# County of El Dorado, State of California Department of Transportation

CONTRACT NO. 7377 / CIP No. 36107007

# MEYERS STREAM ENVIRONMENT ZONE/ EROSION CONTROL PROJECT

**THIS AGREEMENT** ("Agreement") approved by the Board of Supervisors this 25<sup>th</sup> day of July, in the year of 2023, made and concluded, in duplicate, between the COUNTY OF EL DORADO, a political subdivision of the State of California, by the, Department of Transportation thereof, the party of the first part hereinafter called "County," and MKD CONSTRUCTION, INC., party of the second part hereinafter called "Contractor."

#### **RECITALS:**

WHEREAS, County has caused the above-captioned Project to be let to formal bidding process; and

WHEREAS, Contractor has duly submitted a bid response for the captioned Project upon which County has awarded this Contract;

NOW, THEREFORE, the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree, each with the other, as follows:

## Article 1. THE WORK

The improvement contemplated in the performance of this Contract is an improvement over which the County shall exercise general supervision. The County, therefore, shall have the right to assume full and direct control over this Contract whenever the County, at its sole discretion, shall determine that its responsibility is so required.

Contractor shall complete the Work as specified or indicated under the Bid Schedule(s) of County's Contract Documents entitled:

# MEYERS STREAM ENVIRONMENT ZONE/ EROSION CONTROL PROJECT

The Project is located in the community of Meyers in South Lake Tahoe. The Project is bordered by the Upper Truckee River on the west and Lake Tahoe Golf Course on the northwest, US Highway 50/ State Route 89 on the south, and Pioneer Trail on a small portion to the east, in eastern El Dorado County, in the Tahoe Basin. The Work to be done is shown on the Plans, described in the Special Provisions and generally consists of, but is not limited to: Construction of erosion control improvements including tree removal, culverts, drainage inlets, rock slope protection, drainage channels, sediment basin, pavement removal, HMA paving, and water line installation. Other items or details not mentioned above, that are required by the plans, Standard Plans, Standard Specifications, or these Special Provisions must be performed, constructed or installed.

#### Article 2. CONTRACT DOCUMENTS

The Contract Documents consist of: the Notice to Bidders; the bid forms which include the accepted Proposal, Bid Price Schedule and Total Bid, Subcontractor List, Section 10285.1 Statement, Section 10162 Questionnaire, Section 10232 Statement, Noncollusion Affidavit, Iran Contracting Act Certification, California Levine Act Certification, Drug Free Workplace Certifications, Opt Out of Payment Adjustments for Price Index Fluctuation form, if elected, Electronic Files Usage Acknowledgment form, if elected, the Contract which includes this Agreement with all Exhibits thereto, including the, the Performance Bond, and Payment Bond, the drawings listed and identified as the Project Plans; the Special Provisions which incorporate by reference

the State of California Department of Transportation (Caltrans) Standard Plans 2018, and Standard Specifications 2018, Revised Standard Specifications, and standard drawings from the Design and Improvement Standards Manual of the County of El Dorado, revised March 8, 1994 including Resolution 199-91 and Resolution 58-94 to adopt changes to the Design and Improvement Standards Manual; all Addenda incorporated in those documents before their execution, and all Contract Change Orders issued in accordance with the Contract Documents which may be delivered or issued after the Effective Date of this Agreement and are not attached hereto; the prevailing Labor Surcharge And Equipment Rental Rates (when required) as determined by the Caltrans to be in effect on the date the Work is accomplished; all the obligations of County and of Contractor which are fully set forth and described therein; and all Contract Documents which are hereby specifically referred to and by such reference made a part hereof. All Contract Documents are intended to cooperate so that any Work called for in one and not mentioned in the other is to be executed the same as if mentioned in all Contract Documents. Contractor agrees to perform all of its promises, covenants, and conditions set forth in the Contract Documents, and to abide by and perform all terms and conditions set forth therein. In case of conflict between this Agreement and any other Contract Document, this Agreement shall take precedence.

#### Article 3. COVENANTS AND CONTRACT PRICE

County hereby promises and agrees with said Contractor to employ, and does hereby employ, said Contractor to provide the material and to do the Work according to the terms and conditions of the Contract Documents herein contained and referred to, for the prices hereinafter set forth, and hereby contracts to pay the same at the time, in the manner and upon the conditions herein set forth; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained. County shall pay Contractor for the completion of the Work in accordance with the Contract Documents in current funds the Contract Prices named in Contractor's Bid and Bid Price Schedule, a copy of which is attached hereto as Exhibit A.

#### Article 4. COMMENCEMENT AND COMPLETION

The Work to be performed under this Contract shall commence on the date specified in the Notice to Proceed issued by County, and the Work shall be fully completed within the time specified in the Notice to Proceed pursuant to Section 8 of the Special Provisions.

County and Contractor recognize that time is of the essence of the Agreement and that County will suffer financial loss if the Work is not completed within the time specified in the Notice to Bidders annexed hereto, plus any extensions thereof allowed in accordance with Section 8 of the Standard Specifications and Special Provisions. They also recognize the delays, expense, and difficulties involved with proving in a legal proceeding the actual loss suffered by County if the Work is not completed on time. Accordingly, instead of requiring any such proof, County and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay County the sum of \$4,000.00, as liquidated damages and not as a penalty, for each and every calendar day's delay in finishing the Work in excess of the Contract time prescribed herein.

#### Article 5. INDEMNITY

To the fullest extent allowed by law, Contractor shall defend, indemnify, and hold County, its (their) officers, directors, and employees, and the State of California (State), its officers, directors, agents (excluding agents who are design professionals), any property owners from whom the County obtained easements, and any Federal government agencies associated with this Contract harmless against and from any and all claims, suits, losses, damages, and liability for damages, including attorney's fees and other costs of defense brought for or on account of injuries to or death of any person, including but not limited to, workers and the public, or on account of injuries to or death of County, State, any property owners from whom the County obtained easements, or Federal government agency employees, or damage to property, or any economic, consequential or special damages which are claimed or which shall in any way arise out of or be connected with Contractor's services, operations or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the County, the State of California, or any Federal government agencies, any property owners from whom the County has obtained easements, the Contractor, subcontractors or employees of any of these, except for the active, or sole negligence of the County, the State of California or

any Federal government agencies their officers and employees, or any property owners from whom the County has obtained easements, or where expressly prescribed by statute.

The duty to indemnify and hold harmless the County, the State, any property owners from whom the County obtained easements, and any Federal government agencies associated with this Contract specifically includes the duties to defend set forth in Section 2778 of the Civil Code. The insurance obligations of Contractor are separate, independent obligations under the Contract Documents, and the provisions of this defense and indemnity are not intended to modify nor should they be construed as modifying or in any way limiting the insurance obligations set forth in the Contract Documents.

# Article 6. VENUE

Any litigation arising out of this Contract shall be brought in El Dorado County and governed by California law.

#### Article 7. PERFORMANCE BOND

As a part of the execution of this Agreement, Contractor shall furnish a bond of a surety company authorized to do business in the State of California, conditioned upon the faithful performance of all covenants and stipulations under this Agreement. The amount of this bond shall be one hundred percent (100%) of the total Contract Price and shall be executed upon the form provided by County.

#### Article 8. PAYMENT BOND

As a part of the execution of this Agreement, Contractor shall furnish a bond of a surety company authorized to do business in the State of California, conditioned upon the payment in full of all claims for labor and materials in accordance with the provisions of the law of the State of California. The amount of this bond shall be one hundred percent (100%) of the total Contract Price and shall be executed upon the form provided by County.

#### Article 9. NOTIFICATION OF SURETY COMPANY

The surety company shall familiarize itself with all of the conditions and provisions of this Contract, and shall waive the right of special notification of any change or modifications of this Contract or extension of time, or of decreased or increased work, or of the cancellation of the Contract, or of any other act or acts by County or its authorized agents, under the terms of this Contract; and failure to so notify the aforesaid surety company of changes shall in no way relieve the surety company of its obligation under this Contract.

#### Article 10. ASSIGNMENT OF ANTITRUST ACTIONS

In entering into a public works Contract or a Subcontract to supply goods, services, or materials pursuant to a public works Contract, the Contractor offers and agrees and will require all of its subcontractors and suppliers to agree to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works Contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to Contractor, without further acknowledgment by the parties.

If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under Government Code Sections 4550-4554, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under Government Code Sections 4550-4554 if the assignor has been or may have been injured by the violation of law for which the cause of action

arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action.

#### Article 11. TERMINATION BY COUNTY FOR CONVENIENCE

County reserves the right to terminate this Agreement at any time, in whole or in part, for convenience upon thirty (30) calendar days written Notice of Termination. County shall issue Contractor a written notice specifying that this Agreement is to be terminated.

Upon receipt of said written notice, Contractor shall stop all work under this Agreement except: (1) work specifically directed to be completed prior to termination, (2) work the Inspector deems necessary to secure the Project for termination, (3) removal of equipment and plant from the site of the Work, (4) action that is necessary to protect materials from damage, (5) disposal of materials not yet used in the Work as directed by County, and (6) cleanup of the site.

If this Agreement is terminated for County's convenience as provided herein, all finished or unfinished work and materials previously paid for shall, at the option of County, become its property. Contractor shall be paid an amount which reflects costs incurred for satisfactory work provided to the date of notification of termination. In addition, Contractor shall be paid the reasonable cost, as solely judged by County, and without profit, for all work performed to secure the Project for termination.

# Article 12. TERMINATION BY COUNTY FOR CAUSE

County may, without prejudice to any other right or remedy and after giving Contractor a minimum of ten (10) days from delivery of a written termination notice, terminate the services of Contractor if any of the following events occur:

- 1. Contractor is adjudged as bankrupt or insolvent.
- 2. Contractor makes a general assignment for the benefit of its creditors or if a trustee or receiver is appointed for Contractor or for any of its property.
- 3. Contractor files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws.
- 4. Contractor on more than one occasion fails to supply sufficient skilled workmen or suitable material or equipment.
- 5. Contractor on more than one occasion fails to make prompt payments to subcontractors for labor, materials, or equipment.
- 6. Contractor disregards the authority of County's representative, or the Engineer, if one is appointed.
- 7. Contractor violates Article 36.
- 8. Contractor otherwise violates any material provision of the Contract Documents.

