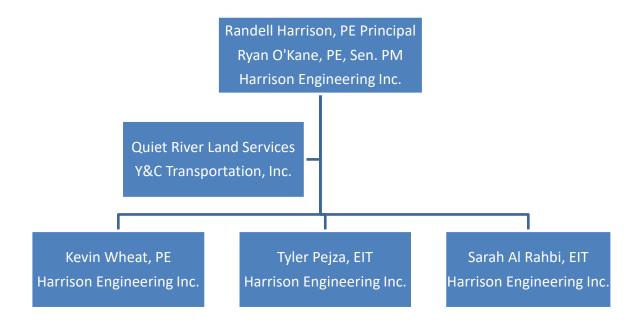
Randell T. Harrison, President



Team Organization

Our team is composed of specialty firms with active principal involvement, whom are focused on providing services to public agencies and are committed to the successful completion of this project. HEI has worked with each of these firms for over a decade and works with them regularly.

Firm Name	Role	Teaming Since
Harrison Engineering Inc.	Project Management, Caltrans Coord, Civil Design	2001
Quiet River Land Services, Inc.	Topographic Survey and R/W Mapping	2006
Y&C Transportation, Inc.	Signal and Lighting System Design	2001





HEI Firm Profile

Harrison Engineering Inc. (HEI) is a California corporation located in Concord, California. Founded in 2001, we provide municipal civil engineering services to government clients throughout the greater San Francisco Bay area. Our staff has extensive experience in projects of all sizes in a wide variety of disciplines, which allows us to provide a broad range of civil engineering services.

Over the past 19 years, HEI has designed and managed hundreds of PS&E projects with project delivery durations ranging from a few weeks to over a year. HEI has consistently managed and delivered our projects on schedule. The size (construction cost) of HEI's projects have ranged from as little as \$20,000 to over \$5,000,000. We successfully coordinate multiple projects by holding weekly internal staff meetings and reviewing the progress on each project. Upcoming submittal dates are reviewed and deliverables are tracked with an excel spreadsheet that highlights priority tasks. Subconsultants are contacted to assess their progress on the project and update us on the project progress.

We provide quality engineering services to public agency clients. The quality, professionalism, and commitment of our work are reflected by our repeat clientele, such as the Cities of Berkeley, Vallejo, Concord, Martinez, Pleasant Hill, Pittsburg, Danville, San Pablo, Pinole, Mill Valley, Walnut Creek, Woodside, and San Anselmo. Harrison Engineering Inc. strives for client satisfaction by being responsive to our clients' needs and providing a quality work product that fulfills those needs.

HEI and our associate subconsultants are all small firms that include active principal involvement in every project. This translates to very experienced individuals spending more time working on the technical elements of your project, which results in a better work product than the "bigger" firms deliver. The firm's principals are committed to being actively involved in all of the projects, which means that experienced engineers will be overseeing your project.

Our current staffing levels consist of:

- 2 Senior Project Managers
- 3 Staff Engineers
- 1 part-time Administrative Assistant

With these staffing levels, HEI's team is capable of delivering over \$10M in construction projects annually. Detailed resumes for managing staff are included near the end of this qualifications package.

Harrison Engineering Inc. specializes in providing municipal engineering services to Cities in the Bay Area. Harrison Engineering distinguishes itself from other consulting firms by choosing to work exclusively for municipalities. This philosophy allows us to truly act as an extension of City staff, with the confidence that no "conflict of interest" with private interests will occur.

"Regardless of the scope of work performed, we have always been pleased with the result...Their work plans are detailed and they follow the work plan through to project completion...It is satisfying to be able to give Harrison Engineering my highest recommendation." – Jill Mercurio



Caltrans Local Assistance Project Experience

Randell Harrison has developed the PS&E for dozens of federally funded (Local Assistance) projects over the last 30 years. Since 2001, Harrison Engineering Inc. has worked with cities throughout the Bay Area in preparing the necessary forms and PS&E documents for "Local Assistance" funded projects, which include the following projects:

Project Name	Client	Involvement in Project
Hearst Avenue Complete Street Project	Berkeley	Local Assist. Coordination, PS&E
Camino Tassajara and Crow Canyon Rehab. Ph. 1	Danville	Local Assist. Coordination, PS&E
Camino Tassajara and Crow Canyon Rehab. Ph. 2	Danville	Local Assist. Coordination, PS&E
Sonoma Boulevard HSIP Road Diet	Vallejo	Local Assist. Coordination, PS&E, EP
7 School Safe Routes to School Project	Vallejo	Local Assist. Coordination, PS&E, EP
Appian Way Rehabilitation Phase 2	Pinole	Local Assist. Coordination, PS&E
Appian Way Rehabilitation Phase 1	Pinole	Local Assist. Coordination, PS&E
Buchanan Road Rehabilitation	Pittsburg	PS&E
Pittsburg-Antioch Highway Rehabilitation	Pittsburg	Construction Admin.
SR4 Flood Relief Project at Loveridge Road	Pittsburg	PS&E, Construction Admin.
Market St and San Pablo Ave HSIP Project	Oakland	PS&E, EP
Concord Various Streets Rehabilitation	Concord	Local Assist. Coordination, PS&E
Treat Blvd and Oak Grove Plaza Signal Project	Concord	Project Coordination
Wren Avenue Sidewalk Improvements	Concord	PS&E
Commerce Avenue Complete Street Project	Concord	Local Assist. Coordination, PS&E
Concord Blvd. Sidewalk Phase 1	Concord	Local Assist. Coordination, PS&E
Concord Blvd. Sidewalk Phase 2	Concord	Local Assist. Coordination, PS&E
San Pablo Dam Rd Pedestrian Path	San Pablo	PS&E
Broadway Traffic Calming and Pvmt Reconstruction	San Pablo	Local Assist. Coordination, PS&E
Contra Loma/L Street/Hwy 4 Pedestrian Improvements	Antioch	PS&E
Moraga Road & Ascot Intersection HSIP Project	Moraga	Local Assist. Coordination, PS&E
Moraga Road/Rheem Blvd Intersection Improvements	Moraga	PS&E
Non-Motorized Transportation Pilot Project	Tiburon	Local Assist. Coordination, PS&E
Del Mar Middle School Safe Routes Project	Tiburon	Local Assist. Coordination, PS&E
Pleasant Hill Road Complete Street Project (2 phases)	Pleasant Hill	Local Assist. Coordination, PS&E
Contra Costa Bl Improvements – Taylor Bl to Beth Ave	Pleasant Hill	Local Assist. Coordination
Golf Club Road Bridge Replacement	Pleasant Hill	Caltrans Utility Coordination
Sproule Avenue Rehabilitation	Sacramento	PS&E
Old La Honda Road and Portola Road Bridges	Woodside	Local Assist. Coordination, Civil PS&E

A majority of these projects involved pedestrian and bicycle safety improvements which have incorporated: "complete street" concepts, transit features, RRFBs, green infrastructure, signal and lighting improvements, and landscaping. Detailed descriptions and references for many of our more recent projects are included in the following sections.

This project would be amongst the smallest of our Federal Aid projects.

Staffing Availability

At our current staffing levels, HEI is capable of delivering over \$10M of projects annually. For the period of this project we currently have commitments to delivery approximately \$7 million in projects to construction, giving HEI more than sufficient capacity to perform this work. HEI will not take on projects that we do not have the ability or staffing to complete on schedule. We do not need to supplement our current staffing levels to take on this project.



HEI Project Experience and References

Project: Hearst Avenue Complete Street Project

Client: City of Berkeley

Contact: Nisha Patel, PE Mr. Don Irby, PE Mr. Terrence Salonga, PE City Engineer Project Manager Construction Inspector

(510) 981-6406 (510) 207-4210 (510) 981-6447



This City of Berkeley project began with 35% Plans developed by others. HEI reworked them into an actual set of construction documents. Many of the preliminary design concepts changed due to public input and other design constraints. The project included NACTO recommended features such as green bike lane treatments and bike boxes; it also included curb bulb outs, sidewalk gap closure, surface drainage improvements, bioretention basin, RRFBs, and changes to signal phasing to accommodate planned movements. The project involved holding a public workshop that was attended by over 80 interested persons. Comments received resulted in multiple changes to the project design including bus islands and review of parking protected bike lanes. HEI prepared the PES & Field Review documents, technical memos, utility and right of way certifications, encroachment permit application, and the PS&E through Final Bid Documents. Construction was completed in 2017 at a cost of \$4M. Randell Harrison was the Principal in Charge, and Ryan O'Kane was the Project Manager.

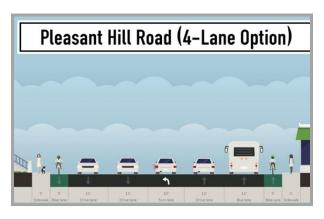
Project: Pleasant Hill Road Complete Street Improvement Project

Client: City of Pleasant Hill

Contacts: Mario Moreno

City Engineer (925) 671-5252

HEI developed 2 geometric alternatives for improving this major arterial within the existing curb lines. Based on public outreach and multiple presentations, the option that provided the highest efficiency for vehicular traffic was chosen. The project was divided into two phases, a locally funded phase and a federally funded phase. The project also involved median reconstruction, pavement rehabilitation, landscaping and irrigation, lighting and signal improvements. Construction will be completed in 2020 at an estimated cost of \$4,000,000. Randell was the Project Manager, and Kevin Wheat the Project Engineer.





Project: Concord Various Street Pavement Preservation

Client: City of Concord

Contact: Mr. Bernard Enrile

Associate Civil Engineer

(925) 671-3031



This federal aid project involved the rehabilitation of 2 major collector streets. HEI performed design work that involved identifying digout repairs, cold plane and asphalt concrete inlay, restriping to accommodate buffered bike lanes, replacement of detector loops, construction of a new speed table, and use of HMA and rubberized HMA. Randell Harrison was Principal in Charge and Ryan O'Kane was the Project Manager. Project started in 2015 with construction complete in the fall of 2016. Construction cost was \$1.0 million.

Project: Sycamore Avenue Pedestrian Improvement Project (2013)

Client: City of Mill Valley
Contact: Cecilia Zamora, PE

(415) 699-8076

HEI provided the PS&E for this Federal Aid pedestrian improvement project, which involves the construction of a bike path connecting the multi-use path on Camino Alto to the Sausalito-Mill Valley bike path. Randell Harrison was Principal in Charge and Project Manager. Project started in 2013 with construction completed in the fall of 2014. Construction cost was \$380K.



Project: Camino Tassajara and Crow Canyon Road Pavement Rehabilitation Ph. 1 and 2

Client: Town of Danville
Contact: Mr. Steven Jones, PE

City Engineer (925) 314-3339



Harrison Engineering led the project team for this Federal Aid funded project to rehabilitate the pavement of 5.2 miles on two of Danville's major arterials. Phase I included signal modification plans that used alternative signal detection technology. Challenges on the project include the evaluation of various rehabilitation strategies to maximize the project impact within the budget. The project funding includes federal money administered through Caltrans Local Assistance. Randell Harrison was Principal in Charge and Project Manager. The phase I project started in 2007 with construction of phase 2 completed in the fall of 2016. Construction cost was \$5.2 million.

Project: Commerce Avenue Complete Street Project

Client: City of Concord
Contact: Mr. Bernard Enrile

Associate Civil Engineer

(925) 671-3031

HEI recently completed the design of this \$1.9M Federal Aid Complete Street Project that rehabilitated the pavement, installed fiber optic conduits, designed ADA compatible driveways, added share the road markings, replaced detector loops, adjusted pedestrian push buttons and curb ramps. Project just received the authorization for construction (E-76), and is planned for 2020 construction.



Sonoma Boulevard (SR 29) HSIP Project

Client: City of Vallejo
Contact: Jill Mercurio

City Engineer (now at City of San Pablo)

(510)215-3061

This "Road Diet" project for the City of Vallejo, which will convert the four lane roadway (SR29) with parking into a two lane roadway with parking, median turn lane, and bike lanes. HEI prepared the NEPA documents, technical memos, utility and right of way certifications, encroachment permit application, and the PS&E through Final Bid Documents. Air quality conformity was an important NEPA environmental issue to overcome on this project due to the increased traffic delays. This HSIP project started in 2013 and is expected to be completed in 2019. Fehr and Peers performed traffic studies to support the "Road Diet". The construction cost is estimated to be \$280K.



