



179 Cross Street, Suite A  
San Luis Obispo, CA 93401  
(805) 781-4472 Fax (805) 781-1291  
[www.slorta.org](http://www.slorta.org)

# REQUEST FOR QUALIFICATIONS Design & Engineering Services for the RTA BUS MAINTENANCE FACILITY

**RFQ Release Date**

**May 7, 2018**

**Submittal Due Date**

**June 20, 2018 at or before 4:00 pm (PST)**

Four printed copies and one digital copy of your firm's submittal should be submitted to the attention of the undersigned;

**Mail completed submittals to:**

Geoff Straw, Project Manager  
San Luis Obispo Regional Transit Authority,  
179 Cross Street,  
San Luis Obispo, CA 93401  
805-781-4465  
[gstraw@slorta.org](mailto:gstraw@slorta.org)

Questions regarding the solicitation process and the scope of work should be directed to Geoff Straw at (805) 781-4465. All questions should be submitted in writing by mail, e-mail no later than 4:00 p.m. on Wednesday, June 6, 2018. These questions, along with their answers, will be forwarded to all known RFQ recipients by 5:00 p.m. on June 11, 2018.

The Regional Transit Authority is a Joint Powers Agency serving residents and visitors of:

Arroyo Grande Atascadero Grover Beach Morro Bay Paso Robles Pismo Beach San Luis Obispo and The County of San Luis Obispo

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## **SECTION I – PROCUREMENT SCHEDULE**

May 7, 2018	Publish RFQ
May 23, 2018 at 2:00 p.m.	Non-mandatory pre-submittal meeting in RTA Upstairs Conference Room, located at 179 Cross Street, San Luis Obispo, CA 93401
June 6, 2018 by 4:00 p.m.	Questions/clarifications due
June 11, 2018 by 5:00 p.m.	Answers to questions posted on RTA website
June 20, 2018 by 4:00 p.m.	Submittals Due and names of submitters announced in RTA Upstairs Conference Room
June 29, 2018	Vendor Interviews (If Needed)
Week of July 11, 2018	Final Selection and Notice to Proceed

### **Procurement Process and Scope of Work Questions:**

All procurement documents will be posted on the RTA website. Vendors are encouraged to submit questions, preferably via email, regarding the RFQ by Wednesday June 6, 2018 prior to 4:00 p.m. These questions, along with the RTA's responses, will be forwarded to all known RFQ recipients and posted on our website by 5:00 p.m. on Monday June 11, 2018.

### **To:**

Geoff Straw  
San Luis Obispo Regional Transit Authority  
179 Cross Street,  
San Luis Obispo, CA 93401  
805-781-4465 Voice  
[gstraw@slorta.org](mailto:gstraw@slorta.org)

## SECTION II – INTRODUCTION & BACKGROUND

### A. INTRODUCTION

The San Luis Obispo Regional Transit Authority (RTA) intends to retain a qualified and committed professional Design Team to prepare design, engineer and assist with implementation of a long-term administration, operations and maintenance facility in San Luis Obispo. The specific work requirements are detailed in SECTION III SCOPE OF WORK.

### B. BACKGROUND

The RTA is a joint powers agency comprised of the Cities of San Luis Obispo, Morro Bay, Atascadero, Arroyo Grande, Paso Robles, Grover Beach, Pismo Beach and the County of San Luis Obispo. The RTA provides regional fixed routes along primary roadway corridors throughout San Luis Obispo County, and the RTA's sister agency (South County Transit) operates local fixed routes in the Five Cities Area. In addition, the RTA operates Runabout, which is the ADA complementary paratransit provider for all fixed route providers in the County. Finally, the RTA provides local fixed route and dial-a-ride services under contract to the City of Paso Robles. The project will accommodate all administrative, operations and maintenance needs for all public transit services listed above.

Any contract resulting from this procurement is subject to financial assistance contract between the RTA and the United States Department of Transportation and the California Department of Transportation.

### C. PURPOSE

The purpose of this Request for Qualifications (RFQ) is to engage the services of a qualified, responsive, and responsible architectural firm that will provide as-needed architectural, engineering and construction management services under a task based contract. The program envisioned for this project is aimed at designing/engineering a new administrative, operations and maintenance facility as entitled in the *Maintenance Facility Project Initial Study – Mitigated Negative Declaration (IS/MND)* report adopted by the RTA Board of Directors at its September 2017 meeting. Bidders must become familiar with and develop its submittal based on the project parameters discussed in the IS/MND report, particularly the Description of Project and Mitigation Measures Required for the Project sections.

### D. RTA RIGHTS

The RTA reserves the right to cancel this RFQ or postpone the date and time for submitting proposals at any time prior to the due date. The RTA specially reserves the right to reject any or all submittals including, without limitation, nonconforming, nonresponsive, or conditional submittals, to investigate the responsibility of any Vendor, to reject any provisions in any

submittal, to waive any informalities or non-material deviations in any submittal, to request new submittals, or to proceed to obtain the services otherwise. No Vendor shall have the right to make a claim against the RTA in the event the RTA accepts a submittal or does not accept any or all submittals.