County shall state in that written notice the reason(s) for the default. After that ten (10) day period has elapsed, County may terminate the services of Contractor immediately and take equipment and machinery thereon owned by Contractor and finish the Work by whatever method County may deem expedient. In such case, Contractor shall not be entitled to receive any further payment until the Work is finished.

Without prejudice to other rights or remedies County may have, County may serve Contractor with an Inspector's written notice demanding satisfactory compliance with this Agreement if Contractor does any of the following:

- 1. Fails to begin delivery of materials and equipment, to commence Work within the time specified, or to maintain the rate of delivery of material.
- 2. Fails to execute the Work in the manner and at such locations as specified.
- 3. Fails to maintain a work program which will ensure County's interest.
- 4. Contractor is not carrying out the intent of this Agreement.

If Contractor does not comply with such notice within five (5) days after receiving it, or after starting to comply, fails to continue, County may exclude it from the premises and take possession of all material and equipment, and complete the Work by County's own forces, by letting the unfinished Work to another Contractor, or by a combination of such methods.

Where Contractor's services have been so terminated by County, said termination shall not affect any right of County against Contractor then existing or which may thereafter accrue. Any retention or payment of monies by County due Contractor will not release Contractor from compliance with the Contract Documents.

If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Work, including compensation for additional professional services, such excess shall be paid to Contractor. If the sums under this Agreement are insufficient for completion, Contractor shall pay to County within five (5) days after the completion, all costs in excess of the Contract Price. In any event, the cost of completing the Work shall be charged against Contractor and may be deducted from any money due or becoming due from County.

The provisions of this Article shall be in addition to all other rights and remedies available to County under law.

If after notice of termination, it is determined for any reason that Contractor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had not been issued. This Agreement shall be equitably adjusted to compensate for such termination.

#### Article 13. SUCCESSORS AND ASSIGNS

This Agreement shall bind and inure to the heirs, devisees, assignees, and successors in interest of Contractor and to the successors in interest of County in the same manner as if such parties had been expressly named herein.

#### Article 14. REPORTING ACCIDENTS

Contractor shall prepare and submit (within 24 hours of such incidents) reports of accidents at the site and anywhere else the Work is in progress in which bodily injury is sustained or property loss in excess of Five Hundred Dollars (\$500.00) occurs.

#### Article 15. EMISSIONS REDUCTION

Contractor shall comply with emission reduction regulations mandated by the California Air Resources Board, and sign a certification of knowledge thereof:

#### CERTIFICATE OF KNOWLEDGE - EMISSIONS REDUCTION REGULATIONS

I am aware of the emissions reduction regulations being mandated by the California Air Resources Board. I will comply with such regulations and require my sub-contractors to comply with such regulations before commencing the performance of the Work, maintain compliance throughout the duration of this Contract, and provide County a Certificate of Reported Compliance for each company with road legal vehicles over 14,000 pound gross vehicle weight.

# Article 16. WORKERS' COMPENSATION CERTIFICATION

Contractor shall comply with Labor Code Sections 3700 et seq., requiring it to obtain Workers' Compensation Insurance, and sign a certificate of knowledge thereof.

#### **CERTIFICATE OF KNOWLEDGE - LABOR CODE SECTION 3700**

I am aware of the provisions of Section 3700 of the Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions

Meyers Stream Environment Zone/ Erosion Control Project

County of Ei Dorado

of that Code, and I will comply with such provisions before commencing the performance of Work of this Contract.

Signed:	Date	

#### Article 17. WARRANTY

Contractor warrants to County that materials and equipment furnished for the Work will be of good quality and new, unless otherwise required or permitted under the Contract Documents, that the Work will be free from defects or flaws and is of the highest quality of workmanship and that the Work will conform with the requirements herein. Work not conforming to these requirements, including substitutions not properly approved and authorized, shall be considered defective.

#### Article 18. RETAINAGE

The retainage from payment is set forth in Section 9-1.16F(1) of the Special Provisions. Contractor may elect to receive one hundred percent (100%) of payments due as set forth in the Contract Documents, without retention, by depositing securities of equivalent value with County, in accordance with, and as set forth in Section 22300 of the Public Contract Code. Securities eligible for deposit hereunder shall be limited to those listed in Section 16430 of the Government Code, or bank or savings and loan certificates of deposit.

# Article 19. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM

The DBE goal for this Contract is 0%.

Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy, as County deems appropriate. Contractor shall include this assurance in every subcontract entered into as a result of this Agreement.

The Contractor shall carry out applicable requirements of 2 CFR Part 200.321 in the award and administration of this UNITED STATED DEPARTMENT OF TRANSPORTATION (USDOT)-assisted Contract. The applicable requirements of 2 CFR Part 200.321 are as follows:

- (a) Contracting with small and minority firms, women's business enterprise and labor surplus area firms.
  - (1) Contractor will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.
  - (2) Affirmative steps shall include:
    - (i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
    - (ii) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
    - (iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
    - (iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;

- (v) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and
- (vi) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (a)(2) (i) through (v) of this section.

Bidder will take all necessary affirmative steps to assure that minority firms, women's business enterprises and labor surplus area firms are used when possible.

# Article 20. PREVAILING WAGE REQUIREMENTS

In accordance with the provisions of California Labor Code Sections 1770 et seq., including but not limited to Sections 1773, 1773.1, 1773.2, 1773.6, and 1773.7, the general prevailing rate of wages in the county in which the Work is to be done has been determined by the Director of the California Department of Industrial Relations. Interested parties can obtain the current wage information by submitting their requests to the Department of Industrial Relations, Division of Labor Statistics and Research, PO Box 420603, San Francisco CA 94142-0603, Telephone (415) 703-4708 or by referring to the website at http://www.dir.ca.gov/OPRL/PWD. The rates at the time of the bid advertisement date of a project will remain in effect for the life of the project in accordance with the California Code of Regulations, as modified and effective January 27, 1997.

Copies of the general prevailing rate of wages in the county in which the Work is to be done are also on file at the Department of Transportation's principal office, and are available upon request, and in case of projects involving Federal funds, Federal wage requirements as predetermined by the United States Secretary of Labor have been included in the Contract Documents. Addenda to modify the Federal minimum wage rates, if necessary, will be issued as described in the Project Administration section of this Notice to Bidders.

In accordance with the provisions of Labor Code 1810, eight (8) hours of labor constitutes a legal day's work upon all work done hereunder, and Contractor and any Subcontractor employed under this Contract must conform to and be bound by the provisions of Labor Code Sections 1810 through 1815.

This project is subject to the requirements of Title 8, Chapter 8, Subchapter 4.5 of the California Code of Regulations including the obligation to furnish certified payroll records directly to the Compliance Monitoring Unit under the Labor Commissioner within the Department of Industrial Relations Division of Labor Standards Enforcement in accordance with Section 16461.

In the case of federally funded projects, where Federal and State prevailing wage requirements apply, compliance with both is required. This project is funded in whole or part by Federal funds. Comply with Exhibit D of this Agreement and the Copeland Act (18 U.S.C. 874 and 29 CFR Part 3), the Davis-Bacon Act (40 U.S.C. 3141-3147 and 29 CFR Part 5), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 and 29 CFR Part 5).

If there is a difference between the minimum wage rates predetermined by the Secretary of Labor and the general prevailing wage rates determined by the Director of the California Department of Industrial Relations for similar classifications of labor, Contractor and Subcontractors must pay not less than the higher wage rate. The Department of Transportation will not accept lower State wage rates not specifically included in the Federal minimum wage determinations. This includes "helper" (or other classifications based on hours of experience) or any other classification not appearing in the Federal wage determinations. Where Federal wage determinations do not contain the State wage rate determination otherwise available for use by Contractor and Subcontractors, Contractor and Subcontractors must pay not less than the Federal minimum wage rate which most closely approximates the duties of the employees in question.

#### Article 21. NONDISCRIMINATION

A. In connection with its performance under this Contract, Contractor shall comply with all applicable nondiscrimination statutes and regulations during the performance of this Contract including, but not limited to the following: Contractor, its employees, subcontractors and representatives shall not unlawfully discriminate against any employee or applicant for employment because of race, color, sex, sexual orientation, religion, ancestry or national origin, physical disability, medical condition, marital status, political affiliation, family and medical care leave, pregnancy leave or disability leave. Contractor will take affirmative action to ensure that employees are treated during employment, without regard to their race, color, sex, sexual orientation, religion, ancestry or national origin, physical disability, medical condition, marital status, political affiliation, family and medical care leave, pregnancy leave or disability leave. 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. Contractor shall post in conspicuous places, available to employees for employment, notices to be provided by State setting forth the provisions of this Fair Employment section. Contractor shall, unless exempt, comply with the applicable provisions of the Fair Employment and Housing Act (Government Code, Sections 12900 et seq.) and applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 11000 et seq.); the applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Subchapter 5 of Chapter 5 of Division 4.1 of Title 2 of the California Code of Regulations, section 11102 incorporated into this Agreement by reference and made a part hereof as if set forth in full; and Title VI of the Civil Rights Act of 1964, as amended. Contractor, its employees, subcontractors and representatives shall give written notice of their obligations under this clause as required by law.

- B. Where applicable, Contractor shall include these nondiscrimination and compliance provisions in any of its subcontracts that affect or are related to the Work performed herein.
- C. Reserved.
- D. Contractor's signature executing this Contract shall provide any certifications necessary under the Federal laws and the laws of the State of California, including but not limited to Government Code Section 12990 and Title 2, California Code of Regulations, Section 11102.

# Article 22. CONTRACTOR ASSURANCES

By executing this Contract, Contractor certifies that it:

- a. Will abide by all administrative, contractual or legal remedies in instances where Contractor violates or breaches Contract terms, and will comply with sanctions and penalties as the Contract Administrator deems appropriate.
- b. Will comply with the termination for cause and termination for convenience provisions of the Contract including the manner by which such termination may be effected and the basis for settlement afforded by those provisions.
- c. Will comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60).
- d. Will comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).
- e. Will comply with the Davis-Bacon Act (40 U.S.C. 3141-3147) as supplemented in Department of Labor regulations (29 CFR part 3).
- f. Will comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) as supplemented by Department of Labor regulations (29 CFR Part 5).