Market Street and San Pablo Avenue HSIP Project

Client: City of Oakland

Contact: Ade Oluwasago, PE/TE

(510) 238-6103

HEI provided the PS&E for this Federal Aid HSIP-Cycle 7 project prepared to enhance pedestrian safety throughout both the Market Street and San Pablo Avenue corridors through geometric (curb extensions, median refuges), striping (high visibility ladder crosswalk and advanced yield markings where not already provided, bicycle lane gap closure, right-turn lane striping, and green skip-striping to improve bicycle safety), signing (R1-5 Yield Here to Pedestrians), and rectangular rapid flashing beacons (RRFBs). Randell Harrison is Principal in Charge and Ryan O'Kane is Project Manager. The project was recently submitted to Caltrans Permits for final encroachment permit review and to Local Assistance for Authorization for Construction. Construction is anticipated to begin at the end of 2020. Construction cost is estimated at \$3.8M.

Safe Routes to School Infrastructure in the Cities of Benicia and Vallejo at 7 Schools

Client: City of Vallejo
Contact: Sam Kumar

Senior Engineer (707) 648-4432

HEI provided the PS&E for this Federal Aid project funded through the Active Transportation Program (ATP) and is effectively a "Safe Route to School (SR2S)" project. Pedestrian infrastructure improvements will be constructed at seven schools in Vallejo and Benicia (two schools in Vallejo and five schools in Benicia). The proposed project includes improvements on Caltrans Right of Way at two locations: Sonoma Boulevard (SR29) and pedestrian tunnel lighting upgrades at Interstate 780. The scope of the project includes: sidewalk improvements, ADA curb ramps, high visibility ladder style crosswalks, curb bulb-outs at intersections, and pedestrian countdown heads. HEI prepared the plans and estimate for the Vallejo sites and prepared the specifications for Vallejo and Benicia. Randell Harrison is Principal in Charge and Ryan O'Kane is Project Manager. Construction is anticipated to begin in summer of 2020. Construction cost is estimated at \$3.3M.



Project Understanding

The project will design safety improvements to the intersections of Church Lane and Willow Road, and El Portal Drive and Mission Bell Road. Both intersections were identified as experiencing a high frequency of vehicular collisions involving pedestrians or cyclists. The selected Consultant will prepare the final bid document package and other documents required to meet the federal grant requirements.

Project Approach

HEI's project management team, Randell and Ryan, work collaboratively on projects in order to work more efficiently and provide better client service. The key to this collaborative management style is communication, which has always been the cornerstone of HEI success. Randell will be the primary point of contact overseeing the subconsultants and providing general project oversight, while Ryan will manage the project data, work product, and HEI staff. This system of management makes it possible for HEI to shift management resources to complete tasks on schedule.

In order to maintain and manage the project, the lines of communication must be well established. All project communications shall be directed through HEI's project manager so that project progress can be monitored at all times.

HEI manages its total workload by maintaining a spreadsheet of projects and deliverables. This spreadsheet is reviewed at Monday morning meetings so staff can plan and work efficiently during the week. At these meetings, staff duties are reallocated to meet deadlines and complete deliverable on schedule. An accurate and realistic project schedule is the roadmap we follow for coordinating and completing the project on time, meeting all milestones and managing expectations.

Local Assistance Approach

HEI is familiar with the Local Assistance process and procedures, and is ready to complete all of the forms necessary to obtain the E-76 authorization. HEI knows the requirements and expectations of Caltrans Local Assistance, since we have been through the processes on dozens of projects since founding the firm in 2001. HEI has typically completed 2 to 3 federally funded Local Assistance Projects each year for the past several years. The Local Assistance processing for this project appears straightforward.

Design Approach

HEI has extensive experience with similar federal aid projects and understands the pedestrian safety concepts needed to improve our communities, while taking into consideration vehicular movements in the intersections. Inexperienced designers tend to focus on the project intent (pedestrian safety in this case) and forget to consider the impacts to other users (vehicle turning movements) that end in improvements that create new conflicts. HEI will check vehicle turning movements to ensure this does not happen.

Design Elements

There are many design elements to consider for these types of projects that HEI's experienced designers recognize are important. Some of those elements include:

- ✓ Consideration of utility and right of way constraints.
- ✓ Proper application of ADA requirements and standards (e.g. maximum slopes, minimum widths, maximum ramp lengths, and landing requirements).



- ✓ Recognizing appropriate geographical constraints to ADA compliance.
- ✓ Recognizing when pavement areas should be reconstructed for conforms.
- ✓ Consideration of drainage and grading improvements to eliminate any water ponding.
- ✓ Implementation of green infrastructure where appropriate.
- ✓ Ensuring the alignment for vehicular path of travel conforms to standards.

Design Standards

Following design standards is an important practice to mitigate liability for the City and the designer. Careful documentation for not following the regional design standards is critical, if not achievable.

- AASHTO Policy on Geometric Design 7th Edition
- CAMUTCD California Manual on Uniform Traffic Control Devices 2014 Edition Revision 5
- NACTO Urban Bikeway Design Guide
- 2010 ADA Standards for Accessible Design
- Caltrans Design Information Bulletin (DIB) 82-06
- U.S. Access Board's "Public Right of Way Access Guide" (PROWAG)
- Caltrans Highway Design Manual
- Caltrans 2018 Standard Plans and Specifications

Green Infrastructure

Due to requirements of the Municipal Regional Permits for stormwater discharge, the implementation of Green Infrastructure (GI) improvements is being required on new projects; however, the implementation of these types of facilities may not be geographically compatible with the project site constraints. Landscaping elements will also be considered in conjunction with GI. Both intersections are classified as hydrologic soil group C, which exhibit slow infiltration properties and generally require a subdrain system in order to function.

HEI will evaluate opportunities to add GI as mentioned in the RFP. There are several factors that will determine the viability of installing GI:

	Can the watershed area be diverted to the GI facility? The area to be treated should be 25 times the GI facility area. Or inversely, the GI area should be 4% of the watershed area.
	Can the Hydrologic Soil Group accommodate infiltration? Or can a subdrain system be installed and connected to a local storm drain system?
	Are there mature trees or other resources in the GI area that would be adversely affected by construction of the facilities?
	Has funding for operations and maintenance of the facility been accounted for?
	o Bioretention soil passes water quickly and doesn't disperse the water throughout the soil, requiring frequent watering of plants for survival.
	o Bioretention soils and plants require replacement every 5-10 years.
	 Trash needs to be removed from the facilities several times per year.
П	Has adequate land been acquired for the facility?



Project Constraints

Because HEI <u>only</u> works on municipal projects, we are extremely aware of the constraints and issues typically encountered when working in a public right of way. From our decades of experience working in public roadway corridors, including the City of San Pablo, we work to identify these constraints early in the project to avoid major redesign work as the project progresses. We obtain all known utility mapping, clearly identify the right of way limitations, determine if there are any maintenance issues that can be rectified, and determine if design standards can be applied. We also walk, photograph, and investigate the alignments for anomalies that might identify a project constraint. All constraints are identified before we begin laying out the design.

Utilities

HEI will diligently identify and search out all available utility mapping within the project corridors. The mapping will be added to our CADD database and included on the drawings. All conflicts or potential conflicts will be identified and tabulated in a spreadsheet. HEI will prepare utility relocation notices for all utilities that need to be relocated. This data will also be used for the Right of Way Certification. Caltrans considers the following City owned facilities as utilities and will not allow the relocation costs for these facilities to participate in the use of federal funds: Street Lights, Water, and Sanitary Sewer facilities; this means that local funds must be used to adjust any of these facilities if necessary.

High Risk utilities on this project include High Risk Pipelines, and may include other underground high voltage electric facilities. When there is excavation over these facilities, the facilities must be positively located by potholing. A contract amendment will be require for hiring a pothole contractor to do the necessary potholing, once all utilities have been identified.

Right of Way

Quiet River Land Services initial task will be to obtain current, available, recorded maps to define the record right- of-way width and locations. This parcel/Right-of-way data will be uploaded and provided to the field crew for use in the field survey phase of the project and used in the Mapping phase of the project. QRLS field crews will locate relevant, existing street monuments and property corners (if any) in close proximity to the project street alignment to help in the determination of the right-of-way lines. QRLS will also perform the topographic survey.

Biological Resources

HEI will carefully observe the site conditions and identify any trees, streams, or other potential wildlife habitat that can lead to problems. For example, migratory birds or bats may seasonally inhabit urban structures such as bridges or trees, leading to restrictions on construction schedule and special monitoring requirements.

Storm Drainage Issues

HEI requests that the City's Project Manager contact maintenance staff to determine if there are any drainage related issues in the project vicinity. Poor drainage can affect pedestrian safety and it often makes sense to correct any problems with the project design.



Workscope Tasks

TASK 1 - PROJECT MANAGEMENT, MEETINGS & COORDINATION

Harrison Engineering Inc. shall provide project management services to assure delivery of the project on schedule, within budget, and according to the established project goals.

Project management shall also include active coordination with the City.

- Consultant will meet with the City to review the project scope of work, schedule and submittals for the project. This initial pre-project meeting will also address project coordination and responsibilities and define key project issues and goals.
 - Additional meetings will be on an as needed basis to clarify items or review submittals.
- Supervise, coordinate, and monitor project design for conformance with standards and policies.
 - Maintain project files in Caltrans format.
 - Prepare monthly invoices.
- Prepare correspondence and memos. If requested, HEI will provide reports of progress to the City Project Manager on a monthly basis.

TASK 2 - UTILITY COORDINATION

HEI will gather and assemble all available data from the City, including record drawings, reports, available utility maps, utility plans, survey monument data, assessor's maps, right of way maps, etc.

HEI will identify surface utility conflicts. It is anticipated that all utility adjustments costs will be covered by franchise agreement or as described in the Streets and Highways Code Section 670-695. HEI will prepare utility relocation letters for printing on City letterhead.

This task will also provide as a notice to utility companies of the potential rehabilitation streets to determine if there are any utility improvements planned for these streets.

TASK 3- FIELD RECONNAISSANCE

HEI staff will field review the project area and make notations and measurements for the following features:

- Assess curb ramp conditions
- Features in the alignments of paths, walls and paving work.
- Utility and drainage surface features
- Assess drainage facilities

TASK 4 - CALTRANS LOCAL ASSISTANCE COORDINATION

HEI will assist the City in coordinating with Caltrans to obtain the funding authorization for the construction phase of the project. This work includes assistance with the completion of the PES and FR forms, identified Technical Memoranda, PS&E Certification, and Right of Way and Utility Certification.

The Local Assistance forms and items that need to be completed, in order to complete the process for the E-76 Request for Construction Authorization include:

TASK 4.1 HEI will assist the City in preparation of the Technical Memoranda for the following topics as requested by Caltrans:



- a. Traffic Duration of construction, traffic control and driveway access.
- b. Air Quality-MTC PM2.5 email (by City)
- c. Water Quality Resources (BMPs)
- d. Biological Resources (Migratory Bird Treaty Act Compliance)

Unless indicated by supplemental Tasks, most of these memoranda are limited to less than two pages in length each.

TASK 4.2 Various Federal Forms:

- Special Provision *Boilerplate for Local Assistance projects*. This boilerplate will need to be edited and merged with the City's format for the project specific special provisions. The City may already have an approved sample specification that meets the Federal requirements.
- *PS&E Checklist*. This form helps the DLAE review the special provisions for compliance with the Federal requirements for the project. HEI will assist the City in preparation of this form once the Final PS&E is completed.
- Request for Authorization and Finance Letter. This task represents the final Local Assistance document prior to receiving Caltrans authorization to bid the project. HEI will assist the City in preparation of the Request for Authorization (E-76) document, which need to be printed on City Letterhead and signed by authorized City staff. The Finance Letter, which needs to accompany the E-76, is usually best prepared by City staff, which has all the budget and accounting information readily available.

TASK 4.3 Right of Way Certification

• *Project Engineer's Certification of Right of Way and Utility Facilities.* If there is no planned excavation deeper than 6-inches in depth, then a project is exempt from the utility mapping and potholing requirements per Appendix LL of the Local Assistance Procedures Manual. Because of the uncertainty of existing underground utilities at this time, we are including a contingency for underground locating by an appropriately licensed contractor.

TASK 5 – UTILITY POTHOLING (NOT INCLUDED IN SCOPE OF WORK)

Once the utilities have been mapped, HEI will identify the high-risk utilities and notify the City for the need to perform potholing.

The LAPM requires potholing of "high risk" utilities, when excavating near those facilities. Potholing will be required to verify clearance to satisfy the Right of Way (Utility) Certification. Because all potential conflicts have not yet been identified, we are including an allowance to hire a contractor to perform those services which we believe to be sufficient for the project. We have worked with a variety of companies for this work and will seek out a firm based on availability and performance.