## **SECTION III – SCOPE OF SERVICES**

The scope defines the RTA’s requirements for delivering services for the planning, design, permitting and construction of the proposed RTA Bus Maintenance Facility and providing the necessary services to bring the project to fruition. The proposed scope itemizes the various tasks and subtasks to develop a level of detail on each task that shall lead to providing a functional facility.

The scope of services comprises eight major tasks, discussed on the following pages:

### Site Master Planning

- Task 1: Review Existing Conditions
- Task 2: Facility Programming
- Task 3: Conceptual Layouts

### Architectural and Engineering Design

- Task 4: Schematic Design
- Task 5: Design Development
- Task 6: Construction Contract Documents

### Bid Phase and Construction Phase Services

- Task 7: Contractor Bidding and Award
- Task 8: Construction Phase Services

## **TASK 1: REVIEW EXISTING CONDITIONS**

Task 1 consists of identifying existing conditions and criteria to be used during the other project tasks.

### 1.1 Field Topo/Utility Survey Of Selected Site

A surveyor shall be contracted by the Design Team to provide current topographic surveys of the proposed site based on the most current USGS data. Additional survey information that shall be required by the project shall be identified by the Design Team and shall be gathered by whatever additional survey efforts are necessary. Utility locations are to be identified, as well as any restrictions that may be attached to the proposed site. As part of the overall effort, the Design Team is to study existing site conditions to identify possible site issues that may affect locations of new structures. The Design Team shall verify (or perform) measurements on the survey and provide documentation to the owner.

## 1.2 Site Visit

The Design Team shall visit the proposed site to become familiar with site constraints and to validate the findings in the following two Concept Plan documents:

- The Site Consideration for an RTA Long-Term Garage Facility report, which was presented to the RTA Board of Directors at its January 7, 2015 meeting.
- The concept plan and related findings in the Mitigated Negative Declaration report, which was certified by the RTA Board at its September 6, 2017 meeting.

The Design Team shall review the drainage characteristics of the proposed site, including any existing drainage channels and structures, outfalls, and the need for oil/water separators. The Design Team shall review access and egress opportunities and determine the need for traffic control or roadway improvements. The condition of the site shall be reviewed, as well as locations of incoming utilities. The Design Team shall perform photo-documentation and provide documentation to the RTA.

## 1.3 Phase I Geotechnical Investigation

The Design Team shall conduct a Phase I geotechnical investigation at the project site to provide an initial assessment of soil conditions that may affect installation of the administration, operations and maintenance building, ancillary equipment (fueling, washing, etc.) and pavement improvements. The Phase I investigation shall include compilation and review of available geotechnical and geological information regarding the study area, including past and current site usage. Laboratory tests shall also be carried out on recovered soil samples to aid soil classification and determination of pertinent engineering properties.

The results of the Phase I geotechnical investigation are to be summarized in a written report with all test results attached and forwarded to the RTA. The report shall include preliminary assessments of site preparation needs, foundation support considerations and recommendations for additional investigation at the site that shall be required for final design.

## 1.4 Financial Review

The RTA's conceptual plans identify a need for \$12.8 million to complete the design/engineering and construction phases. To date, the RTA has allocated approximately \$2.4 million in FTA Section 5307 funds, California Proposition 1B funds, and California Senate Bill 1 funds toward completion of the bus garage project (including this design and engineering phase). As part of this subtask, the Design Team will test the RTA's financial capacity to complete the project, including assistance in determining methods of financing the project. This financial planning assistance will continue throughout the design/engineering process so that the RTA can respond quickly to any refinements in the estimated construction cost. At the outset of this task, the Design Team will review the RTA's historical funding streams, projected facility operating costs, and determine any weaknesses in our established governing documents (Joint Powers Agreement, established policies and procedures, etc.) to determine if the RTA should consider new policies that will expand our opportunities to fund the garage project. This

will also include a review of potential new funding sources that could potentially be pursued. New funding sources may include Federal and State discretionary capital funds, New Market Tax Credit funds, Federal and State infrastructure banks, private/public partnerships, municipal bonding, and traditional borrowing through a bank(s).

If municipal debt financing is ultimately recommended as part of this task, the Design Team will assist the RTA in developing policies and procedures necessary to issue the financing instruments, as well as helping to develop a scope of work to eventually procure municipal debt advisor services and specialized counsel services. As the potential issuer, the RTA must ensure the selected municipal debt advisor has the necessary expertise to assist us in determining the best type of financing for the agency, selecting other finance professionals, planning the debt financing instrument sale, and successfully selling and closing the debt instruments. While a municipal advisor plays a key role on the financing team, the Design Team will assist the RTA in developing a plan and accompanying policies such that the RTA will remain in control of the decision making process necessary for the issuance and sale of the debt instrument and/or implementing the financing.