- g. Will comply with County, State of California and FHWA requirements and regulations pertaining to: (a) reporting; (b) patent rights with respect to any discovery or invention which arises or is developed in the course of or under this Contract; and (c) copyrights and rights in data.
- h. Will comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7606), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (2 C.F.R. Subtitle B, Chapter XV, Part 1532, Section 1532.10 et seq.).
- i. Will comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. : 94-163, 89 Stat. 871).
- j. Will comply with: (i) Section 504 of the Rehabilitation Act of 1973 (Rehabilitation Act) which prohibits discrimination on the basis of disability in Federally assisted programs; (ii) the Americans with Disabilities Act (ADA) of 1990 which prohibits discrimination on the basis of disability irrespective of funding; and (iii) all applicable regulations and guidelines issued pursuant to both the Rehabilitation Act and the ADA.
- k. Will comply with the Department of Industrial Relations pursuant to Labor Code sections 1725.5 and 1771.1.
- I. Will comply with 46 CFR 381.7(b), Use of United States-Flag Vessels (Cargo Preference Act):
  - 1) To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this Contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vehicles.
  - 2) To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.
  - 3) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this Contract.

Any Subcontract entered into as a result of this Contract shall contain all of the provisions of this Article.

## Article 23. FORCE MAJEURE

Neither party will be liable for any delay, failure to perform, or omission under this Agreement that is due to any cause that it is beyond its control, not due to its own negligence, and cannot be overcome by the exercise of due diligence. In that event, the affected party will:

- Promptly give written notice to the other of the fact that it is unable to so perform and the cause(s)
  that is beyond its control.
- 2. Once the cause(s) has ceased, provide written notice to the other party and immediately resume its performance under this Agreement.

For purposes of this Article, "cause that is beyond its control" includes labor disturbances, riots, fires, earthquakes, floods, storms, lightning, epidemics, war, disorders, hostilities, expropriation or confiscation of properties, failure of and delays by carriers, interference by civil or military authorities, whether legal or de facto, and whether purporting to act under some constitution, decree, or law, or otherwise, or acts of God.

#### Article 24. INDEPENDENT CONTRACTOR

It is understood that the services provided under this Agreement shall be prepared in and with cooperation from County and its staff. It is further understood that this Agreement does not create an exclusive relationship between County and Contractor, and Contractor may perform similar work or services for others. However, Contractor shall not enter into any agreement with any other party, or provide any information in any manner to any other party, that would conflict with Contractor's responsibilities or hinder Contractor's performance of services hereunder, unless County's Contract Administrator, in writing, authorizes that agreement or sharing of information.

The parties intend that an independent contractor relationship will be created by this contract. Contractor is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by the terms of this Agreement. Contractor exclusively assumes responsibility for acts of its employees, agents, affiliates, and subcontractors, if any are authorized herein, as they relate to the services or work to be performed under this Agreement during the course and scope of their employment by Contractor. Those persons will be entirely and exclusively under the direction, supervision, and control of Contractor.

County may designate the tasks to be performed and the results to be accomplished under this Agreement, provide information concerning the work or services, approve or disapprove the final work product and/or services provided, and set deadlines for the completion of the work or services, but County will not control or direct the manner, means, methods, or sequence in which Contractor performs the work or services for accomplishing the results. Contractor understands and agrees that Contractor lacks the authority to bind County or incur any obligations on behalf of County.

Contractor, including any subcontractor or employees of Contractor, shall not receive, nor be eligible for, any benefits County provides for its employees, including, but not limited to, vacation pay, paid holidays, life insurance, health insurance, social security, disability insurance, pension, or 457 plans. Contractor shall not receive, nor be eligible for, workers' compensation, including medical and indemnity payments. County is not responsible for withholding, and shall not withhold, Federal Income Contribution Act amounts or taxes of any kind from any payments which it owes Contractor. Contractor shall not be subject to the work schedules or vacation periods that apply to County employees.

Contractor shall be solely responsible for paying its employees, and for withholding Federal Income Contribution Act amounts and other taxes, workers' compensation, unemployment compensation, medical insurance, life insurance, or any other benefit that Contractor provides for its employees.

Contractor acknowledges that it has no authority to bind the County or incur any obligations on behalf of the County with regard to any matter, and shall not make any agreements or representations on the County's behalf. [If there is a reason why Contractor should have this authority, the contract should describe the scope of that authority.]

# Article 25. CONFLICT OF INTEREST

The parties to this Agreement have read and are aware of the provisions of Government Code Section 1090 et seq. and the Political Reform Act of 1974 (Section 87100 et seq.), relating to conflict of interest of public officers and employees. Individuals who are working for Contractor and performing work for County and who are considered to be consultant within the meaning of Title 2, California Code of Regulations, Section 18700.3, as it now reads or may thereafter be amended, are required to file a statement of economic interest in accordance with County's Conflict of Interest Code. County's Contract Administrator shall at the time this Agreement is executed make an initial determination whether or not the individuals who will provide services or perform work pursuant to this Agreement are consultants within the meaning of the Political Reform Act and County's Conflict of Interest Code. Statements of economic interests are public records subject to disclosure under the California Public Records Act.

Contractor covenants that during the term of this Agreement neither it, or any officer or employee of the Contractor, has or shall acquire any interest, directly or indirectly, in any of the following:

- Any other contract connected with, or directly affected by, the services to be performed by this Agreement.
- 2. Any other entities connected with, or directly affected by, the services to be performed by this Agreement.
- 3. Any officer or employee of County that are involved in this Agreement.

If Contractor becomes aware of a conflict of interest related to this Agreement, Contractor shall promptly notify County of the existence of that conflict, and County may, in its sole discretion, immediately terminate this Agreement by giving written notice of termination specified in Article 12.

#### Article 26. BUSINESS LICENSE

The County Business License Ordinance provides that it is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of County of El Dorado without possessing a County business license unless exempt under County Ordinance Code Section 5.08.070. Contractor warrants and represents that it shall comply with all of the requirements of the County Business License Ordinance, where applicable, prior to beginning Work under this Contract and at all times during the term of this Contract.

#### Article 27. TAXES

Contractor certifies that as of today's date, it is not in default on any unsecured property taxes or other taxes or fees owed by Contractor to County. Contractor agrees that it shall not default on any obligations to County during the term of this Agreement.

# Article 28. CONTRACT ADMINISTRATOR

The County Officer or employee with responsibility for administering this Agreement is John Kahling, Deputy Director Engineering, Headington Unit, Department of Transportation, or successor.

#### Article 29. AUTHORIZED SIGNATURES

The parties hereto represent that the undersigned individuals executing this Agreement on behalf of their respective parties are fully authorized to do so by law or other appropriate instrument and to bind upon said parties the obligations set forth herein.

#### Article 30. PARTIAL INVALIDITY

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

# Article 31. NO THIRD PARTY BENEFICIARIES

Nothing in this Agreement is intended, nor will be deemed, to confer rights or remedies upon any person or legal entity not a party to this Agreement.

#### Article 32. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

# Article 33. ENTIRE AGREEMENT

This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties and they incorporate or supersede all prior written or oral agreements or understandings.

**IN WITNESS WHEREOF**, the said Department of Transportation of the County of El Dorado, State of California, has caused this Agreement to be executed by County's Board of Supervisors, on its behalf, and the said Contractor has signed this Agreement the day and year written below.

# **COUNTY OF EL DORADO**

Dated: 8- 22-23	Wendy Thomas
Board Date: 7 - 25 - 23	Chair, Board of Supervisors  Attest: Kim Dawson Clerk of the Board of Supervisors
Dated: 8-22-23	Thyle Thefer
Board Date: 7 - 25 - 23	Deputy Clerk
MKD CONSTRU	CTION. INC.
Dated: 7/3//2023 8/8376 License No.	88-0420385
By: White President	
Corporate Secretary	
NOTE: If Contractor is a corporation, the legal name of the signature of the officer or officers authorized to sign is a co-partnership, the true name of the firm shall be set for partners authorized to sign Contracts on behalf of the his/her signature shall be placed above. Contractor execution shall be prepared to demonstrate by resonauthorized to act in these regards. For such corporation of the satisfaction of County. If signature is by an agent, partnership, an appropriate Power of Attorney shall be on	Contracts on behalf of the corporation; if Contractor forth above together with the signature of the partner e co-partnership; and if Contractor is an individual, ecuting this document on behalf of a corporation or lution, article, or otherwise that it is appropriately or partnership, such authority shall be demonstrated other than officer of a corporation or a member of a
Mailing Address: 20 Stokes Drive, Mound House,	NV 89706
Business Address: 20 Stokes Drive, Mound House,	NV 89706
Email Address: <u>mkd2@att.net</u>	
Phone: (775) 246-1900	Fax: <u>(775) 246-1986</u>

# **EXHIBIT A**

# CONTRACTOR'S BID AND BID PRICE SCHEDULE MEYERS STREAM ENVIRONMENT ZONE/ EROSION CONTROL PROJECT CONTRACT NO. 7377 / CIP NO. 36107007

ITEM NO.	ITEM	ITEM DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
BASE	BID (SCHE	DULE A)				
1	025506	WOOD RAIL FENCE	LF	234	\$115.00	\$26,910.00
2	120090	CONSTRUCTION AREA SIGNS	LS	1	\$3,500.00	\$3,500.00
3	120100	TRAFFIC CONTROL SYSTEM	LS	1	\$107,900.00	\$107,900.00
4	130000	TEMPORARY CONSTRUCTION ENTRANCE	EA	1	\$6,300.00	\$6,300.00
5	130100	JOB SITE MANAGEMENT	LS	1	\$147,353.10	\$147,353.10
6	130640	TEMPORARY FIBER ROLL	LF	343	\$10.50	\$3,601.50
7	130670A	TEMPORARY REINFORCED SILT FENCE, MODIFIED	LF	41	\$15.80	\$647.80
8	130730	STREET SWEEPING	LS	1	\$21,800.00	\$21,800.00
9	141000	TEMPORARY FENCE (TYPE ESA)	LF	3,469	\$8.80	\$30,527.20
10	170103	TREE REMOVAL	EA	15	\$1,600.00	\$24,000.00
11	190101A	ROADWAY EXCAVATION (SEDIMENT BASIN)	LS	1	\$39,800.00	\$39,800.00
12	194001A	DITCH EXCAVATION (BLANKET LINED CHANNEL)	CY	312	\$376.00	\$117,312.00
13	194001B	DITCH EXCAVATION (ARTICULATED BLOCK CHANNEL)	CY	82	\$1,563.00	\$128,166.00