TASK 6- TOPOGRAPHIC SURVEY AND RIGHT OF WAY SUPPORT (QRLS)

Quiet River Land Services, Inc., (QRLS) will perform Land Surveying and Mapping services for the project. QRLS will perform the following tasks:

A. General Right-of-Way Research and Computations in Office: This Initial task includes obtaining and assessing relevant current, available, recorded maps and data available in the public record and as supplied to our office by the City of San Pablo, and to begin the review and assessment of the record alignment of portions record right-of-way lines of each (both) street segments/intersections.



- B. Project Control/ Obtaining Street Right-of-Way Monumentation: QRLS field crew will look for and locate the relevant, existing street monuments as shown in the public record and if any supplied by the City of San Pablo. Those monuments will be used to help position Right-of-way lines may become/establish the basis for the Project Coordinates and Rotation/Basis of Bearings for the various project intersections. Note that this is **not** a property boundary survey project. In addition, QRLS will establish a secondary set of project control points from which the Topographic Survey work will be accomplished. Also, Static GPS survey will be utilized at various control points to establish elevation Benchmarks at each of the sites.
- C. Topographic Survey: QRLS will perform a detailed, design-grade topographic survey of the two specified Intersections as depicted in the attached Scope of Work Exhibits. Surveys/Maps to include: curb & gutter lines, ac and concrete pavement grades, Sidewalks back of walk, crosswalks, crown and conform grade points, intersection features and details, HC ramps, medians, curb cuts, striping, and various relevant visible utilities like, street light poles, traffic signals, manholes, clean-outs, drain inlets, utility poles and guy anchors, fire hydrants, vaults, risers and cabinets as needed/as relevant. Note: The survey does NOT intend to include each and every utility vault and box, etc. located in the sidewalks. Also, this survey proposal does NOT include the services of underground utility location/marking company.
- D. Office Review, Analysis and Digital AutoCAD Mapping: Subsequent to the completion of the field survey of the intersection, QRLS will process the field survey data, create a digital, scale topographic map utilizing and merging the topographic mapping data from the field survey with the record parcel/right-of-way data and relevant Control Points. The map will be prepared in AutoCAD .dwg files. Stamped, signed original sheets of the topographic survey can be made available, however it is expected that the main product will be electronic maps, field data and photos transmitted to Harrison Engineering, Inc. electronically via e-mail

E. Equipment, Methods and Datums: QRLS will:

- a.) Utilize Robotic electronic total station, Static and RTK GPS equipment to collect and record field data, establish horizontal and vertical control points.
- b.) Utilize a combination of cross-section and radial topography to obtain topographic information of the intersection.
- c.) Utilize various software programs to reduce, process, analyze, compute and adjust the field data and mapping information.
- d.) Basis of Elevations will be Static GPS NAVD 1988 Datum
- e.) Basis of Bearings will be California State Plane Coordinates or based completely on City of Concord control data supplied to our office and checked in the field.

F. CAVEAT EMPTOR:

- a. This proposal does not include the purchase of Title Reports.
- b. This proposal does not include the services of an underground utility locating service.
- c. This proposal does not include the setting of any property corners or right-of-way/Street monuments or monument wells.
- d. This proposal does not include the cost of encroachment permit fees, bonds, or special assessments; special classes, equipment or safety requirements, or any as yet unspecified fees.
- e. This proposal does not include construction staking.



TASK 7-GREEN INFRASTRUCTURE & LANDSCAPE FEASIBILITY MEMO

HEI will perform a Green Infrastructure and Landscape Feasibility Evaluation based on the criterion listed in our approach section. It is anticipated that this will be no more than a 2-page document.

Deliverables: Electronic PDF and Word Versions of Report

TASK 8 – ELECTRICAL DESIGN (Y&C)

60% Electrical Design

Y&C will obtain electronic base plan and as-built lighting plan for the El Portal Drive/Mission Bell Road intersection from Harrison Engineering Inc. (HEI) and verify them in the field. Y&C will also use VISUAL software to prepare photometric analysis and layout intersection safety lights. Based on the photometric analysis, Y&C will prepare 60% plans, specifications, and cost estimate (PS&E) for intersection safety lights and solar-powered Rectangular Rapid Flashing Beacons (RRFB) at the El Portal Drive/Mission Bell Road intersection.

90% Electrical Design

Y&C will respond to the City's comments on 60% Submittal and prepare 90% electrical PS&E for lighting and RRFB.

100% (Final) Electrical PS&E

Y&C will respond to the City's comments on 90% Submittal and prepare 100% electrical PS&E for lighting and RRFB.

Bid Support

Y&C will answer questions from the bidders and assist City staff in issuing bid addendum.

Deliverables:

- One sheet of 1"=40' lighting/RRFB plan
- One sheet of no scale electrical details
- Technical Specifications and Construction Cost Estimate

TASK 9 - 60% PLANS AND ESTIMATE

The 60% Plan submittal shall include title sheet, typical sections, layouts and pavement delineation. Notation will be shown on the plans to define the work. Base maps will be prepared incorporating data from the field reconnaissance including locations of curb and gutter, sidewalk, and curb ramp replacement. A detailed estimate with appropriate contingency will be included with this submittal. Plan sheets anticipated for this submittal for 60% P&E City review includes:

Description	No. of Sheets
Title Sheet	1
Typical Sections	1
Layout Plans (20 Scale)	2
Drainage & Utility Plans	2
Striping & Signing Plans (20 Scale)	2
Construction Details	<u>1</u>
Total	9 Sheets

Deliverables: Flectronic PDF Version of Submittal



TASK 10 - 90% PLANS, SPECIFICATIONS AND ESTIMATE

HEI will develop a detailed design for the street rehabilitation. Curb ramps will be shown schematically with reference to the appropriate City/Caltrans curb ramp case. Driveways will be designed using the topographic survey data. The plans will contain all necessary details to convey the whole intent of the design with all necessary construction details. Specifications shall contain all necessary sections arranged in City format, covering all pay items. Water pollution control plan requirements will be included in the project specification and require that the contractor prepare and implement the plan. Estimates shall reflect actual work and quantities shown on the plans.

Deliverables: Electronic PDF Version of Submittal

TASK 11 - BID DOCUMENTS (100%)

The Bid Document submittal shall consist of print ready plans and special provision, which incorporates comments received on the 90% submittal.

HEI will perform a thorough review of the contract documents prior to bid advertisement to ensure the project is constructible and biddable. The primary goal of these reviews is to identify and resolve ahead of time any construction issues that may result in claims and change orders down the line.

HEI will deliver 22x34-inch bond original drawings and print ready specifications for both projects to the City for reproduction of bid sets.

Deliverables: PDF Version of Submittal and if requested Print Ready Plans and Specifications printed on 22"x34" bond paper

TASK 12 - BID SUPPORT

HEI will provide assistance during the bid period. This shall include assisting the City in responding to bidder inquiries, the preparation of addendums, as required, bid analysis for recommendation of award, and coordinate and attend the pre-construction meeting.

				Q tr 2, 2	020			Q tr 3, 20	020		Qtr 4, 20	20		Qtr 1, 20
ID	Task Name	Duration	Mar	Apr	N	lay	Jun	Jul	Aug	Sep	O ct	Nov	Dec	Jan
1	Kickoff Meeting	0 days			4	5/11								
2	Topographic Survey and R/W Mapping	15 days			5/18		6/5							
3	Utility Mapping Coordination	30 days			5/11		6/	19						
4	NEPA Documents	40 days			•	\pm		•						
5	Preparation of Tech Memos	10 days			5/11	5/2	2							
6	Caltrans Review of Tech Memos	15 days			5/	25	6/12							
7	NEPA Complete	0 days						♦ 7/3						
8	Design Phase	115 days				•	—							
9	60% P&E	30 days				6/8			17					
10	City Review	10 days						7/20	7/31					
11	Pothole High Risk Utilities	5 days							8/24	8/28				
12	Prepare R/W and Utility Certification	10 days							9	9/14	9/25			
13	90% P&E	25 days						7/24		8/27				
14	City Review	10 days							8/28	9/10				
15	100% Plans, Specifications and Estimates	30 days							9	11	1	0/22		
16	City Review	10 days									10/23	11/5		
17	Bid Set PS&E	5 days									11/0	11/1	12	
18	Bid Docs Complete	0 days										1	1/13	
19	E-76 Request	40 days									11/0	5		12/31
20	Authorization to Advertise	0 days												*





Resumes

Randell T. Harrison, P.E., QSD - Principal in Charge

Registration: Registered Professional Civil Engineer in the State of California, No. C46646.

Education: BS in Civil Engineering from University of California at Berkeley, 1986.

Certification: Qualified SWPPP Developer, CA Cert. No. 738

Professional Organizations: American Public Works Association (APWA), East Bay Municipal Engineers

(EBME), and Engineers Without Borders (EWB)

Randell Harrison is the principal owner of the firm and has over 30 years of experience in flood control, municipal, and transportation engineering. He started his professional career working for Great Lakes Dredge and Dock Company in early 1987, traveling along the West Coast as the project engineer for Corps of Engineers port and channel dredging projects. He was later offered a position at Contra Costa County Public Works Department, where he worked for 5 years in the Flood Control, Design, and Construction Divisions. In 1992, Mr. Harrison began work for a municipal engineering firm, where he continued working on drainage, highway, and municipal roadway improvement projects. In 2001, Randell started Harrison Engineering, a consulting engineering firm dedicated to providing design services to public works agencies.

Project Experience:

Hearst Avenue Complete Street Project (Berkeley): Randell is the principal in charge for this \$2.5M Complete Street project in the City of Berkeley, adjacent to the University of California campus. The purpose of this project is to shift the roadway focus to bicycles, pedestrians and transit, while still accommodating automobiles. HEI managed the NEPA environmental clearance on this Local Assistance project, which required archeological excavations (ASR), and HPSR due to historic properties in the corridor. Project reinvented the 35% plans with the additions of parking protected bike lanes and bus islands.

HSIP Sonoma Boulevard Project (Vallejo): Randell is the principal in charge for this striping and slurry project. The project will implement a road diet, reducing lanes from 4 to 3 with bike lanes and traffic loops. HEI completed the various Caltrans documents including the PES and field review forms, and technical memoranda.

Oak Park and Patterson Boulevards Intersection Improvements (Pleasant Hill): Randell was the Project Manager for this \$400,000 HSIP grant funded intersection signalization project in the City of Pleasant Hill. Project included installation of new curb and sidewalk, reconstruction of storm drain facilities, curb ramps and realignment of crosswalks. In addition to the design, HEI was tasked with preparing the Caltrans Local Assistance documentation, civil design, and compiling the project special provisions using the Caltrans "boilerplate".

<u>Camino Tassajara and Crow Canyon Road Rehabilitation (Danville):</u> Harrison Engineering led the project team for this \$4.2M SAFETEA-LU funded project to rehabilitate 5.2 miles of pavement on two of Danville's major arterials. Cornerstone Earth Group completed the deflection testing and pavement recommendations for the project. Challenges on the project include reconstructing steep sidewalks to ADA standards, and implementation of various cost effective rehabilitation strategies. The project funding included federal money administered through Caltrans Local Assistance.

Broadway Avenue Traffic Calming (San Pablo): HEI provided civil engineering design services for this \$660,000 project. The purpose of the project was to rehabilitate the existing pavement, upgrade curb ramps and driveways to ADA compliance, and provide traffic calming measures to reduce average vehicular speeds through this high volume pedestrian area. The project involved removing the existing 3" AC surfacing and replacing it with 4" of new AC, pavement "digouts" to replace base failures, raised crosswalks, restriping to reduce lane widths, reconstruction of curb ramps and driveways for ADA compliance, and tree planting.



Appian Way Rehabilitation Phases 1 & 2 (Pinole): Randell was the City project coordinator and civil project manager for this \$800K Pavement Rehabilitation Project on Appian Way between Michael Drive and Tara Hills Drive. Work included rubberized asphalt concrete, ADA improvements for curb ramps, and detector loops. The project included alternate bid items for alternative pavement section and an alternate bid for a segment of the project. Project was a "Local Assistance" Project, partially located within Caltrans Right of Way for Interstate 80, requiring an Encroachment Permit. Construction was completed in the late fall of 2007. Harrison Engineering was subsequently selected to design the Phase 2 Rehabilitation of Appian Way from Tara Hills Drive to San Pablo Avenue; the project is waiting on authorization to bid. The project funding included federal money administered through Caltrans Local Assistance. The road striping was reconfigured to accommodate turn pockets, traffic calming measures, and delineated shoulders for bicycle use.

Buchanan Road Rehabilitation (Pittsburg): Harrison Engineering completed the design for this \$1,000,000 rehabilitation and widening project, which was over 2 miles of a major arterial roadway in the City of Pittsburg. The project rehabilitated the existing pavement and widened to accommodate bicycle lanes along the entire route. The Project involved a pavement study and rehabilitation cost analysis. The project required reconfiguration of pavement striping to accommodate bike lanes and maintain existing on street parking. The project funding included federal money administered through Caltrans Local Assistance.

<u>Treat Boulevard & Oak Grove Plaza Signal Improvements (Concord)</u>: Randell was the Project Manager for this HES grant funded project in the City of Concord. The project involved the construction of a new signal at the intersection of two driveway intersections with Treat Boulevard, one of which was a Fire Station. The signal required emergency vehicle activation, video detection, signal interconnect and lighting.

<u>School Traffic Calming (Mill Valley):</u> Randell was the Senior Project Manager for this state-funded traffic calming project, which involves the reconfiguration of the Park Elementary School intersection to improve pedestrian accessibility across from Park Elementary School with the use of curb bulb outs, striping, and signal modifications. The project also involved storm drainage improvements to accommodate the curb bulb outs and calculations to assess known flooding issues. The project was constructed in 2014.

"Randell Harrison and Ryan O'Kane have consistently managed HEI's projects and kept them on-track, resolved project constraints, and met the City's expectations for project delivery. I recommend HEI without hesitation and would not hesitate to hire them again."
—Sean Rose, Town of Woodside



T. Ryan O'Kane, PE - Senior Project Manager

Registrations: Registered Professional Engineer in the State of California, No. 73275

Education: BS in Civil Engineering, Virginia Tech, Blacksburg, VA, 1999

Certification: Qualified SWPPP Developer, CA Cert. No. 25339

Professional Organizations: American Public Works Association (APWA) and EBME

Ryan O'Kane has over twenty years of experience in project management and civil engineering design in the public and private sector. Prior to HEI, he worked on a variety of private and public projects for Wilsey Ham and Washington Group International. In August of 2012, Ryan completed the Federal Aid Series of Caltrans Local Assistance Training. Ryan is a great communicator and pleasant to work with.

Project Experience:

Hearst Avenue Complete Street Project (Berkeley): Ryan is the project manager for this \$2.5M Complete Street project in the City of Berkeley, adjacent to the University of California campus. The purpose of this project is to shift the roadway focus to bicycles, pedestrians and transit, while still accommodating automobiles. HEI managed the NEPA environmental clearance on this Local Assistance project, which required archeological excavations (ASR), and HPSR due to historic properties in the corridor. The project reinvented the 35% plans with the additions of parking protected bike lanes and bus islands.

HSIP Sonoma Boulevard Project (Vallejo): Ryan is the project manager for this striping and slurry project. The project will implement a road diet, reducing lanes from 4 to 2 with a center turn lane, bike lanes, and traffic loops. Ryan prepared the Local Assistance documents including the PES and field review forms, technical memoranda, and provided assistance to the City for other documents required for the NEPA clearance.

<u>Concord Various Streets – OBAG Funded (Concord):</u> Ryan was the project manager for this \$1M pavement rehabilitation project on two arterials in the City of Concord on Concord Boulevard and Arnold Industrial Way. HEI prepared the required Caltrans Local Assistance documentation and PS&E for the project. Restriping of the project was done to incorporate bicycle facilities to the maximum extent possible based on public input received.

<u>City of Berkeley On-Call Services (Since June 2013):</u> Ryan served as the project manager for these projects:

<u>2015 Pavement Rehabilitation</u> – Prepared PS&E for \$2.2 Million Pavement Rehabilitation and Curb Ramp replacement project.

Berkeley Way/Henry Street Parking Lot Rehabilitation Project: Prepared PS&E for contract change order to ongoing pavement rehabilitation contract.

<u>FY15 Drainage and Valley Gutter Improvements</u> Ryan oversaw the design and preparation of the PS&E package. Ryan coordinated with utility companies for locating and relocation of utilities in conflict with the proposed improvements. Ryan also provided construction support for the City to help with design questions and preparation of the punchlist at the completion of the project for the following intersections:

- Fresno and Sonoma Drainage Improvements
- Bonita and Berkley Way Valley Gutter Improvements, Curb Ramp Reconstruction, & Pavement Rehabilitation
- Fulton and Oregon Valley Gutter Improvements, Curb Ramp Reconstruction, & Pavement Rehabilitation



<u>Franquette Avenue Pedestrian and Bike Trail Connector (Concord):</u> Ryan is the project manager for this pedestrian and bike pathway gap closure project. Curb ramps and driveways were updated to ADA standards. Class III shared bike lane striping and signage was added to Franquette Avenue. Ryan oversaw the plan preparation and prepared the special provisions and estimate. Ryan also prepared the Caltrans Encroachment Permit package and responded to Caltrans comments.

<u>Bolinas Avenue Safe Pathways to School (Ross):</u> Ryan is the Project Manager for the design of this state-funded pedestrian pathway improvement and traffic calming project, which included signing and striping, stormwater infiltration and storage, curb bulb outs, curb ramps, and signal modifications. Ryan's duties included field review, oversight of the base drawings, direction of the design, and preparation of special provisions. Construction completed in the summer of 2013.

<u>Tiburon Pavement Rehabilitation 2013-2014 (Tiburon):</u> Ryan was the Project Manager for this pavement rehabilitation project, which involves pavement rehabilitation at six streets. Ryan led the determination of the rehabilitation treatment and extents at each location, the development of bid documents, and is currently providing bid and construction support. Ryan managed the project's design and coordinate with the project team subconsultants. Ryan also provided construction management services.

<u>Lyford Drive Multimodal Parking Lot (Tiburon)</u>: Ryan took over this \$800,000 grant-funded project to wrap up the final design, estimates and special provisions. The project involved constructing a reinforced modular retaining wall to create a new 48 space parking facility adjacent to State Route 131 partially located within Caltrans right-of-way. The project required preparation of a PEER, Design Exception, and a Storm Water Data Report for submission to Caltrans with the Encroachment Permit application. Due in part to the extensive cut and fill required, the project included coordination with PG&E to underground overhead lines, Marin Municipal Water District to lower a water main, and AT&T to lower underground facilities.

Buena Vista and Parkside Drive SRTS Project (Walnut Creek): Ryan took over this project to wrap up the final design and special provisions. The project involves roadway widening, sidewalks, curb and gutter, a reinforced modular retaining wall, drainage improvements, and culverting an existing stream through the project site.

FY's 2012 Street Rehabilitation and Safety Improvement Projects, Packages A, B, and C (San Anselmo): Ryan was the Project Manager for the design of this Town-wide pavement rehabilitation project. Package C included a state-funded Safe Paths to School Project on Butterfield Road. All three packages included constructing sidewalks, curb and gutter, curb ramps, and a variety of roadway rehabilitation designs. Ryan's duties include preparation of special provisions, oversight of the base drawings, direction of the design, and field review of streets.

"HEI's extensive knowledge of public works is invaluable... They pay careful attention to details, have requisite knowledge and experience, and deliver a work product that is accurate and reliable. We have always been pleased with the results."

-Michael Stella, City of San Leandro (formerly)

	EST. HOURS ESTIMATED FEE												
											TOTAL	TASK TOTAL	
					HEI	Calc. usi	ng fully loa	aded rates	+profit		for	for	TEAM
TASK	PIC	SPM	SDE-II	ADM	LABOR	PIC	SPM	SDE-II	ADM	Reim.	HEI	Subconsultant	TOTAL
					HOURS	294.30	262.31	134.36	111.96				
Project Management, Meetings & Coordination	32	4		8.0	44	9,418	1,049	0	896		11,363		11,363
2 Utility Coordination		6	12		18	0	1,574	1,612	0		3,186		3,186
3 Field Reconaissance	2	4	8		14	589	1,049	1,075	0		2,713		2,713
4 Caltrans Local Assistance Coordination													
4.1 Technical Memoranda	1	8			9	294	2,099	0	0		2,393		2,393
4.2 Right of Way Certification	1	4			5	294	1,049	0	0		1,344		1,344
4.3 Request for Authorization (E-76)	1	8			9	294	2,099	0	0		2,393		2,393
Topographic Survey and Right of Way Engineering (QRLS)												8,840	8,840
6 Utility Potholing (Not in Scope)													
7 Green Infrastructure Report (C.3)		4	8		12	0	1,049	1,075	0		2,124		2,124
8 Electrical Design (Y&C)												10,350	10,350
9 60% P&E	4	8	80		92	1,177	2,099	10,748	0		14,024		14,024
10 90% PS&E	4	32	40		76	1,177	8,394	5,374	0		14,946		14,946
11 Bid Documents	12	8	12		32	3,532	2,099	1,612	0		7,242		7,242
12 Bid Support		8	8		16	0	2,099	1,075	0		3,173		3,173
Reimbusable Expenses										910	910		910
Contingency													4,000
Total	57	94	168	8.0	327	16,775	24,658	22,572	896	910	65,810	19,190	89,000

EXHIBIT 10-H1 COST PROPOSAL

ACT Note: Mark-ups are Not All	lowed Prime	SIGN, ENGINI Consultant		ND ENVIRONMENT ubconsultant	'AL STUDIES)
Consultant: <u>Harrison</u>	Engineering Inc.				
Project No. HSIPL-53	803 (020) Contract N	No		Date	May 26, 2020
DIRECT LABOR					
Classification/Title	Name	I	Hours	Actual Hourly	Rate Total
Sen. Proj. Mngr 2	Randell Harrison		57	\$ 92.00	\$5,244.00
Sen. Proj. Mngr 1	Ryan O'Kane		94	\$ 82.00	\$7,708.00
Sen. Design Engr 2	Tyler Pejza		168	\$ 42.00	\$7,056.00
Admin Assistant	Maxine Flores		8	\$ 35.00	\$280.00
FIXED FEE	c) TO e:86.99%) e) Total Frir 8%) strative (Rate:%) i) Ge j) To k) TOTAL F	nge Benefits [g) Overhead n & Admin [OTAL INDI	(c) x (d)] (c) x (f)] (c) x (h)] RECT C	\$\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\	(b)] \$ 20,288.00 (c) (a) \$ 20,288.00 (c) (a) \$ 36,147.13 (d) [a) \$ 8,465.27
	THER DIRECT COSTS (ODC) iption of Item	- ITEMIZE Quantity	(Add ad Unit		necessary) Total
Mileage Costs	ipuon oi item	200	Miles	\$0.60	\$120.00
Outside Printing		-	-	At Cost	\$340.00
Printing		300	SF	\$1.50	\$450.00
Contingency		1	LS	\$4,000	\$4,000.00
	ΓS' COSTS (Add additional pag Transportation Consultants	,		DIRECT COSTS	\$ 4,910 \$ 10,350 \$ 8,840

$n) \ \textbf{TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS} \ [(l) + (m)] \\$ \$ <u>24,100</u>

TOTAL COST [(c) + (j) + (k) + (n)]\$89,000

NOTES:

- 1. All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
- 2. The cost proposal format shall not be amended. Indirect cost rates should be based on consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.

 3. Anticipated salary increases calculation (page 2) must accompany.

EXHIBIT 10-H1 COST PROPOSAL

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

- 1. Generally Accepted Accounting Principles (GAAP)
- 2. Terms and conditions of the contract
- 3. Title 23 United States Code Section 112 Letting of Contracts
- 4. 48 Code of Federal Regulations Part 31 Contract Cost Principles and Procedures
- 5. <u>23 Code of Federal Regulations Part 172</u> Procurement, Management, and Administration of Engineering and Design Related Service
- 6. 48 Code of Federal Regulations Part 9904 Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement. Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Randell T. Harrison

Title *: President

Date of Certification: May 26, 2020

Email: Randell@Harrison-Engineering.com

Phone Number: 925-691-0450 x 101

Address: 1987 Bonifacio Street, Concord, CA 94520

List services the consultant is providing under the proposed contract:

- Project Management
- Civil Engineering Design
- Environmental Services (limited)

^{*}An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

Exhibit CFederal Contract Provisions

Exhibit C Federal Contract Provisions

Federally Funded Projects. This Project is funded in whole or in part by federal funds and subject to the following federal requirements under the terms of the funding agreement(s) between City and the federal agency or agencies providing federal funds, which are fully incorporated by this reference and made part of the Agreement. Copies of any funding agreement between City and a funding agency will be made available upon request. In the event of any conflict or inconsistency between Exhibit C, Exhibit D, if applicable, and this Agreement, Exhibit C will control.