Meyers Stream Environment Zone/ Erosion Control Project Contract No. 7377, CIP No. 36107007
July 25, 2023

County of El Dorado
Agreement
C-13

14	194001C	DITCH EXCAVATION (ROCK LINED CHANNEL)	CY	42	\$198.00	\$8,316.00
15	194001D	DITCH EXCAVATION (ROCK BOWL)	CY	408	\$151.00	\$61,608.00
16	210011A	HUMUS	CY	50	\$308.00	\$15,400.00
17	210012A	MULCH	CY	65	\$231.00	\$15,015.00
18	210013A	TACKIFIER	SQFT	31,629	\$0.23	\$7,274.6
19	260203	CLASS 2 AGGREGATE BASE (CY)	CY	125	\$289.00	\$36,125.00
20	390132A	HOT MIX ASPHALT (TYPE A) (SQFT)	SQFT	2,657	\$13.30	\$35,338.10
21	398001	REMOVE ASPHALT CONCRETE PAVEMENT (SQFT)	SQFT	2,746	\$6.10	\$16,750.60
22	510502A	MINOR CONCRETE (INLET APRON)	CY	7	\$2,700.00	\$18,900.0
23	510502B	MINOR CONCRETE (MINOR STRUCTURE) (SPILLWAY)	CY	2	\$2,500.00	\$5,000.00
24	641101	12" PLASTIC PIPE	LF	46	\$122.00	\$5,612.0
25	641107	18" PLASTIC PIPE	LF	159	\$163.00	\$25,917.0
26	641113	24" PLASTIC PIPE	LF	296	\$212.00	\$62,752.00
27	681066	12" PERFORATED PLASTIC PIPE	LF	358	\$101.00	\$36,158.00
28	681067	18" PERFORATED PLASTIC PIPE	LF	460	\$154.00	\$70,840.00
29	681068	24" PERFORATED PLASTIC PIPE	LF	597	\$214.00	\$127,758.0
30	705011	24" STEEL FLARED END SECTION	EA	1	\$2,600.00	\$2,600.0
31	707117A	36" PRECAST CONCRETE PIPE INLET (MODIFIED)	LF	47	\$2,400.00	\$112,800.0

32	723080A F	ROCK SLOPE PROTECTION (60 LB, CLASS II, METHOD A)	CY	428	\$338.00	\$144,664.00
33	999990	MOBILIZATION	LS	1	\$160,700.00	\$160,700.00
	1		SUBTOTAL	SCHEDULE A:	\$1,627	,346.00
PASE	BID (SCHED	III E R)			<u>.</u>	
34	- BID (SCHEL	MOBILIZATION AND DEMOBILIZATION	LS	1	\$22,100.00	\$22,100.00
35	-	EROSION CONTROL	LS	1	\$16,900.00	\$16,900.00
36	-	GROUNDWATER DEWATERING	LS	1	\$20,000.00	\$20,000.00
37	-	TRAFFIC CONTROL	LS	1	\$41,700.00	\$41,700.00
38	-	SHEETING, SHORING AND BRACING	LS	1	\$14,600.00	\$14,600.00
39	-	POTHOLING	LS	1	\$5,600.00	\$5,600.00
40	-	8-INCH C900 WATER MAIN	LF	761	\$171.00	\$130,131.00
41		3/4-INCH WATER SERVICES	EA	3	\$4,700.00	\$14,100.00
42	-	1-INCH WATER SERVICE	EA	4	\$5,200.00	\$20,800.00
43	-	FIRE HYDRANT INSTALLATION	EA	1	\$15,800.00	\$15,800.00
44	-	TIE-IN #1 – APACHE AND SAN BERNARDINO	LS	1	\$16,000.00	\$16,000.00
45	-	TIE-IN #2 – GERONIMO AND SAN BERNARDINO	LS	1	\$9,800.00	\$9,800.00
46	-	DEMOLISH EXISTING FIRE HYDRANT	EA	1	\$4,000.00	\$4,000.00
47	-	ABANDON IN PLACE WATER MAINS AND VALVES	EA	2	\$7,200.00	\$14,400.00

		TOT	AL SCHEDIII	ES A AND B:	\$2 177	,777.00
			SUBTOTAL S	SCHEDULE B:	\$550,4 	431.00
52	-	WATERLINE RELOCATIONS AT E. SAN BERNARDINO AND BAKERSFIELD	LS	1	\$59,600.00	\$59,600.0
51	•	ADDITIONAL 1-FOOT DEPTH OF EXCAVATION, BACKFILL, VERTICAL PIPE AND FITTINGS	LF	40	\$82.00	\$3,280.00
50	11-	CONTINGENCY WORK	LS	1	\$10,000.00	\$10,000.00
49	-	3-INCH MISCELLANEOUS PATCH PAVING	SQFT	250	\$64.00	\$16,000.00
48	=	4-INCH TRENCH PATCH	SQFT	2,820	\$41.00	\$115,620.00

<sup>(</sup>F) Final Pay Quantity(P) Eligible for Partial Payment(LS) Lump Sum

# EXHIBIT B FEDERAL PREVAILING WAGE RATES

"General Decision Number: CA20230007 06/02/2023

Superseded General Decision Number: CA20220007

State: California

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

Highway

Counties: Alpine, Amador, Butte, Colusa, El Dorado, Glenn, Lassen, Marin, Modoc, Napa, Nevada, Placer, Plumas, Sacramento, Shasta, Sierra, Siskiyou, Solano, Sonoma, Sutter, Tehama, Trinity, Yolo and Yuba Counties in California.

BUILDING CONSTRUCTION PROJECTS (excluding Amador County only); DREDGING CONSTRUCTION PROJECTS (does not include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); AND HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered |into on or after January 30, | generally applies to the 2022, or the contract is |renewed or extended (e.g., an |. The contractor must pay option is exercised) on or | all covered workers at lafter January 30, 2022:

- I. Executive Order 14026 | contract.
- | least \$16.20 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 2023.

|If the contract was awarded on | . Executive Order 13658 or between January 1, 2015 and | generally applies to the January 29, 2022, and the |contract is not renewed or |. The contractor must pay all| extended on or after January 30, 2022:

- | contract.
  - | covered workers at least \$12.15 per hour (or the applicable wage rate listed on this wage determination, | if it is higher) for all hours spent performing on that contract in 2023.

The applicable Executive Order minimum wage rate will be

adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

Modification	Number	Publication	Date
0		01/06/2023	
1		01/13/2023	
2		01/20/2023	
3		02/03/2023	
4		03/03/2023	
5		03/10/2023	
6		03/17/2023	
7		03/31/2023	
8		04/07/2023	
9		04/14/2023	
10		04/21/2023	
11		04/28/2023	
12		05/05/2023	
13		06/02/2023	

ASBE0016-001 02/01/2023

AREA 1: MARIN, NAPA, SAN BENITO, SAN FRANCISCO, SOLANO, & SONOMA COUNTIES

AREA 2: ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHEMA, TRINITY, YOLO, & YUBA COUNTIES

	Rates	Fringes	
Asbestos Workers/Insulator (Includes the application of all insulating materials, Protective Coverings, Coatings, and Finishes to all types of mechanical systems)			
Area 2		23.82 23.82	
	<b></b>		

ASBE0016-007 01/01/2021

AREA 1: ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA, SUTTER, TEHAMA, TRINITY, YOLO & YUBA COUNTIES

AREA 2: MARIN & NAPA COUNTIES

Rates Fringes

AREA 1.....\$ 30.45 10.60 AREA 2.....\$ 36.53 9.27

BOIL0549-002 01/01/2021

1	Rates	Fringes
BOILERMAKER		
(1) Marin & Solano Counties.\$	49.62	41.27
(2) Remaining Counties\$	45.60	38.99

BRCA0003-001 08/01/2022

Rates Fringes

MARBLE FINISHER.....\$ 39.20 18.31

BRCA0003-004 05/01/2022

AREA 1: ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SUTTER, TEHAMA, YOLO AND YUBA COUNTIES

AREA 2: MARIN, NAPA, SISKIYOU, SOLANO, SONOMA AND TRINITY COUNTIES

	Rates	Fringes
BRICKLAYER		
AREA 1	\$ 49.32	22.65
AREA 2	\$ 53.69	26.03

#### SPECIALTY PAY:

- (A) Underground work such as tunnel work, sewer work, manholes, catch basins, sewer pipes and telephone conduit shall be paid \$1.25 per hour above the regular rate. Work in direct contact with raw sewage shall receive \$1.25 per hour in addition to the above.
- (B) Operating a saw or grinder shall receive \$1.25 per hour above the regular rate.
- (C) Gunite nozzle person shall receive \$1.25 per hour above the regular rate.