- 1. **Equal Opportunity.** If this Agreement is for public works, during the performance of this Agreement, the Consultant agrees as follows:
 - (A) The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 - (B) The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
 - (C) The Consultant will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision will not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Consultant's legal duty to furnish information.
 - (D) The Consultant will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the labor union or workers' representatives of the Consultant's commitments under this section, and will post copies of the notice in conspicuous places available to employees and applicants for employment.

- (E) The Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the United States Secretary of Labor.
- (F) The Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the United States Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the United States Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (G) In the event of the Consultant's noncompliance with the nondiscrimination clauses of this Agreement or with any of the rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further federal government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the United States Secretary of Labor, or as otherwise provided by law.
- (H) The Consultant will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (H) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the United States Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Consultant will take such action with respect to any subcontract or purchase order as the City or funding agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided*, however, that in the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the City or funding agency, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.
- 2. <u>Davis-Bacon Act.</u> If this Agreement is for public works, Consultant will pay wages to laborers and mechanics, not less than once a week, and at a rate not less than the current federal prevailing wages specified in the Davis-Bacon Act Wage Determination attached hereto and incorporated herein. By entering into this Agreement, Consultant accepts the attached Wage Determination. The current Davis-Bacon Act Wage Determination, dated April 17, 2020, is attached as *Attachment 1* at the end of Exhibit C.
- 3. **Copeland "Anti-Kickback" Act.** If this Agreement is for public works, Consultant will comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 CFR Part 3 as may be applicable, which are incorporated by reference into this Agreement. Consultant and subcontractors must insert this requirement into subcontracts of any tier. Consultant is responsible for compliance with these requirements by each subcontractor of any tier.
- 4. <u>Contract Work Hours and Safety Standards Act</u>. In addition to the California state law requirements, Consultant and each subcontractor must comply with the requirements of the federal Contract Work Hours and Safety Standards Act, as set forth in 40 U.S.C. 3701-3708, as supplemented by the regulations set forth in 29 CFR Part 5, as may be amended from time to time, which are fully incorporated herein, including:

- (A) No Consultant or subcontractor will require or permit any laborer or mechanic performing Work for the Project to work in excess of 40 hours in a work week 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 during that work week.
- (B) If Consultant or a subcontractor violates this requirement, the Consultant and any responsible subcontractor will be liable for the unpaid wages. In addition, the Consultant and subcontractor will be liable to the United States for liquidated damages. The liquidated damages will be computed with respect to each individual worker as specified under federal law.
- (C) Consultant and subcontractors must insert this requirement into subcontracts of any tier. Consultant is responsible for compliance with these requirements by each subcontractor of any tier.
- 5. Rights to Inventions. If the federal funding for this Agreement meets the definition of "funding agreement" under 37 CFR section 401.2(a) and constitutes an agreement between the City and a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency, will apply to this Agreement and are fully incorporated into the Agreement by this reference.
- 6. <u>Clean Air Act.</u> If the Agreement is for an amount in excess of \$150,000, Consultant and each subcontractor must comply with the requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401-7671q), which are fully incorporated into the Agreement by this reference, including requirements for reporting violations to the awarding agency and the applicable Regional Office for the Environmental Protection Agency. Consultant and subcontractors must insert this requirement into subcontracts of any tier in excess of \$150,000.
- 7. **Federal Water Pollution Control Act.** If the Agreement is for an amount in excess of \$150,000, the requirements of the Federal Water Pollution Control Act (33 U.S.C. §§ 1251-1387) apply to this Agreement and are fully incorporated into the Agreement by this reference, including requirements for reporting violations to the awarding agency and the applicable Regional Office for the Environmental Protection Agency requirements for reporting violations. Consultant and subcontractors must insert this requirement into subcontracts of any tier in excess of \$150,000.
- 8. <u>Suspension and Debarment</u>. Consultant is required to verify that neither it, nor its principals, as defined at 2 CFR section 180.995, or its affiliates, as defined at 2 CFR section 180.905, are excluded or disqualified, as defined at 2 CFR sections 180.935 and 180.940. Consultant must comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, and must include a provision requiring compliance with these regulations in any subcontract of any tier. If it is later determined that the Consultant did not comply with the applicable subparts, the Federal Government may pursue available remedies, including, but not limited to, suspension and/or debarment. By submitting a bid and entering into this Agreement, Consultant agrees to comply with these requirements.
- 9. **Byrd Anti-Lobbying Amendment**. If the Agreement is for an amount in excess of \$100,000, Consultant must comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352)

and file the certification provided at 44 CFR Part 18, Appendix A, and any disclosures, with the applicable federal agency. Each tier certifies to the tier above that it will not and has not used federal-appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier will also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures will be forwarded from tier to tier up to the recipient.

- 10. **Procurement of Recovered Materials.** The requirements of section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962, apply to this Agreement and are fully incorporated into the Agreement by this reference. For individual purchases of \$10,000 or more, Consultant will make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired (A) competitively within the Agreement schedule, (B) in conformance with Agreement performance requirements, or (C) at a reasonable price. Information on this requirement, including a list of EPA-designated items, is available at the EPA's Comprehensive Procurement Guidelines website: https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.
- 11. **Small and Minority Businesses.** When procuring subcontractors, Consultant must take all necessary affirmative steps pursuant to 2 CFR § 200.321(b), subject to the limitations of law, to ensure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps must include:
 - (A) Placing qualified small and minority businesses and women's business enterprises on solicitation lists.
 - (B) Assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources.
 - (C) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises.
 - (D) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises.
 - (E) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Exhibit C Attachment 1 - Davis-Bacon Wage Determination April 17, 2020

"General Decision Number: CA20200018 04/17/2020

Superseded General Decision Number: CA20190018

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 \$10.80 for calendar year 2020 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 \$10.80 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 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). 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 Date
0	01/03/2020
1	01/10/2020
2	01/24/2020
3	01/31/2020
4	02/07/2020
5	03/06/2020
6	03/13/2020
7	04/17/2020

ASBE0016-004 01/01/2019

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
Asbestos Removal worker/hazardous material 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		9.27 9.27
ASBE0016-008 01/01/2020		
AREA 1: ALAMEDA, CONTRA COSTA, MO FRANSICO, SAN MATEO, SANTA CLARA,	-	ITO, SAN
AREA 2: CALAVERAS, COLUSA, FRESNO MERCED, SAN JOAQUIN, STANISLAU, &		, MARIPOSA,
	Rates	Fringes
Asbestos Workers/Insulator (Includes the application of all insulating materials, Protective Coverings, Coatings, and Finishes to all types of mechanical systems) Area 1	\$ 54.26	23.39 23.39 N MATEO & SANTA
AREA 2: REMAINING COUNTIES		
	Rates	Fringes
BOILERMAKER Area 1	\$ 39.68	37.91 35.71
BRCA0003-001 08/01/2019	Pates	- Eningos
MARBLE FINISHER	Rates	Fringes
BRCA0003-003 08/01/2019	•	16.45
BKC40003-003 00/01/2019	Pates	- Eningos
MARBLE MASON	Rates \$ 49.42	Fringes 27.86
BRCA0003-005 05/01/2019	•	

/

	Rates	Fringes
BRICKLAYER		
(1) Fresno, Kings,		
Madera, Mariposa, Merced (7) San Francisco, San	\$ 41.88	22.19
Mateo	\$ 42.34	25.83
(8) Alameda, Contra		
Costa, San Benito, Santa Clara	¢ 11 16	21.71
(9) Calaveras, San	p 44.10	21.71
Joaquin, Stanislaus,		
Toulumne		20.76
(16) Monterey, Santa Cruz		23.49
BRCA0003-008 07/01/2019		
	Rates	Fringes
	Naces	11 Inges
TERRAZZO FINISHER	\$ 37.58	17.33
TERRAZZO WORKER/SETTER		
BRCA0003-011 04/01/2019		
BNCA0003-011 04/01/2019		
AREA 1: Alameda, Contra Costa, Mo Francisco, San Mateo, Santa Clara	•	enito, San
AREA 2: Calaveras, San Joaquin, S	tanislaus, Tuc	olumne
AREA 3: Fresno, Kings, Madera, Ma	ninosa Moncos	1
ARLA 3. FI esilo, Kiligs, Madel a, Ma	i iposa, merceo	ı
	Rates	Fringes
TILE FINISHER		
Area 1	\$ 29.94	16.38
Area 2		14.30
Area 3	\$ 26.58	15.65
Tile Layer		
Area 1		19.16
Area 2	•	16.81 18.58
	•	10.30
CARP0022-001 07/01/2019		
San Francisco County		
	Rates	Fringes
	Naces	ritilges
Carpenters		
Bridge Builder/Highway		
Carpenter	\$ 50.50	30.20
Hardwood Floorlayer,		
Shingler, Power Saw Operator, Steel Scaffold &		
Steel Shoring Erector, Saw	\$ 50.65	30.20

CARP0034-001 07/01/2019

Journeyman Carpenter.....\$ 50.50

Millwright.....\$ 50.60

Rates Fringes

30.20

31.79

Diver

Assistant Tender, ROV	
Tender/Technician\$ 49.75	33.40
Diver standby\$ 55.73	33.40
Diver Tender \$ 54.73	33.40
Diver wet\$ 99.27	33.40
Manifold Operator (mixed	
gas)\$ 59.73	33.40
Manifold Operator (Standby).\$ 54.73	33.40

DEPTH PAY (Surface Diving):

050 to 100 ft \$2.00 per foot 101 to 150 ft \$3.00 per foot 151 to 220 ft \$4.00 per foot 221 ft.-deeper \$5.00 per foot

SATURATION DIVING:

The standby rate shall apply until saturation starts. The saturation diving rate applies when divers are under pressure continuously until work task and decompression are complete. The diver rate shall be paid for all saturation hours.

DIVING IN ENCLOSURES:

Where it is necessary for Divers to enter pipes or tunnels, or other enclosures where there is no vertical ascent, the following premium shall be paid: Distance traveled from entrance 26 feet to 300 feet: \$1.00 per foot. When it is necessary for a diver to enter any pipe, tunnel or other enclosure less than 48"" in height, the premium will be \$1.00 per foot.

WORK IN COMBINATION OF CLASSIFICATIONS:

Employees working in any combination of classifications within the diving crew (except dive supervisor) in a shift are paid in the classification with the highest rate for that shift.

CARP0034-003 07/01/2019

	Rates	Fringes
Piledriver	\$ 50.75	33.40

CARP0035-007 07/01/2019

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		
Installer I	\$ 27.46	22.14
Installer II	\$ 22.18	20.42
Lead Installer	\$ 30.91	22.64

Master Installer\$ Area 2	35.13	22.64
Installer I\$	24.81	22.14
Installer II\$		20.42
Lead Installer\$	27.78	22.64
Master Installer\$	31.41	22.64
Area 3		
Installer I\$	23.86	22.14
Installer II\$	19.24	20.42
Lead Installer\$	26.66	22.64
Master Installer\$	30.08	22.64

CARP0035-008 08/01/2019

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

	Kates	Fringes
Drywall Installers/Lathers:		
Area 1	\$ 50.50	30.64
Area 2	\$ 44.62	30.64
Area 3	\$ 41.02	29.15
Area 4	\$ 43.77	30.64
Drywall Stocker/Scrapper		
Area 1	\$ 25.25	17.86
Area 2	\$ 22.31	17.86
Area 3	\$ 20.51	16.88
Area 4	\$ 21.89	17.86

CARP0152-001 07/01/2019

Contra Costa County

	Rates	Fringes
Carpenters Bridge Builder/Highway Carpenter Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw	\$ 50.50	30.20
Filer Journeyman Carpenter Millwright	\$ 50.50	30.20 30.20 31.79

CARP0152-002 07/01/2019

San Joaquin County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway		
Carpenter	\$ 50.50	30.20

Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw		
Filer	t 44 77	30.20
Journeyman Carpenter		30.20
Millwright	47.12	31.79
CARP0152-004 07/01/2019		
Calaveras, Mariposa, Merced, Stan	islaus and Tuol	umne Counties
	Rates	Fringes
Carpenters Bridge Builder/Highway Carpenter	5 50.50	30.20
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw		
Filer		30.20
Journeyman Carpenter		30.20
Millwright		31.79
CARP0217-001 07/01/2019		
San Mateo County		
	Rates	Fringes
Carpenters Bridge Builder/Highway Carpenter	5 50.50	30.20
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold &		
Steel Shoring Erector, Saw	t	20. 20
FilerS Journeyman Carpenter		30.20 30.20
Millwright		31.79
CARP0405-001 07/01/2019		
Santa Clara County		
Janea Clara Councy	Dotos	Fringe
	Rates	Fringes
Carpenters Bridge Builder/Highway		
Carpenter	5 50.50	30.20
Filer		30.20
Journeyman Carpenter		30.20
Millwright		31.79
CARP0405-002 07/01/2019		
San Benito County		