	Rates	Fringes
TERRAZZO FINISHER TERRAZZO WORKER/SETTER		18.98 27.53
BRCA0003-010 04/01/2022		
	Rates	Fringes
TILE FINISHER Area 1	\$ 30.90 \$ 33.86 \$ 31.89 \$ 51.02 \$ 50.66 \$ 55.41 \$ 52.28 o, Glenn, Lasser	
BRCA0003-014 08/01/2022		
	Rates	Fringes
MARBLE MASON	\$ 56.98 	28.54 
CARP0034-001 07/01/2021		
	Rates	Fringes
Diver  Assistant Tender, ROV  Tender/Technician	\$ 60.51	34.69 34.69
Manifold Operator (mixed gas) Manifold Operator (Standby).	\$ 103.62 \$ 64.51	34.69 34.69 34.69 34.69

# 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 07/01/2021

	Rates	Fringes	
Piledriver	\$ 54.10	34.69	
CARP0035-001 08/01/2020			=0

AREA 1: MARIN, NAPA, SOLANO & SONOMA

AREA 3: SACRAMENTO, WESTERN EL DORADO (Territory west of an including highway 49 and the territory inside the city limits of Placerville), WESTERN PLACER (Territory west of and including highway 49), & YOLO

AREA 4: ALPINE, BUTTE, COLUSA, EASTERN EL DORADO, GLENN, LASSEN, MODOC, NEVADA, EASTERN PLACER, PLUMAS, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, & YUBA

1	Rates	Fringes
Drywall Installers/Lathers:		
Area 1\$	52.65	31.26
Area 3\$	47.27	31.26
Area 4\$	45.92	31.26
Drywall Stocker/Scrapper		
Area 1\$	26.33	18.22
Area 3\$	23.64	18.22
Area 4\$	22.97	18.22

CARP0035-009 07/01/2020

Marin County

Rates Fringes

CARPENTER

Bridge Builder/Highway		
Carpenter\$	52.65	30.82
Hardwood Floorlayer,		
Shingler, Power Saw		
Operator, Steel Scaffold &		
Steel Shoring Erector, Saw		
Filer\$	52.80	30.82
Journeyman Carpenter\$	52.65	30.82
Millwright\$	52.75	32.41

CARP0035-010 07/01/2020

AREA 1: Marin, Napa, Solano & Sonoma Counties

AREA 2: Monterey, San Benito and Santa Cruz

AREA 3: Alpine, Butte, Colusa, El Dorado, Glenn, Lassen, Modoc, Nevada, Placer, Plumas, Sacramento, Shasta, Sierra, Siskiyou, Sutter, Tehama, Trinity, Yolo & Yuba counties

Modular Furniture Installer         Area 1       \$ 28.76       \$ 22.53         Installer	1	Rates	Fringes
Installer			
Lead Installer.       \$ 32.21       23.03         Master Installer.       \$ 36.43       23.03         Area 2       Installer.       \$ 26.11       22.53         Lead Installer.       \$ 29.08       23.03         Master Installer.       \$ 32.71       23.03         Area 3       Installer.       \$ 25.16       22.53         Lead Installer.       \$ 27.96       23.03		28.76	22.53
Master Installer.       \$ 36.43       23.03         Area 2       Installer.       \$ 26.11       22.53         Lead Installer.       \$ 29.08       23.03         Master Installer.       \$ 32.71       23.03         Area 3       Installer.       \$ 25.16       22.53         Lead Installer.       \$ 27.96       23.03			23.03
Installer\$ 26.11 22.53 Lead Installer\$ 29.08 23.03 Master Installer\$ 32.71 23.03 Area 3 Installer\$ 25.16 22.53 Lead Installer\$ 27.96 23.03			23.03
Lead Installer\$ 29.08 23.03  Master Installer\$ 32.71 23.03  Area 3  Installer\$ 25.16 22.53  Lead Installer\$ 27.96 23.03	Area 2		
Master Installer\$ 32.71 23.03  Area 3  Installer\$ 25.16 22.53  Lead Installer\$ 27.96 23.03	Installer\$	26.11	22.53
Area 3 Installer\$ 25.16 Lead Installer\$ 27.96 23.03	Lead Installer\$	29.08	23.03
Installer\$ 25.16 22.53 Lead Installer\$ 27.96 23.03	Master Installer\$	32.71	23.03
Lead Installer\$ 27.96 23.03	Area 3		
addd inbddiidi	<pre>Installer\$</pre>	25.16	22.53
Master Installer\$ 31.38 23.03	Lead Installer\$	27.96	23.03
	Master Installer\$	31.38	23.03

CARP0046-001 07/01/2021

El Dorado (West), Placer (West), Sacramento and Yolo Counties

F	Rates	Fringes
Carpenters		
Bridge Builder/Highway		
Carpenter\$	54.85	31.49
Hardwood Floorlayer,		
Shingler, Power Saw		
Operator, Steel Scaffold &		
Steel Shoring Erector, Saw		
Filer\$	49.12	31.49
Journeyman Carpenter\$	48.97	31.49
Millwright\$	51.47	33.08

Footnote: Placer County (West) includes territory West of and including Highway 49 and El Dorado County (West) includes territory West of and including Highway 49 and territory inside the city limits of Placerville.

CADDO	OAC	000	07/	101	100	21
CARPO	U40-	·UUZ	011	UL	/ 2 0	21

Alpine, Colusa, El Dorado (East), Nevada, Placer (East), Sierra, Sutter and Yuba Counties

	Rates	Fringes
Carpenters  Bridge Builder/Highway  Carpenter  Hardwood Floorlayer,  Shingler, Power Saw	\$ 54.85	31.49
Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	\$ 47.62	31.49 31.49 33.08

CARP0152-003 07/01/2020

# Amador County

4.	Rates	Fringes	
Carpenters			
Bridge Builder/Highway			
Carpenter	.\$ 52.65	30.82	
Hardwood Floorlayer,			
Shingler, Power Saw			
Operator, Steel Scaffold &			
Steel Shoring Erector, Saw			
Filer	.\$ 45.57	30.82	
Journeyman Carpenter		30.82	
Millwright		32.41	
			-

CARP0180-001 07/01/2021

# Solano County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway		
Carpenter	\$ 54.85	31.49
Hardwood Floorlayer,		
Shingler, Power Saw		
Operator, Steel Scaffold &		
Steel Shoring Erector, Saw		
Filer	\$ 55.00	31.49
Journeyman Carpenter	\$ 54.85	31.49
Millwright		33.08

CARP0751-001 07/01/2021

Napa and Sonoma Counties

	Rates	Fringes
Carpenters		
Bridge Builder/Highway		
Carpenter	.\$ 54.85	31.49
Hardwood Floorlayer,		
Shingler, Power Saw		
Operator, Steel Scaffold &		
Steel Shoring Erector, Saw		
Filer	.\$ 55.00	31.49
Journeyman Carpenter	.\$ 54.85	31.49
Millwright	.\$ 54.95	33.08

CARP1599-001 07/01/2020

Butte, Glenn, Lassen, Modoc, Plumas, Shasta, Siskiyou, Tehama and Trinity Counties

1	Rates	Fringes
Carpenters Bridge Builder/Highway Carpenter\$	52.65	30.82
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw		
Filer\$	45.57	30.82
Journeyman Carpenter\$		30.82
Millwright\$		32.41

<sup>\*</sup> ELEC0180-001 06/01/2023

# NAPA AND SOLANO COUNTIES

J	Rates	Fringes
CABLE SPLICER\$	63.07	3%+26.88
ELECTRICIAN\$	56.06	3%+26.88

ELEC0180-003 12/01/2022

# NAPA AND SOLANO COUNTIES

	Rates	Fringes
Sound & Communications		
Installer	\$ 46.64	25.30
Technician	\$ 53.64	25.51

# SCOPE OF WORK INCLUDES-

SOUND & VOICE TRANSMISSION (Music, Intercom, Nurse Call, Telephone); FIRE ALARM SYSTEMS [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],

TELEVISION & VIDEO SYSTEMS, SECURITY SYSTEMS, COMMUNICATIONS SYSTEMS that transmit or receive information and/or control systems that are intrinsic to the above.

#### EXCLUDES-

Excludes all other data systems or multiple systems which include control function or power supply; excludes 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); excludes energy management systems.

\_\_\_\_\_

ELEC0340-002 02/01/2018

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, NEVADA, PLACER, PLUMAS, SACRAMENTO, TRINITY, YOLO, YUBA COUNTIES

Ī	Rates	Fringes
Communications System		
Sound & Communications Installer\$	29.35	3%+15.35
Sound & Communications Technician\$	33.75	3%+15.35

#### 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 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.

\_\_\_\_\_\_

#### ELEC0340-003 08/01/2022

ALPINE (West of Sierra Mt. Watershed), AMADOR, BUTTE, COLUSA, EL DORADO (West of Sierra Mt. Watershed), GLENN, LASSEN, NEVADA (West of Sierra Mt. Watershed), PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA (West of Sierra Mt. Watershed), SUTTER, TEHAMA, TRINITY, YOLO & YUBA COUNTIES

I	Rates	Fringes
ELECTRICIAN		
Remaining area\$	45.06	34.09
Sierra Army Depot, Herlong\$	48.83	18.54
Tunnel work\$	41.01	18.54

CABLE SPLICER: Receives 110% of the Electrician basic hourly rate.

#### ELEC0401-005 01/01/2022

ALPINE (east of the main watershed divide), EL DORADO (east of the main watershed divide), NEVADA (east of the main watershed), PLACER (east of the main watershed divide) and SIERRA (east of the main watershed divide) COUNTIES:

	Rates	Fringes
ELECTRICIAN	\$ 42.50	20.95

#### ZONE RATE:

70-90 miles - \$8.00 per hour 91+ miles - \$10.00 per hour

\_\_\_\_\_

ELEC0551-004 06/01/2022

MARIN AND SONOMA COUNTIES

	Rates	Fringes
ELECTRICIAN	\$ 55.60	28.06

D . . . .

Davisson

ELEC0551-005 12/01/2022

MARIN & SONOMA COUNTIES

	Kates	Fringes
Sound & Communications		
Installer\$	46.64	25.30
Technician\$	53.64	25.65

#### SCOPE OF WORK INCLUDES-

SOUND & VOICE TRANSMISSION (Music, Intercom, Nurse Call, Telephone); FIRE ALARM SYSTEMS [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], TELEVISION & VIDEO SYSTEMS, SECURITY SYSTEMS, COMMUNICATIONS SYSTEMS that transmit or receive information and/or control systems that are intrinsic to the above.

# EXCLUDES-

Excludes all other data systems or multiple systems which include control function or power supply; excludes 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); excludes energy management systems.

\_\_\_\_\_

ELEC0659-006 01/01/2023

DEL NORTE, MODOC and SISKIYOU COUNTIES

	Rates	Fringes
ELECTRICIAN	\$ 43.97	19.26

ELEC0659-008 02/01/2023

DEL NORTE, MODOC & SISKIYOU COUNTIES

Rates Fringes

Line Construction		
(1) Cable Splicer\$	67.80	4.5%+22.15
(2) Lineman, Pole Sprayer,		
Heavy Line Equipment Man\$	60.54	4.5%+22.15
(3) Tree Trimmer\$	37.84	4.5%+14.30
(4) Line Equipment Man\$	53.82	4.5%+19.40
(5) Powdermen,		
Jackhammermen\$	40.37	4.5%+14.30
(6) Groundman\$	33.37	4.5%+14.30

ELEC1245-004 06/01/2022

ALL COUNTIES EXCEPT DEL NORTE, MODOC & SISKIYOU

	3	Rates	Fringes
LINE	CONSTRUCTION (1) Lineman; Cable splicer\$ (2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead &	64.40	22.58
	underground distribution line equipment)\$ (3) Groundman\$	38.23	21.30 20.89 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

\_\_\_\_\_\_

ELEV0008-001 01/01/2023

Rates Fringes
ELEVATOR MECHANIC......\$ 77.61 37.335+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 Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

\_\_\_\_\_

ENGI0003-008 08/01/2022

Rates Fringes

Dredging: (DREDGING:

CLAMSHELL & DIPPER DREDGING; HYDRAULIC SUCTION DREDGING:)

AREA 1:

Meyers Stream Environment Zone/ Erosion Control Project Contract No. 7377, CIP No. 36107007 July 25, 2023 County of El Dorado
Agreement
C-29

(1) Leverman\$	55.15	35.46
(2) Dredge Dozer; Heavy duty repairman\$	50.19	35.46
(3) Booster Pump Operator; Deck		
Engineer; Deck mate;		
Dredge Tender; Winch		
Operator\$ (4) Bargeman; Deckhand;	49.07	35.46
Fireman; Leveehand; Oiler\$	45.77	35.46
AREA 2:	2	
(1) Leverman\$	57.15	35.46
(2) Dredge Dozer; Heavy		
duty repairman\$	52.19	35.46
(3) Booster Pump		
Operator; Deck		
Engineer; Deck mate;		
Dredge Tender; Winch		
Operator\$	51.07	35.46
(4) Bargeman; Deckhand;		
Fireman; Leveehand; Oiler\$	47.77	35.46

#### AREA DESCRIPTIONS

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

# AREA 2: MODOC COUNTY

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

#### ALPINE COUNTY:

Area 1: Northernmost part

Area 2: Remainder

#### CALAVERAS COUNTY:

Area 1: Remainder

Area 2: Eastern part

# COLUSA COUNTY:

Area 1: Eastern part

Area 2: Remainder

#### ELDORADO COUNTY:

Area 1: North Central part

Area 2: Remainder

# FRESNO COUNTY:

Area 1: Remainder

Area 2: Eastern part

#### GLENN COUNTY:

Area 1: Eastern part

Area 2: Remainder

#### LASSEN COUNTY:

Area 1: Western part along the Southern portion of border

with Shasta County

Area 2: Remainder

# MADERA COUNTY:

Area 1: Except Eastern part

Area 2: Eastern part

#### MARIPOSA COUNTY

Area 1: Except Eastern part

Area 2: Eastern part

#### MONTERREY COUNTY

Area 1: Except Southwestern part

Area 2: Southwestern part

#### NEVADA COUNTY:

Area 1: All but the Northern portion along the border of

Sierra County

Area 2: Remainder

#### PLACER COUNTY:

Area 1: Al but the Central portion

Area 2: Remainder

#### PLUMAS COUNTY:

Area 1: Western portion

Area 2: Remainder

#### SHASTA COUNTY:

Area 1: All but the Northeastern corner

Area 2: Remainder

# SIERRA COUNTY:

Area 1: Western part

Area 2: Remainder

#### SISKIYOU COUNTY:

Area 1: Central part

Area 2: Remainder

#### SONOMA COUNTY:

Area 1: All but the Northwestern corner

Area 2: Remainder

#### TEHAMA COUNTY:

Area 1: All but the Western border with Mendocino & Trinity

Counties

Area 2: Remainder

#### TRINITY COUNTY:

Area 1: East Central part and the Northeastern border with

Shasta County

Area 2: Remainder

#### TUOLUMNE COUNTY:

Area 1: Except Eastern part

Meyers Stream Environment Zone/ Erosion Control Project Contract No. 7377, CIP No. 36107007
July 25, 2023

County of El Dorado
Agreement
C-31

\_\_\_\_\_\_

#### ENGI0003-019 06/29/2020

#### SEE AREA DESCRIPTIONS BELOW

	I	Rates	Fringes
OPERATOR: (LANDSCAPE	Power Equipment WORK ONLY)		
GROUP	1		
AREA	1\$	39.95	30.28
AREA	2\$	41.95	30.28
GROUP	5775		
AREA	1\$	36.35	30.28
AREA	2\$	38.35	30.28
GROUP	3		
AREA	1\$	31.74	30.28
AREA	2\$	33.74	30.28

#### 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: Landscape 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

Meyers Stream Environment Zone/ Erosion Control Project Contract No. 7377, CIP No. 36107007 July 25, 2023 County of El Dorado
Agreement
C-33

Area 2: Remainder		
PLUMAS COUNTY: Area 1: Western portion Area 2: Remainder		
SHASTA COUNTY: Area 1: All but the Northeastern corner Area 2: Remainder		
SIERRA COUNTY: Area 1: Western part Area 2: Remainder		
SISKIYOU COUNTY: Area 1: Central part Area 2: Remainder		
SONOMA COUNTY: Area 1: All but the Northwestern corner Area 2: Remainder		
TEHAMA COUNTY: Area 1: All but the Western border with Mendoci Counties Area 2: Remainder	no & Trini	ΣY
TRINITY COUNTY: Area 1: East Central part and the Northeaster b Shasta County Area 2: Remainder	order with	
TULARE COUNTY; Area 1: Remainder Area 2: Eastern part		
TUOLUMNE COUNTY: Area 1: Remainder Area 2: Eastern Part		
ENGI0003-038 06/29/2020		
""AREA 1"" WAGE RATES ARE LISTED BELOW		
""AREA 2"" RECEIVES AN ADDITIONAL \$2.00 PER HOUR RATES.	ABOVE AREA	1
SEE AREA DEFINITIONS BELOW		
Rates	Fringes	
OPERATOR: Power Equipment (AREA 1:)		
GROUP 1\$ 51.42 GROUP 2\$ 49.89 GROUP 3\$ 48.41	31.15 31.15 31.15	
16 Ot F. i		County of

GROUP 1......\$ 51.42 31.15
GROUP 2......\$ 49.89 31.15
GROUP 3.....\$ 48.41 31.15

Meyers Stream Environment Zone/ Erosion Control Project Contract No. 7377, CIP No. 36107007
July 25, 2023 County of El Dorado Agreement C-34

GROUP 4\$  GROUP 5\$  GROUP 6\$  GROUP 7\$  GROUP 8\$  OPERATOR: Power Equipment  (Cranes and Attachments -  AREA 1:)	45.76 44.44 43.30 42.16	31.15 31.15 31.15 31.15 31.15 31.15
GROUP 1		
Cranes\$		31.15
Oiler\$		31.15
Truck crane oiler\$	46.08	31.15
GROUP 2 Cranes\$	50.54	31.15
Oiler\$		31.15
Truck crane oiler\$	45.07	31.15
GROUP 3		e 6 100000
Cranes\$		31.15
Hydraulic\$ Oiler\$		31.15 31.15
Truck crane oiler\$		31.15
GROUP 4	11.03	01.10
Cranes\$	45.76	31.15
OPERATOR: Power Equipment		
(Piledriving - AREA 1:)		
GROUP 1 Lifting devices\$	52 64	31.15
Oiler\$		31.15
Truck Crane Oiler\$		31.15
GROUP 2		
Lifting devices\$		31.15
Oiler\$		31.15
Truck Crane Oiler\$ GROUP 3	45.41	31.15
Lifting devices\$	49.14	31.15
Oiler\$		31.15
Truck Crane Oiler\$	45.12	31.15
GROUP 4	1000 1000	
Lifting devices\$	47.37	31.15
GROUP 5 Lifting devices\$	44 73	31.15
GROUP 6	11	51.10
Lifting devices\$	42.50	31.15
OPERATOR: Power Equipment		
(Steel Erection - AREA 1:)		
GROUP 1 Cranes\$	E2 27	31.15
Oiler\$		31.15
Truck Crane Oiler\$		31.15
GROUP 2		
Cranes\$		31.15
Oiler\$		31.15
Truck Crane Oiler\$ GROUP 3	45.73	31.15
Cranes\$	50.02	31.15
Hydraulic\$		31.15
Oiler\$		31.15
Meyers Stream Environment Zone/ Erosion Con	trol Project	

Contract No. 7377, CIP No. 36107007

July 25, 2023

County of El Dorado Agreement C-35

Truck Crane Oil	er\$	45.46	31.15
GROUP 4	2557.40		
Cranes	ş	48.00	31.15
GROUP 5	· 2	7.1.	
Cranes		46.70	31.15
OPERATOR: Power Equi	37		
(Tunnel and Undergrou	nd Work		
- AREA 1:)			
SHAFTS, STOPES,	RAISES:		
GROUP 1	\$	47.52	31.15
GROUP 1-A	\$	49.99	31.15
GROUP 2	\$	46.26	31.15
GROUP 3	\$	44.93	31.15
GROUP 4	\$	43.79	31.15
GROUP 5	\$	42.65	31.15
UNDERGROUND:			
GROUP 1	\$	47.42	31.15
GROUP 1-A	\$	49.89	31.15
GROUP 2	\$	46.16	31.15
GROUP 3	\$	44.83	31.15
GROUP 4	\$	43.69	31.15
GROUP 5			31.15

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 construction 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 machine (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; Self-propelled 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; Self-propelled 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

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 qun; 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: DEL NORTE, HUMBOLDT, LAKE, MENDOCINO AREA 2 -NOTED BELOW

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

DEL NORTE COUNTY:

Area 1: Extreme Southwest corner

Area 2: Remainder

**HUMBOLDT COUNTY:** 

Area 1: Except Eastern and Southwestern parts

Area 2: Remainder

LAKE COUNTY:

Area 1: Southern part

Area 2: Remainder

MENDOCINO COUNTY:

Area 1: Central and Southeastern Parts

Area 2: Remainder

\_\_\_\_\_

IRON0118-012 01/01/2023

ALPINE, LASSEN, MODOC, SISKIYOU and TRINITY COUNTIES

Rates Fringes

IRONWORKER.....\$ 41.00 33.70

\_\_\_\_\_\_

IRON0118-013 01/01/2023

AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, MARIN, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SOLANO, SONOMA, SUTTER, TEHAMA, YOLO and YUBA COUNTIES