Rates Fringes

Carpenters		
Bridge Builder/Highway Carpenter Hardwood Floorlayer, Shingler, Power Saw	\$ 50.50	30.20
Operator, Steel Scaffold & Steel Shoring Erector, Saw		
Filer		30.20
Journeyman Carpenter		30.20
Millwright	\$ 47.12	31.79
CARP0505-001 07/01/2019		
Santa Cruz County		
	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter Hardwood Floorlayer, Shingler, Power Saw	\$ 50.50	30.20
Operator, Steel Scaffold & Steel Shoring Erector, Saw		
Filer		30.20
Journeyman Carpenter		30.20
Millwright	\$ 47.12	31.79
CARP0605-001 07/01/2019		
Monterey County		
	Rates	Fringes
Carpenters		
Bridge Builder/Highway	<i>t</i>	20. 20
Carpenter Hardwood Floorlayer,	\$ 50.50	30.20
Shingler, Power Saw		
Operator, Steel Scaffold &		
Steel Shoring Erector, Saw	.	20.00
Filer Journeyman Carpenter		30.20
Millwright		30.20 31.79
CARP0701-001 07/01/2019		
Fresno and Madera Counties		
	Rates	Fringes
Carpenters		
Bridge Builder/Highway	4 50 50	20. 20
Carpenter Hardwood Floorlayer,	Þ 50.50	30.20
Shingler, Power Saw		
Operator, Steel Scaffold &		
Steel Shoring Erector, Saw	4 . .	
Filer		
January C		30.20
Journeyman Carpenter Millwright	\$ 43.27	30.20
Journeyman Carpenter Millwright	\$ 43.27	

CARP0713-001 07/01/2019

Carpenters Bridge Builder/Highway Carpenter\$ 50.50 30.20 Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer\$ 50.65 30.20 Journeyman Carpenter\$ 50.50 30.20 Millwright\$ 50.60 31.79		Rates	Fringes	
Carpenter\$ 50.50 30.20 Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer\$ 50.65 30.20 Journeyman Carpenter\$ 50.50 30.20	•			
Steel Shoring Erector, Saw Filer\$ 50.65 30.20 Journeyman Carpenter\$ 50.50 30.20	CarpenterHardwood Floorlayer, Shingler, Power Saw		30.20	
Journeyman Carpenter\$ 50.50 30.20	•			
· ·	Filer	\$ 50.65	30.20	
Millwright \$ 50.60 31.79	Journeyman Carpenter	\$ 50.50	30.20	
	Millwright	\$ 50.60	31.79	

CARP1109-001 07/01/2019

Kings County

	Rates	Fringes
Carpenters Bridge Builder/Highway Carpenter Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw	.\$ 50.50	30.20
Filer	\$ 43.27	30.20 30.20 31.79

ELEC0006-004 12/01/2018

SAN FRANCISCO COUNTY

	Rates	Fringes
Sound & Communications		
Installer	40.52	3%+19.05
Technician	46.60	3%+19.05

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 06/01/2019

SAN FRANCISCO COUNTY

Rates Fringes

ELECTRICIAN...... 74.50 3%+33.715

ELEC0100-002 03/01/2020

FRESNO, KINGS, AND MADERA COUNTIES

Rates Fringes

ELECTRICIAN.....\$ 39.75 24.09

ELEC0100-005 12/01/2019

FRESNO, KINGS, MADERA

	Rates	Fringes
Communications System		
Installer	\$ 35.25	20.86
Technician	\$ 40.54	21.02

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 12/23/2019

MONTEREY, SAN BENITO AND SANTA CRUZ COUNTIES

	Kates	Fringes
ELECTRICIAN		
Zone A	\$ 51.47	26.64
Zone B	\$ 56.62	26.80

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 12/01/2018

MONTEREY, SAN BENITO, AND SANTA CRUZ COUNTIES

	Rates	Fringes
Sound & Communications		
Installer	\$ 40.02	19.75
Technician	\$ 46.02	19.75

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

FOOTNOTE: Fire alarm work when installed in raceways

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

ELEC0302-001 02/25/2019

CONTRA COSTA COUNTY

	Rates	Fringes
CABLE SPLICER	•	26.06
ELECTRICIAN	.\$ 53.76	25.86

ELEC0302-003 12/01/2018

CONTRA COSTA COUNTY

	Rates	Fringes
Sound & Communications		
Installer	\$ 38.42	19.70
Technician	\$ 44.18	19.88

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 06/01/2019

SANTA CLARA COUNTY

	Rates	Fringes
CABLE SPLICER	\$ 78.60	38.564
ELECTRICIAN	\$ 68.52	38.256

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 12/01/2019

SANTA CLARA COUNTY

	kates	Fringes
Sound & Communications		
Installer	\$ 42.93	21.08
Technician	\$ 49.37	21.28

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 06/01/2019

ALAMEDA COUNTY

	Rates	Fringes
CABLE SPLICER	•	3%+36.82 3%+36.82

ELEC0595-002 06/01/2019

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
CABLE SPLICER	\$ 43.99	7.75%+24.83
(1) Tunnel work		7.75%+24.83 7.75%+24.83

ELEC0595-006 12/01/2019

ALAMEDA COUNTY

Rates Fringes

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 12/01/2019

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
Communications System		
Installer	\$ 35.25	3%+20.22
Technician	\$ 44.06	3%+20.22

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 06/01/2019

SAN MATEO COUNTY

ELECTRICIAN.....\$ 63.00 37.68

ELEC0617-003 12/01/2019

SAN MATEO COUNTY

	Rates	Fringes
Sound & Communications		
Installer	\$ 42.93	21.09
Technician	\$ 49.37	21.28

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 06/01/2019

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES

	Rates	Fringes
ELECTRICIAN	\$ 40.25	3%+22.83
CABLE SPLICER = 110% of Journey	man Electrician	
ELEC0684-004 12/01/2019		

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES

	Rates	Fringes
Communications System		
Installer	\$ 35.25	20.86
Technician	\$ 40.54	21.02

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.

Rates

Fringes

ELEC1245-001 01/01/2020

LINE	CONSTRUCTION		
	<pre>(1) Lineman; Cable splicer\$</pre>	58.09	19.74
	(2) Equipment specialist		
	(operates crawler		
	tractors, commercial motor		
	vehicles, backhoes,		
	trenchers, cranes (50 tons		
	and below), overhead &		
	underground distribution		
	line equipment)\$	46.40	18.55
	(3) Groundman\$	35.47	18.17
	(4) Powderman\$	51.87	18.79

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

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ELEV0008-001 01/01/2020

	F	Rates	Fringes
ELEVATOR	MECHANIC\$	69.78	34.765+a+b

FOOTNOTE:

a. 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. b. PAID HOLIDAYS: New Years Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

ENGI0003-001 06/24/2019

SEE AREA DEFINITIONS BELOW

Rates

Fringes

[&]quot;"AREA 1"" WAGE RATES ARE LISTED BELOW

[&]quot;"AREA 2"" RECEIVES AN ADDITIONAL \$2.00 PER HOUR ABOVE AREA 1 RATES.

GROUP 1	OPERATOR: Power Equipment	
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Cranes	Truck Crane Oiler\$ 38.98	30.39
Hydraulic		20.20
Oiler\$ 36.14 30.39		
	Truck Crane Oiler\$ 38.71	30.39

GROUP 4	
Cranes\$ 39.01	30.39
GROUP 5	
Cranes\$ 35.13	30.39
OPERATOR: Power Equipment	
(Tunnel and Underground Work	
- 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 (self-propelled floating); Ross Carrier (construction site); Rotomist operator; Self-propelled tape machine; Shuttlecar; Self-propelled power sweeper operator (includes vacuum sweeper); Slusher operator; Surface heater; Switchperson; Tar pot firetender; Tugger hoist, single drum; Vacuum cooling plant; Welding machine (powered other than by electricity)

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

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(2) Dredge Dozer; Heavy	\$ 44.77	31.25
duty repairman (3) Booster Pump	\$ 39.81	31.25
Operator; Deck Engineer; Deck mate; Dredge Tender; Winch		
Operator	\$ 38.69	31.25
Fireman; Leveehand; Oiler AREA 2:	\$ 35.39	31.25
(1) Leverman(2) Dredge Dozer; Heavy	\$ 46.77	31.25
duty repairman(3) Booster Pump	\$ 41.81	31.25
Operator; Deck Engineer; Deck mate; Dredge Tender; Winch		
Operator(4) Bargeman; Deckhand;	\$ 40.69	31.25
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

1

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

Rates

Fringes

ENGI0003-019 07/26/2017

SEE AREA DESCRIPTIONS BELOW

OPERATOR:	Power Equipment		
(LANDSCAPE	WORK ONLY)		
GROUP	1		
	1\$		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 07/01/2019 Fringes Rates Ironworkers: Fence Erector.....\$ 33.58 24.66 Ornamental, Reinforcing

PREMIUM PAY:

and Structural.....\$ 40.00

33.30

\$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

LAB00067-002 01/01/2020

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

	Rates	Fringes
Asbestos Removal Laborer		
All Counties	\$ 24.00	11.30
LABORER (Lead Removal)		
Area A	\$ 31.81	24.61
Area B	\$ 30.81	24.61

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.

LAB00073-002 06/25/2018

CALAVERAS AND SAN JOAQUIN COUNTIES

Rates	Fringes
ABORER (TRAFFIC CONTROL/LANE	
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	¢ 21 20	22.20	
Mason Tender-Brick	» 31.20	22.20	_

Rates

Fringes

LAB00073-005 06/25/2018

	naces	11 =11803
Tunnel and Shaft Labore	ers:	
	\$ 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 Special:	ist\$ 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

LAB00073-007 06/25/2018

CALAVERAS AND SAN JOAQUIN COUNTIES

Rates	Fringes
.\$ 30.49	23.20
	Rates .\$ 30.49

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 classifications. ABORER (GARDENERS,	

LABO HORTICULTURAL & LANDSCAPE

I ABORERS)

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)

LAB00073-009 07/01/2018

CALAVERAS AND SAN JOAQUIN COUNTIES

Rates Fringes

LABORER (Plaster Tender)......\$ 32.02 23.00

Work on a swing stage scaffold: \$1.00 per hour additional.

LAB00261-003 06/25/2018

SAN FRANCISCO AND SAN MATEO COUNTIES

Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE	
CLOSURE)	
Escort Driver, Flag Person\$ 20.54	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.

LAB00261-005 06/25/2018

SAN FRANCISCO AND SAN MATEO COUNTIES

	ı	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
Shotcr	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

LAB00261-009 06/25/2018

	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 lab	orer classific	ations.
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)

LAB00261-011 05/01/2018

SAN FRANCISCO AND SAN MATEO COUNTIES:

FOOTNOTES: Underground work such as sewers, manholes, catch basins, sewer pipes, telephone conduits, tunnels and cut trenches: \$5.00 per day additional. Work in live sewage: \$2.50 per day additional.

LAB00261-014 07/01/2017

SAN FRANCISCO AND SAN MATEO COUNTIES:

Work on a swing stage scaffold: \$1.00 per hour additional.

LAB00270-003 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.

LAB00270-004 06/25/2018

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

	R	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
Shotcr	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

LAB00270-005 07/01/2018

MONTEREY AND SAN BENITO COUNTIES

	Rates	Fringes	
LABORER Mason Tender-Brick	\$ 31.20	22.20	
LAB00270-007 06/25/2018			

MONTEREY, SAN BENITO, AND SANTA CRUZ, COUNTIES

GROUP 4.....\$ 28.54

Fringes
23.20
23.20
23.20
23.20
23.20
23.20
23.20
23.20
23.20
tions.
23.20
23.20
22.31
22.31
22.31

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)

Rates

Fringes

LAB00270-010 06/25/2018

SANTA CLARA COUNTY

	Naces	11 Inges
LABORER (CONSTRUCTION CRAFT LABORERS - AREA A:)		
· · · · · · · · · · · · · · · · · · ·		
Construction Specialist	4	
Group		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	\$ 30.64	23.20
GROUP 3		23.20
GROUP 4		23.20
See groups 1-b and 1-d under		ations.
LABORER (GARDENERS,		
HORTICULTURAL & LANDSCAPE		
LABORERS - AREA A:)		
(1) New Construction	\$ 30 5 <i>1</i>	23.20
(2) Establishment Warranty		23.20
		23.20
Period	24.25	23.20
LABORER (GUNITE - AREA A:)	4 22 ==	00.04
GROUP 1		22.31
GROUP 2		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.