IRONWORKER.....\$ 46.20 34.30

LABO0067-003 03/04/2023

AREA ""1"" - MARIN and NAPA COUNTIES

AREA ""2"" - ALPINE, AMADOR, BUTTE COLUSA EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA, SUTTER, TEHAMA, TRINITY, YOLO, AND YUBA COUNTIES

	Rates	Fringes
LABORER (ASBESTOS/MOLD/LEAD LABORER)		
Marin and Napa Counties	\$ 35.25	27.09
Remaining Counties	\$ 34.25	27.09

LABO0067-005 06/27/2022

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

AREA ""B"" - ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, DEL NORTE, EL DORADO, FRESNO, GLENN, HUMBOLDT, KINGS, LAKE, LASSEN, MADERA, MARIPOSA, MENDOCINO, MERCED, MODOC, MONTEREY, NEVADA, PLACER, PLUMAS, SANCREMENTO, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, SIERRA, SHASTA, SISKIYOU, STANISLAUS, TEHAMA, TRINITY, TULARE, TUOLUMNE, YOLO AND YOUBA COUNTIES

I	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person		
Area A\$	36.01	26.10
Area B\$		26.10
Traffic Control Person I		
Area A\$	36.31	26.10
Area B\$	35.31	26.10
Traffic Control Person II		
Area A\$	33.81	26.10
Area B\$		26.10

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.

LABO0185-002 07/01/2022

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO AND YUBA COUNTIES

		Rates	Fringes
LABORER			
Mason	Tender-Brick	\$ 35.29	25.21
233440000 W 440 W			

LABO0185-005 07/01/2021

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO AND YUBA COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1	.\$ 42.00	25.71
GROUP 2	.\$ 41.77	25.71
GROUP 3		25.71
GROUP 4	.\$ 41.07	25.71
GROUP 5	.\$ 40.53	25.71
Shotcrete Specialist	.\$ 42.52	25.71

### 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

LABO0185-006 06/25/2018

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHIASTA, SIERRA, SISKIYOU,

1	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA B:) Construction Specialist		
Group\$		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 labor	orer classific	ations.
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\$		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 shall 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 shotcrete

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)

\_\_\_\_\_

LABO0185-008 07/01/2022

	Rates	Fringes
Plasterer tender	\$ 38.02	28.25
Work on a swing stage scaffold:	\$1.00 per hour a	dditional.

LABO0261-002 06/28/2021

MARIN COUNTY

1	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE		
CLOSURE)		
Escort Driver, Flag Person\$	34.48	26.21
Traffic Control Person I\$	34.78	26.21
Traffic Control Person II\$	32.28	26.21

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

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

\_\_\_\_\_\_

LABO0261-004 07/01/2021

# MARIN COUNTY

	I	Rates	Fringes
Tunnel and	Shaft Laborers:		
GROUP	1\$	42.00	25.71
GROUP	2\$	41.77	25.71
GROUP	3\$	41.52	25.71
GROUP	4\$	41.07	25.71
	5\$		25.71
Shotc	rete Specialist\$	42.52	25.71

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

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

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

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

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

\_\_\_\_\_\_

LABO0261-007 07/01/2022

MARIN COUNTY

	Rates	Fringes
LABORER		
Mason Ten	der-Brick\$ 36.54	25.21
	26 (05 (0010	

LABO0261-010 06/25/2018

MARIN 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	.\$ 30.54	23.20
GROUP 4	.\$ 24.23	23.20

See groups 1-b and 1-d under laborer classifications. LABORER (GARDENERS,  $\$ 

HORTICULTURAL & LANDSCAPE

LABORERS - AREA A:)

(1) New Construction\$	30.54	23.20
(2) Establishment Warranty		
Period\$	24.23	23.20
LABORER (GUNITE - AREA A:)		
GROUP 1\$	30.75	22.31
GROUP 2\$	30.25	22.31
GROUP 3\$	29.66	22.31
GROUP 4\$	29.54	22.31
LABORER (WRECKING - AREA A:)		
GROUP 1\$	30.79	23.20
GROUP 2\$	30.64	23.20

### FOOTNOTES:

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

\_\_\_\_\_\_

#### LABORER CLASSIFICATIONS

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

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

similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

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

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

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete

construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

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

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

A: at demolition site for the salvage of the material.

B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.

C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

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

\_\_\_\_\_

# GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

# WRECKING WORK LABORER CLASSIFICATIONS

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

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

\_\_\_\_\_\_

LABO0261-015 07/01/2022

Rates Fringes

Plasterer tender.....\$ 38.02 28.25

NAPA, SOLANO, AND SONOMA, COUNTIES

I	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE		
CLOSURE)		Total Talance - The a Country of
Escort Driver, Flag Person\$	33.48	26.21
Traffic Control Person I\$	33.78	26.21
Traffic Control Person II\$	31.28	26.21

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

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

\_\_\_\_\_\_

LABO0324-008 06/25/2018

NAPA, SOLANO, AND SONOMA COUNTIES

	1	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
Shote	cete Specialist\$	38.34	24.11

# TUNNEL AND SHAFT CLASSIFICATIONS

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

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

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

GROUP 4: Vibrator operator, pavement breaker; Bull gang -

muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

\_\_\_\_\_\_

LABO0324-010 07/01/2022

SOLANO AND SONOMA COUNTIES

	Rates	Fringes
LABORER Mason Tender-Brick	\$ 35.84	25.91
LABO0324-013 06/25/2018		

NAPA, SOLANO, AND SONOMA COUNTIES

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT		
LABORERS - AREA B:)		
Construction Specialist		
Group		23.20
GROUP 1		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 la	borer classific	ations.
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		22.31
GROUP 3		22.31
GROUP 4		22.31
LABORER (WRECKING - AREA B:)		
GROUP 1	\$ 29.79	23.20
GROUP 2		23.20
Chool Elininininininininininininininininininin		. NETS . THE SON™ (SETTLE SET LESS

### 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.

\_\_\_\_\_

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 shall 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 shotcrete

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)

\_\_\_\_\_\_

LABO0324-019 07/01/2022

Rates Fringes

28.25

Plasterer tender.....\$ 38.02

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

PAIN0016-004 01/01/2023

MARIN, NAPA, SOLANO & SONOMA COUNTIES

Rates

Fringes

Painters:....\$ 47.42

27.28

#### PREMIUMS:

EXOTIC MATERIALS - \$1.25 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

Meyers Stream Environment Zone/ Erosion Control Project Contract No. 7377, CIP No. 36107007 July 25, 2023

County of El Dorado Agreement C-55

100 to 180 feet - \$4.00 per hour additional Over 180 feet - \$6.00 per hour additional

\_\_\_\_\_\_

PAIN0016-005 01/01/2023

ALPINE, BUTTE, COLUSA, EL DORADO (west of the Sierra Nevada Mountains), GLENN, LASSEN (west of Hwy. 395, excluding Honey Lake); MARIN, MODOC, NAPA, NEVADA (west of the Sierra Nevada Mountains), PLACER (west of the Sierra Nevada Mountains), PLUMAS, SACRAMENTO, SHASTA, SIERRA (west of the Sierra Nevada Mountains), SISKIYOU, SOLANO, SONOMA, SUTTER, TEHAMA, TRINITY, YOLO AND YUBA COUNTIES

Rates Fringes

DRYWALL FINISHER/TAPER......\$ 53.03 28.84

PAIN0016-007 01/01/2023

ALPINE, AMADOR, BUTTE, COLUSA. EL DORADO (west of the Sierra Nevada Mountains), GLENN, LASSEN (west of Highway 395, excluding Honey Lake), MODOC, NEVADA (west of the Sierra Nevada Mountains), PLACER (west of the Sierra Nevada Mountains), PLUMAS, SACRAMENTO, SHASTA, SIERRA (west of the Sierra Nevada Mountains), SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO & YUBA COUNTIES

Rates Fringes
Painters:.....\$ 38.23 22.05

SPRAY/SANDBLAST: \$0.50 additional per hour. EXOTIC MATERIALS: \$1.25 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.

\_\_\_\_\_\_

PAIN0016-008 01/01/2023

MARIN, NAPA, SOLANO AND SONOMA COUNTIES

Rates Fringes

SOFT FLOOR LAYER......\$ 55.25 32.63

PAIN0169-004 01/01/2023

MARIN, NAPA & SONOMA COUNTIES; SOLANO COUNTY (west of a line defined as follows: Hwy. 80 corridor beginning at the City of Fairfield, including Travis Air Force Base and Suisun City; going north of Manakas Corner Rd., continue north on Suisun Valley Rd. to the Napa County line; Hwy. 80 corridor south on Grizzly Island Rd. to the Grizzly Island Management area)

Rates Fringes

GLAZIER.....\$ 55.77 32.45

### \* PAIN0567-001 07/01/2022

EL DORADO COUNTY (east of the Sierra Nevada Mountains); LASSEN COUNTY (east of Highway 395, beginning at Stacey and including Honey Lake); NEVADA COUNTY (east of the Sierra Nevada Mountains); PLACER COUNTY (east of the Sierra Nevada Mountains); AND SIERRA COUNTY (east of the Sierra Nevada Mountains)

	Rates	Fringes
Painters:		
Brush and Roller	.\$ 33.15	14.29
Spray Painter & Paperhanger	.\$ 34.81	14.29

# PREMIUMS:

Special Coatings (Brush), and Sandblasting = \$0.50/hr Special Coatings (Spray), and Steeplejack = \$1.00/hr Special Coating Spray Steel = \$1.25/hr Swing Stage = \$2.00/hr

\*A special coating is a coating that requires the mixing of 2 or more products.