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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)

LAB00270-011 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.

LAB00294-001 07/01/2018

FRESNO, KINGS AND MADERA COUNTIES

	Rates	Fringes	
LABORER (Brick) Mason Tender-Brick	\$ 31.20	22.20	
LAB00294-002 06/25/2018			_

FRESNO, KINGS, AND MADERA COUNTIES

Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)	
Escort Driver, Flag Person\$ 29.5	4 23.65
Traffic Control Person I\$ 29.8	
Traffic Control Person II\$ 27.3	4 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.

LAB00294-005 06/25/2018

FRESNO, KINGS, AND MADERA 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
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

LAB00294-008 06/25/2018

FRESNO, KINGS, AND MADERA COUNTIES

		Rates	Fringes
LABORERS - Constr Group. GROUP GROUP GROUP GROUP GROUP	ONSTRUCTION CRAFT AREA B:) Fuction Specialist	30.49 329.79 30.01 529.84 30.34 30.37	23.20 23.20 23.20 23.20 23.20 23.20 23.20

23.20			
23.20			
See groups 1-b and 1-d under laborer classifications.			
LABORER (GARDENERS,			
LABORERS - AREA B:)			
23.20			
23.20			
22.31			
22.31			
22.31			
22.31			
LABORER (WRECKING - AREA B:)			
23.20			
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)

LAB00294-010 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.

----- per a shiring seage searroids. \$2100 per mour dualetonair.

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.

......

LAB00304-002 06/25/2018

ALAMEDA COUNTY

	Kates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person	\$ 30.54	23.65
Traffic Control Person I		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.

LAB00304-003 06/26/2017

ALAMEDA COUNTY

	Rates	Fringes
Tunnel and Shaft Labore	rs:	
GROUP 1	\$ 36.60	24.83
GROUP 2	\$ 36.37	24.83
GROUP 3	\$ 36.12	24.83
GROUP 4	\$ 35.67	24.83
GROUP 5	\$ 35.13	24.83
Shotcrete Speciali	st\$ 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

LAB00304-004 06/25/2018

ALAMEDA COUNTY

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA A:) Construction Specialist		
Group	31 49	23.20
GROUP 1		23.20
GROUP 1-a		23.20
GROUP 1-c		23.20
GROUP 1-e		23.20
GROUP 1-f		23.20
GROUP 2		23.20
GROUP 3		23.20
GROUP 4		23.20
See groups 1-b and 1-d under lab		
LABORER (GARDENERS,	orer classific	actons.
HORTICULTURAL & LANDSCAPE		
LABORERS - AREA A:)		
(1) New Construction	20 54	23.20
	30.34	23.20
(2) Establishment Warranty		22.20
Period	24.23	23.20
LABORER (GUNITE - AREA A:)	. 20 75	22 24
GROUP 1		22.31
GROUP 2		22.31
GROUP 3		22.31
GROUP 4	5 29.54	22.31
LABORER (WRECKING - AREA A:)		
GROUP 1		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"".

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)

LAB00304-005 05/01/2018

ALAMEDA COUNTY

	R	ates	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.

LAB00304-008 07/01/2017

ALAMEDA AND CONTRA COSTA COUNTIES:

		Races	FLITINGES
Plasterer	tender\$	34.70	23.11

Work on a swing stage scaffold: \$1.00 per hour additional.

LAB00324-002 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.

LAB00324-006 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

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

Rates

Fringes

LAB00324-012 06/25/2018

CONTRA COSTA COUNTY

	NG CC5	11211863
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		23.20
GROUP 1-f		23.20
GROUP 1-g		23.20
GROUP 2		23.20
GROUP 3		23.20
GROUP 4	· · • - · · -	23.20
See groups 1-b and 1-d under		
LABORER (GARDENERS,		
HORTICULURAL & LANDSCAPE		
LABORERS - AREA A:)		
(1) New Construction	¢ 30 51	23.20
(2) Establishment Warranty		23.20
Period		23.20
LABORER (GUNITE - AREA A:)	24.23	25.20
GROUP 1	¢ 20 75	22.31
GROUP 2	•	22.31
GROUP 4		22.31
GROUP 4	\$ 29.54	22.31
LABORER (WRECKING - AREA A:)	4 22 =2	22.22
GROUP 1		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

LAB00324-014 05/01/2018

CONTRA COSTA 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.

LAB00324-018 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.

LAB01130-002 06/25/2018

MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE 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.

LAB01130-003 06/26/2017

MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE COUNTIES

	Rates	Fringes
Tunnel and Shaft La	borers:	
GROUP 1	\$ 36.60	24.83
GROUP 2	\$ 36.37	24.83
GROUP 3	\$ 36.12	24.83
GROUP 4	\$ 35.67	24.83
GROUP 5	\$ 35.13	24.83
Shotcrete Spec	ialist\$ 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

LAB01130-005 07/01/2018

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES

	Rates	Fringes
_ABORER		
Mason Tender-Brick	\$ 31.20	22.20

LAB01130-007 06/25/2018

MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE, COUNTIES

Rates	Fringes
LABORER (CONCERNICATION CRAFT	
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\$ 29.37	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 classit	fications.
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.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling

C: for the cleaning of salvage material at the jobsite or

GUNITE LABORER CLASSIFICATIONS

temporary jobsite yard.

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

and moving to the next point of erection"".

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)

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 01/01/2019

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

Rates Fringes

Painters:.....\$ 42.67 24.03

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 01/01/2020

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.....\$ 51.51 27.39 AREA 2.....\$ 47.38 25.99

PAIN0016-012 01/01/2019

ALAMEDA, CONTRA COSTA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA AND SANTA CRUZ COUNTIES

	Rates	Fringes	
SOFT FLOOR LAYER		27.43	
PAIN0016-015 01/01/2019			
CALAVERAS, MARIPOSA, MERCED, SAN	JOAQUIN, STANIS	SLAUS & TUOLUMNE	
COUNTIES			
	Rates	Fringes	
PAINTER Brush	.\$ 33.68	20.24	
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 01/01/2019			
SAN FRANCISCO COUNTY			
	Rates	Fringes	
PAINTER	.\$ 46.29	24.03	
PAIN0169-001 01/01/2020			
FRESNO, KINGS, MADERA, MARIPOSA	AND MERCED COUNT	TIES:	
	Rates	Fringes	
GLAZIER	•	26.76	
PAIN0169-005 07/01/2019			
ALAMEDA CONTRA COSTA, MONTEREY, S MATEO, SANTA CLARA & SANTA CRUZ O		FRANCISCO, SAN	
	Rates	Fringes	
GLAZIER	.\$ 50.62	29.10	
PAIN0294-004 01/01/2020			
FRESNO, KINGS AND MADERA COUNTIES	5		
	Rates	Fringes	
PAINTER Brush, Roller	¢ 21 60	19.71	
Drywall Finisher/Taper		25.00	

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FOOTNOTE:

Spray Painters & Paperhangers recive \$1.00 additional per hour. Painters doing Drywall Patching receive \$1.25 additional per hour. Lead Abaters & Sandblasters receive \$1.50 additional per hour. High Time - over 30 feet (does not include work from a lift) \$0.75 per hour additional.

PAIN0294-005 01/01/2020

FRESNO, KINGS & MADERA

	Rates	Fringes	
SOFT FLOOR LAYER	\$ 33.30	21.42	
DATNO767 001 07/01/2010			

PAIN0767-001 07/01/2019

CALAVERAS, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
GLAZIER	\$ 39.06	29.31

PAID HOLIDAYS: New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day.

Employee rquired to wear a body harness shall receive \$1.50 per hour above the basic hourly rate at any elevation.

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Rates

Eninges

PAIN1176-001 07/01/2019

HIGHWAY IMPROVEMENT

'	Naces	ri Tilges
Parking Lot Striping/Highway Marking:		
GROUP 1\$	37.68	15.38
GROUP 2\$	32.03	15.38
GROUP 3\$	32.40	15.38

CLASSIFICATIONS

GROUP 1: Striper: Layout and application of painted traffic stripes and marking; hot thermo plastic; tape, traffic stripes and markings

GROUP 2: Gamecourt & Playground Installer

GROUP 3: Protective Coating, Pavement Sealing

PAIN1237-003 01/01/2020

CALAVERAS; SAN JOAQUIN COUNTIES; STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
SOFT FLOOR LAYER	\$ 39.61	22.59

PLAS0066-002 07/01/2019		
ALAMEDA, CONTRA COSTA, SAN MATEO	AND SAN	FRANCISCO COUNTIES:
	Rates	Fringes
PLASTERER		
PLAS0300-001 07/01/2018		
	Rates	Fringes
PLASTERER AREA 188: Fresno AREA 224: San Benito,	.\$ 32.70	31.68
Santa Clara, Santa Cruz AREA 295: Calaveras & San		31.68
Joaquin Couonties AREA 337: Monterey County.		31.68 31.68
AREA 429: Mariposa, Merced, Stanislaus, Tuolumne Counties	¢ 22 70	21.60
	-	31.68
PLAS0300-005 07/01/2017		
	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER	.\$ 33.49	23.67
PLUM0038-001 07/01/2019		
SAN FRANCISCO COUNTY		
	Rates	Fringes
PLUMBER (Plumber, Steamfitter, Refrigeration Fitter)	.\$ 74.16	43.59
PLUM0038-005 07/01/2019		
SAN FRANCISCO COUNTY		
	Rates	Fringes
Landscape/Irrigation Fitter (Underground/Utility Fitter)	.\$ 63.04	31.48
PLUM0062-001 01/01/2020		
MONTEREY AND SANTA CRUZ COUNTIES		
	Rates	Fringes
PLUMBER & STEAMFITTER	.\$ 44.30	35.19
PLUM0159-001 07/01/2019		
CONTRA COSTA COUNTY		

Plumber and steamfitter

PLUM0246-001 01/01/2020

FRESNO, KINGS & MADERA COUNTIES

Rates Fringes

PLUMBER & STEAMFITTER..... \$41.90 33.89

PLUM0246-004 01/01/2017

FRESNO, MERCED & SAN JOAQUIN COUNIES

Rates Fringes

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

PLUM0342-001 07/01/2018

ALAMEDA & CONTRA COSTA COUNTIES

	Rates	Fringes
PIPEFITTER CONTRA COSTA COUNTY PLUMBER, PIPEFITTER,	\$ 58.68	42.40
STEAMFITTER ALAMEDA COUNTY	\$ 58.68	42.40

PLUM0355-004 07/01/2019

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

	Rates	Fringes
Underground Utility Worker /Landscape Fitter	.\$ 29.00	15.80
PLUM0393-001 07/01/2019		
SAN BENITO AND SANTA CLARA COUNT	IES	
	Rates	Fringes
PLUMBER/PIPEFITTER	\$ 63.91	42.68
PLUM0442-001 01/01/2020		
CALAVERAS, MARIPOSA, MERCED, SAN COUNTIES	JOAQUIN, STANIS	LAUS & TUOLUMNE
	Rates	Fringes
PLUMBER & STEAMFITTER	.\$ 44.50	31.39
PLUM0467-001 07/01/2019		
SAN MATEO COUNTY		
	Rates	Fringes
Plumber/Pipefitter/Steamfitter	.\$ 67.61	36.50
ROOF0027-002 01/01/2020		
FRESNO, KINGS, AND MADERA COUNTIE	ES .	
	Rates	Fringes
ROOFER	.\$ 31.11	14.41
FOOTNOTE: Work with pitch, pitch products or any material contains building old or new, where both used in the application of a bust 2.00 per hour additional.	ining coal tar p n asphalt and pi uilt-up roof or	itch, on any tchers are tear off:
ROOF0040-002 08/01/2019		
SAN FRANCISCO & SAN MATEO COUNTIE	ES:	
	Rates	Fringes
ROOFER		19.44
ROOF0081-001 08/01/2019		
ALAMEDA AND CONTRA COSTA COUNTIES	5:	
	Rates	Fringes
Roofer	•	18.88
ROOF0081-004 08/01/2019		= =