\_\_\_\_\_

#### PAIN0567-007 07/01/2022

EL DORADO COUNTY (east of the Sierra Nevada Mountains); LASSEN COUNTY (east of Highway 395, beginning at Stacey and including Honey Lake); NEVADA COUNTY (east of the Sierra Nevada Mountains); PLACER COUNTY (east of the Sierra Nevada Mountains) AND SIERRA COUNTY (east of the Sierra Nevada Mountains)

	Rates	Fringes
SOFT FLOOR LAYER	\$ 34.27	16.47
PAIN0567-010 07/01/2022		

EL DORADO COUNTY (east of the Sierra Nevada Mountains); LASSEN COUNTY (east of Highway 395, beginning at Stacey and including Honey Lake); NEVADA COUNTY (east of the Sierra Nevada Mountains); PLACER COUNTY (east of the Sierra Nevada Mountains); AND SIERRA COUNTY (east of the Sierra Nevada Mountains)

Rates Fringes

Drywall

(1) Taper\$	38.92	14.99
(2) Steeplejack - Taper,		
over 40 ft with open space		
below\$	40.42	14.99

PAIN0767-004 01/01/2023

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SOLANO (Remainder), SUTTER, TEHAMA, TRINITY, YOLO, YUBA

	Rates	Fringes
GLAZIER	.\$ 43.15	33.72

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

\_\_\_\_\_

PAIN1176-001 07/01/2022

HIGHWAY IMPROVEMENT

	Rates	Fringes
Parking Lot Striping/Highway		
Marking:		
GROUP 1	\$ 40.83	17.62
GROUP 2	\$ 34.71	17.62
GROUP 3	\$ 35.11	17.62

# 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

PAIN1237-001 01/01/2023

ALPINE; COLUSA; EL DORADO (west of the Sierra Nevada Mountains); GLENN; LASSEN (west of Highway 395, beginning at Stacey and including Honey Lake); MODOC; NEVADA (west of the Sierra Nevada Mountains); PLACER (west of the Sierra Nevada Mountains); PLUMAS; SACRAMENTO; SHASTA; SIERRA (west of the Sierra Nevada Mountains); SISKIYOU; SUTTER; TEHAMA; TRINITY; YOLO AND YUBA COUNTIES

	Rates	Fringes
SOFT FLOOR LAYER	\$ 46.24	25.96
PLAS0300-003 07/01/2018		
	Rates	Fringes
PLASTERER  AREA 295: Alpine, Amador, Butte, Colusa, El Dorado, Glenn, Lassen, Modoc, Nevada, Placer, Plumas, Sacramento, Shasta, Sierra, Siskiyou, Solano, Sutter, Tehama, Trinity, Yolo & Yuba Counties AREA 355: Marin AREA 355: Napa & Sonoma		31.68 31.68
Counties	\$ 32.70	31.68
PLAS0300-005 07/01/2016		
	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER.	\$ 32.15	23.27
PLUMBER (Plumber, Steamfitter, Refrigeration Fitter) (1) Work on wooden frame structures 5 stories or less excluding high-rise	Rates	Fringes
buildings and commercial work such as hospitals, prisons, hotels, schools, casinos, wastewater treatment plants, and research facilities as wel as refrigeration pipefitting, service and repair work - MARKET RECOVERY RATE(2) All other work - NEW		46.38
CONSTRUCTION RATE	\$ 82.00	48.18
PLUM0038-006 07/01/2022		
MARIN & SONOMA COUNTIES		
	of water and the transport proofs.	_

Rates

Meyers Stream Environment Zone/ Erosion Control Project Contract No. 7377, CIP No. 36107007
July 25, 2023

County of El Dorado Agreement C-59

Fringes

PLUM0228-001 01/01/2023

BUTTE, COLUSA, GLENN, LASSEN, MODOC, PLUMAS, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY & YUBA COUNTIES

Rates Fringes

PLUMBER....\$ 44.75

\_\_\_\_\_\_

PLUM0343-001 07/01/2022

NAPA AND SOLANO COUNTIES

1	Rates	Fringes
PLUMBER/PIPEFITTER		
Light Commercial\$	30.85	20.40
All Other Work\$	58.00	40.48

# DEFINITION OF LIGHT COMMERICIAL:

Work shall include strip shopping centers, office buildings, schools and other commercial structures which the total plumbing bid does not exceed Two Hundred and Fifty Thousand (\$250,000) and the total heating and cooling does not exceed Two Hundred Fifty Thousand (\$250,000); or Any projects bid in phases shall not qualify unless the total project is less than Two Hundred Fifty Thousand (\$250,000) for the plumbing bid; and Two Hundred Fifty Thousand (\$250,000) for the heating and cooling bid. Excluded are hospitals, jails, institutions and industrial projects, regardless size of the project

FOOTNOTES: While fitting galvanized material: \$.75 per hour additional. Work from trusses, temporary staging, unquarded structures 35' from the ground or water: \$.75 per hour additional. Work from swinging scaffolds, boatswains chairs or similar devices: \$.75 per hour additional.

PLUM0350-001 08/01/2021

EL DORADO COUNTY (Lake Tahoe area only); NEVADA COUNTY (Lake Tahoe area only); AND PLACER COUNTY (Lake Tahoe area only)

	Rates	Fringes
PLUMBER/PIPEFITTER	\$ 47.54	17.11
PLUM0355-001 07/01/2022		

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SOLANO, SUTTER, TEHAMA, TRINITY, YOLO, AND YUBA

	Rates	Fringes	
Underground Utility Worker /Landscape Fitter		17.55	
PLUM0442-003 01/01/2023			
AMADOR (South of San Joaquin F	River) and ALP	INE COUNTIES	
	Rates	Fringes	
PLUMBER		35.14	
PLUM0447-001 07/01/2022			
AMADOR (north of San Joaquin River), EL DORADO (excluding Lake Tahoe area), NEVADA (excluding Lake Tahoe area); PLACER (excluding Lake Tahoe area), SACRAMENTO AND YOLO COUNTIES			
	Rates	Fringes	
PLUMBER/PIPEFITTER JourneymanLight Commercial Work	\$ 36.23	28.00 17.72	
ROOF0081-006 08/01/2022			
MARIN, NAPA, SOLANO AND SONOMA	. COUNTIES		
	Rates	Fringes	
Roofer		20.66	
ROOF0081-007 08/01/2022			
ALPINE, BUTTE, COLUSA, EL DORA PLACER, PLUMAS, SACRAMENTO, SH TEHAMA, TRINITY, YOLO, AND YUB	ASTA, SIERRA,		
	Rates	Fringes	
Roofer	\$ 43.13	19.71	
SFCA0483-003 01/01/2023			
MARIN, NAPA, SOLANO AND SONOMA	COUNTIES		
	Rates	Fringes	
SPRINKLER FITTER (Fire Sprinklers)	\$ 72.59	36.95	
SFCA0669-003 04/01/2023	<b></b>		

Meyers Stream Environment Zone/ Erosion Control Project Contract No. 7377, CIP No. 36107007
July 25, 2023

County of El Dorado
Agreement
C-61

ALPINE, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO AND YUBA COUNTIES

	Rates	Fringes		
SPRINKLER FITTER	SUM DE MEMBER AT PROPER	27.39		
SHEE0104-006 06/29/2020				
MARIN, NAPA, SOLANO, SONOMA & TRINITY COUNTIES				
	Rates	Fringes		
Sheet Metal Worker  Mechanical Contracts \$200,000 or less	\$ 64.06	45.29 46.83		
SHEE0104-009 07/01/2021				
AMADOR, COLUSA, EL DORADO, NEVADA, PLACER, SACRAMENTO, SUTTER, YOLO AND YUBA COUNTIES				
	Rates	Fringes		
SHEET METAL WORKER	.\$ 47.85			
SHEE0104-010 07/01/2020				
ALPINE COUNTY				
	Rates	Fringes		
SHEET METAL WORKER	\$ 43.50	37.42		
SHEE0104-011 07/01/2020				
BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, YOLO AND YUBA COUNTIES				
	Rates	Fringes		
Sheet Metal Worker (Metal decking and siding only)	\$ 44.45	35.55 		
SHEE0104-014 07/01/2020				
MARIN, NAPA, SOLANO, SONOMA AND TRINITY COUNTIES				
	Rates	Fringes		

SHEET METAL WORKER (Metal

Meyers Stream Environment Zone/ Erosion Control Project Contract No. 7377, CIP No. 36107007
July 25, 2023

County of El Dorado
Agreement
C-62

SHEE0104-019 07/01/2020

BUTTE, GLENN, LASSEN, MODOC, PLUMAS, SHASTA, SIERRA, SISKIYOU AND TEHAMA COUNTIES

	Rates	Fringes
SHEET METAL WORKER  Mechanical Jobs \$200,000 &		
under\$  Mechanical Jobs over	35.16	35.88
\$200,000\$	46.60	40.21

TEAM0094-001 07/01/2022

	J	Rates	Fringes
Truck drive	ers:		
GROUP	1\$	36.95	31.14
GROUP	2\$	37.25	31.14
GROUP	3\$	37.55	31.14
	4\$		31.14
	5\$		31.14

#### FOOTNOTES:

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

### TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Dump trucks, under 6 yds.; Single unit flat rack (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); Lowbed 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

https://www.dol.gov/agencies/whd/government-contracts.

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.

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 National Office because National Office has 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"

# ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (June 2020) (FAR 52-223-18)

(a) Definitions.

As used in this clause - "Driving"-

- (1) Means operating a motor vehicle on an active roadway with the motor running, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise.
- (2) Does not include operating a motor vehicle with or without the motor running when one has pulled over to the side of, or off, an active roadway and has halted in a location where one can safely remain stationary. Text messaging means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include glancing at or listening to a navigational device that is secured in a commercially designed holder affixed to the vehicle, provided that the destination and route are programmed into the device either before driving or while stopped in a location off the roadway where it is safe and legal to park.
- (b) This clause implements Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, dated October 1, 2009.
- (c) The CONTRACTOR is encouraged to -
  - (1) Adopt and enforce policies that ban text messaging while driving-
    - (i) Company-owned or rented vehicles or Government-owned vehicles; or
    - (ii) Privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government.
  - (2) Conduct initiatives in a manner commensurate with the size of the business, such as-
    - (i) Establishment of new rules and programs or reevaluation of existing programs to prohibit text messaging while driving; and
    - (ii) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- (d) Subcontracts. The CONTRACTOR shall insert the substance of this clause, including this paragraph (d), in all subcontracts that exceed the micro-purchase threshold, as defined in Federal Acquisition Regulation 2.101 on the date of subcontract award.