	Rates	Fringes
ROOFER	.\$ 38.28	18.56
ROOF0095-002 08/01/2019		
MONTEREY, SAN BENITO, SANTA CLARA	A, AND SANTA CRU	JZ COUNTIES:
	Rates	Fringes
ROOFER Journeyman Kettle person (2 kettles); Bitumastic, Enameler, Coal Tar, Pitch and Mastic	.\$ 44.49	19.49
worker	.\$ 46.49 	19.49
SFCA0483-001 07/29/2019		
ALAMEDA, CONTRA COSTA, SAN FRANC COUNTIES:	ISCO, SAN MATEO	AND SANTA CLARA
	Rates	Fringes
SPRINKLER FITTER (FIRE)	.\$ 65.52	32.67
* SFCA0669-011 04/01/2020		
CALAVERAS, FRESNO, KINGS, MADERA SAN BENITO, SAN JOAQUIN, SANTA CI COUNTIES:		
	Rates	Fringes
SPRINKLER FITTER	.\$ 38.95	25.63
SHEE0104-001 07/01/2019		
AREA 1: ALAMEDA, CONTRA COSTA, SA	AN FRANCISCO, SA	AN 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	.\$ 61.36 .\$ 50.82	44.62 46.11 35.85 34.07
ANLA 3	·φ σσ•σ,	J T •0/

SHEE0104-003 07/01/2019

CALAVERAS AND SAN JOAQUIN COUNTIES:

	Rates	Fringes
SHEET METAL WORKER	\$ 41.20	36.84
SHEE0104-005 07/01/2019		
MARIPOSA, MERCED, STANISLAUS AN	ND TUOLUMNE C	COUNTIES:
	Rates	Fringes
SHEET METAL WORKER (Excluding metal deck and siding)	\$ 39.09	41.93
SHEE0104-007 07/01/2019		
FRESNO, KINGS, AND MADERA COUNT	ΓIES:	
	Rates	Fringes
SHEET METAL WORKER	\$ 40.03	39.06
SHEE0104-015 07/01/2019		
ALAMEDA, CONTRA COSTA, MONTEREY MATEO, SANTA CLARA AND SANTA CE		
	Rates	Fringes
SHEET METAL WORKER (Metal Decking and Siding only)	\$ 42.33	35.30
SHEE0104-018 07/01/2019		
CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES:		
	Rates	Fringes
Sheet metal worker (Metal decking and siding only)		35.30
TEAM0094-001 07/01/2018		
	Rates	Fringes
Truck drivers: GROUP 1	\$ 31.98 \$ 32.28 \$ 32.63	27.86 27.86 27.86 27.86 27.86
Articulated dump truck; Bulk	cement sprea	nder (with or without

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

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TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Dump trucks, under 6 yds.; Single unit flat rack (2-axle unit); Nipper truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump machine; Fork lift and lift jitneys; Fuel and/or grease truck driver or fuel person; Snow buggy; Steam cleaning; Bus or 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"

Exhibit D

Mandatory Fiscal and Federal Provisions for Architectural and Engineering Consultant Contracts Subject to Caltrans Funding

Exhibit D Mandatory Fiscal and Federal Provisions for Architectural and Engineering Consultant Contracts Subject to Caltrans Funding

Caltrans Funded Agreement. This Agreement is for architectural and/or engineering services funded in whole or in part by Caltrans and subject to the following provisions. In the event of any conflict or inconsistency between Exhibit D and this Agreement, Exhibit D will control.

1. Performance Period (Exhibit 10-R, Article IV).

- A. This Agreement shall go into effect on June 2, 2020, contingent upon approval by City, and Consultant shall commence work after notification to proceed by City's contract administrator. The Agreement shall end on March 31, 2021, unless extended by amendment to the Agreement.
- B. Consultant is advised that any recommendation for Agreement award is not binding on City until the Agreement is fully executed and approved by City.

2. Allowable Costs and Payments (Exhibit 10-R, Article V).

- A. The method of payment for this Agreement will be based on actual cost plus a fixed fee. City will reimburse Consultant for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by Consultant in performance of the work. Consultant will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved Consultant's cost proposal, unless additional reimbursement is provided for by amendment to the Agreement. In no event, will Consultant be reimbursed for overhead costs at a rate that exceeds the City approved overhead rate set forth in the cost proposal. In the event that City determines that a change to the work from that specified in the cost proposal and Agreement is required, the Agreement time or actual costs reimbursable by City shall be adjusted by amendment to the Agreement to accommodate the changed work. The maximum total cost as specified in Paragraph "H" shall not be exceeded, unless authorized by amendment to the Agreement.
- B. In addition to the allowable incurred costs, City will pay Consultant a fixed fee of \$8,465.27. The fixed fee is nonadjustable for the term of the Agreement, except in the event of a significant change in the scope of work and such adjustment is made by amendment to the Agreement.
- C. Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved cost proposal.
- D. When milestone cost estimates are included in the approved cost proposal, Consultant shall obtain prior written approval for a revised milestone cost estimate from the contract administrator before exceeding such cost estimate.
- E. Progress payments will be made monthly in arrears based on services provided and allowable incurred costs. A pro rata portion of Consultant's fixed fee will be included

in the monthly progress payments. If Consultant fails to submit the required deliverable items according to the schedule set forth in the statement of work, City shall have the right to delay payment or terminate this Agreement in accordance with the provisions of Section 3 (Article VI), Termination, of this Exhibit E.

- F. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this Agreement.
- G. Consultant will be reimbursed as promptly as fiscal procedures will permit upon receipt by City's contract administrator of itemized invoices in triplicate. Invoices shall be submitted no later than 45 calendar days after the performance of work for which Consultant is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved cost proposal and shall reference this Agreement number and project title. Final invoice must contain the final cost and all credits due City including any equipment purchased under the provisions of Section 8 (Article XI), Equipment Purchase, of this Exhibit D. The final invoice should be submitted within 60 calendar days after completion of Consultant's work. Invoices shall be mailed to City at the following address:

City Manager 13831 San Pablo Avenue San Pablo, CA 94806

- H. The total amount payable by City including the fixed fee shall not exceed \$89,000.
- I. Salary increases will be reimbursable if the new salary is within the salary range identified in the approved cost proposal and is approved by City's contract administrator.

For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.

3. <u>Termination (Exhibit 10-R, Article VI).</u>

- A. City reserves the right to terminate this Agreement upon thirty (30) calendar days written notice to Consultant with the reasons for termination stated in the notice.
- B. City may terminate this Agreement with Consultant should Consultant fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, City may proceed with the work in any manner deemed proper by City. If City terminates this Agreement with Consultant, City shall pay Consultant the sum due to Consultant under this Agreement prior to termination, unless the cost of completion to City exceeds the funds remaining in the Agreement. In which case the overage shall be deducted from any sum due Consultant under this Agreement and the balance, if any, shall be paid to Consultant upon demand.
- 4. <u>Cost Principles and Administrative Requirements</u> (Exhibit 10-R, Article VII).

- A. Consultant agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the cost allow ability of individual items.
- B. Consultant also agrees to comply with federal procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- C. Any costs for which payment has been made to Consultant that are determined by subsequent audit to be unallowable under 2 CFR, Part 200 and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by Consultant to City.

5. Retention of Records/Audit (Exhibit 10-R, Article VIII).

For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the Agreement pursuant to Government Code 8546.7; Consultant, subconsultants, and City shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the Agreement, including but not limited to, the costs of administering the Agreement. All parties shall make such materials available at their respective offices at all reasonable times during the Agreement period and for four years from the date of final payment under the Agreement. The state, State Auditor, City, FHWA, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of Consultant and its certified public accountants (CPA) work papers that are pertinent to the Agreement and indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

6. Audit Review Procedures (Exhibit 10-R, Article IX).

- A. Any dispute concerning a question of fact arising under an interim or post audit of this Agreement that is not disposed of by agreement, shall be reviewed by City's Chief Financial Officer.
- B. Not later than 30 days after issuance of the final audit report, Consultant may request a review by City's Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute nor its consideration by City will excuse Consultant from full and timely performance, in accordance with the terms of this Agreement.

The provisional <u>indirect cost rates (ICR)</u> will apply to this Agreement and all other agreements executed between City and the Consultant, either as a prime or subconsultant, with the same fiscal period ICR.

7. <u>Subcontracting</u> (Exhibit 10-R, Article X).

- A. Nothing contained in this Agreement or otherwise, shall create any contractual relation between City and any subconsultant(s), and no subcontract shall relieve Consultant of its responsibilities and obligations hereunder. Consultant agrees to be as fully responsible to City for the acts and omissions of its subconsultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by Consultant. Consultant's obligation to pay its subconsultant(s) is an independent obligation from City's obligation to make payments to the Consultant.
- B. Consultant shall perform the work contemplated with resources available within its own organization and no portion of the work pertinent to this Agreement shall be subcontracted without written authorization by City's contract administrator, except that, which is expressly identified in the approved cost proposal.
- C. Consultant shall pay its subconsultants within ten (10) calendar days from receipt of each payment made to Consultant by City.
- D. All subcontracts entered into as a result of this Agreement shall contain all the provisions stipulated in this Agreement to be applicable to subconsultants.
- E. Any substitution of subconsultant(s) must be approved in writing by City's contract administrator prior to the start of work by the subconsultant(s).

8. <u>Equipment Purchase</u> (Exhibit 10-R, Article XI).

- A. Prior authorization in writing, by City's contract administrator shall be required before Consultant enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies, equipment, or consultant services. Consultant shall provide an evaluation of the necessity or desirability of incurring such costs.
- B. For purchase of any item, service or consulting work not covered in Consultant's cost proposal and exceeding \$5,000, three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified, prior to any authorization by City's contract administrator.
- Any equipment purchased as a result of this Agreement is subject to the following: "Consultant shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, City shall receive a proper refund or credit at the conclusion of the Agreement, or if the Agreement is terminated, Consultant may either keep the equipment and credit City in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established City procedures; and credit City in an amount equal to the sales price. If Consultant elects to keep the equipment, fair market value shall be determined at Consultant's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by City and Consultant, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by City." 2 CFR, Part 200 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000 is credited to the project.

9. State Prevailing Wage Rates (Exhibit 10-R, Article XII).

- A. Consultant shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the work.
- B. Any subcontract entered into as a result of this Agreement, if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Section, unless the awarding agency has an approved labor compliance program by the Director of Industrial Relations.
- C. When prevailing wages apply to the services described in the scope of work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See http://www.dir.ca.gov.

10. <u>Conflict of Interest</u> (Exhibit 10-R, Article XIII).

- A. Consultant shall disclose any financial, business, or other relationship with City that may have an impact upon the outcome of this Agreement, or any ensuing City construction project. Consultant shall also list current clients who may have a financial interest in the outcome of this Agreement, or any ensuing City construction project, which will follow.
- B. Consultant hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this Agreement.
- C. Consultant hereby certifies that neither Consultant, nor any firm affiliated with Consultant will bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this Agreement. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.
- D. Except for subconsultants whose services are limited to providing surveying or materials testing information, no subconsultant who has provided design services in connection with this Agreement shall be eligible to bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this Agreement.

11. Rebates, Kickbacks or Other Unlawful Consideration (Exhibit 10-R, Article XIV).

Consultant warrants that this Agreement was not obtained or secured through rebates kickbacks or other unlawful consideration, either promised or paid to any City employee. For breach or violation of this warranty, City shall have the right in its discretion; to terminate the Agreement without liability; to pay only for the value of the work actually performed; or to deduct from the Agreement price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

12. <u>Statement of Compliance</u> (Exhibit 10-R, Article XVI).

- A. Consultant's signature affixed to the Agreement, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that Consultant has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.
- B. During the performance of this Agreement, Consultant and its subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Consultant and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seg.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Consultant and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
- C. The Consultant shall comply with regulations relative to Title VI (nondiscrimination in federally-assisted programs of the Department of Transportation Title 49 Code of Federal Regulations, Part 21 Effectuation of Title VI of the 1964 Civil Rights Act). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the state of California shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.
- D. The Consultant, with regard to the work performed by it during the Agreement shall act in accordance with Title VI. Specifically, the Consultant shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of Subconsultants, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations, including employment practices when the Agreement covers a program whose goal is employment.

13. Debarment and Suspension Certification (Exhibit 10-R, Article XVII).

A. Consultant's signature affixed to the Agreement, shall constitute a certification under penalty of perjury under the laws of the State of California, that Consultant has complied with Title 2 CFR, Part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (nonprocurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or

manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to City.

- B. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining CONSULTANT responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.
- C. Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal Highway Administration.