#### 1.5 Transportation Electrification Readiness

The RTA intends for the new bus maintenance facility to accommodate future battery-electric bus and possible hydrogen fuel-cell vehicle technologies. The Design Team will assess our transportation electrification needs based on the current miles operated by each vehicle type (over-the-road coaches, 35- and 40-foot heavy-duty buses, 30- to 35-foot medium-heavy duty buses, cutaway paratransit vans, and wheelchair-accessible minivans), the operating profile of each driver/bus block assignment, and current bus technologies. The Design Team will also project the RTA's future transportation electrification needs based on a 1% annual growth in our fleet miles.

#### **TASK 1 DELIVERABLES:**

- Topographic and boundary surveys
- Utility location survey
- Geotechnical report
- Preliminary report of the RTA's financial capacity to implement the project, including necessary steps the RTA must take should municipal debt financing be pursued
- Transportation Electrification Readiness Plan

#### **TASK 2: FACILITY PROGRAMMING**

Task 2 consists of research and validation of any existing space programming and operating requirements for each functional area in the proposed facility, such as office space, storage and vehicle parking areas, and areas to be allocated to nonrevenue vehicles, employee parking, and landscaping to include areas required by local jurisdictional agencies (e.g., water retention/detention).



## 2.1 User Group Interviews

During the kickoff meeting, the Design Team shall meet with RTA staff to discuss the Scope of Services, the plan of action, and the project schedule. Participants shall include the RTA Executive Director, the RTA Deputy Director, the RTA Maintenance Manager and the RTA Operations Manager, as well as planning or public works staff from the City of San Luis Obispo. The intent of these meetings is to ascertain the operating characteristics of the proposed facility and any special operating conditions or methods that would influence the programming and design of the facility. This shall be the first step in developing the facility space validation program.

Management staff interviews: The management staff will help to identify RTA employees for the various functional areas and work with the project team in setting up user interviews and detailed tours of the functional areas. This will be the second step in validating the facility space program.

User group interviews: As part of the ongoing interviews, the team will meet with supervisors and lead personnel to understand the operational and functional requirements of the site. Members of the Design Team specializing in programming and functional requirements will interview personnel and gather information to validate space and equipment needs as currently defined in the Concept Plan. The team will generate equipment lists, design criteria and space needs for the offices and storage areas.

Operation observations: As a continuation of the user interviews, members of the Design Team will observe operations personnel during shift operations (i.e., early morning bus departures and mid-day shift changes) to better understand needs and identify current constraints that may prevent personnel from functioning at a peak level of production. This will require observations at the RTA's current facility located at 179 Cross Street. This is critical in identifying restrained performance due to space or equipment needs. Observations will also provide valuable input in the preparation of any alternative facility concept plans.

CEQA Mitigation Measures: On September 6, 2017, the RTA Board of Directors adopted the *RTA Bus Maintenance Facility Initial Study / Mitigated Negative Declaration (MND)* report. The MND report provides a summary of the 15 mitigation measures that must be incorporated into the project. It will be the Design Team's responsibility to incorporate those mitigation measures into the design and engineering of the project. The full report can be downloaded at <http://www.slorta.org/wordpress/wp-content/uploads/RTA-Bus-Maint-Facility-IS-MND-Public-Review-20-Jul-2017-1.pdf>. A Categorical Exclusion was subsequently granted by the FTA shortly thereafter.

## 2.2 Functional Criteria

The RTA initially defined the project in the Facility Siting Analysis report, which was presented to the RTA Board of Directors at its January 2015 meeting. The project was further refined in the MND report, which was certified by the RTA Board at its September 6, 2017 meeting. Members of the Design Team shall review and understand both reports, and subsequently

meet with operating personnel to validate the space and equipment needs that were previously assumed. This shall allow the Design Team to generate more detailed equipment lists, design criteria and space needs for the individual offices and storage areas.

### 2.3 Program Development

This sub-task consists of research and validation of the space program and operating requirements for each functional area in the proposed modular office building, such as office space, materials storage, bus parking, non-revenue vehicle parking, employee parking, landscaping and other operational needs.

Early on, the Design Team must review and understand all of the environmental Mitigation Measures certified by the RTA Board of Directors in the MND report, and each must be considered in all phases of the work. Below is a summary list of the 15 measures:

#### **Preconstruction:**

- CUL-1: Archeological Testing Program
- GEO-1: Conduct Geotechnical Investigation and Soil Remediation
- NOI-1: Construction Vehicle Travel Route
- NOI-4: Neighboring Property Owner Notification and Construction Noise Complaints, Plan Requirements and Timing, and Monitoring.

#### **During Construction:**

- AQ-1: Measures to Reduce Fugitive Dust During Construction
- AQ-2: Measures to Reduce Construction Equipment Emissions
- BIO-1: Nesting Birds
- BIO-2: Invasive Plant Species
- CUL-2: Monitoring by Qualified Archaeologist
- CUL-3: Unanticipated Discovery of Human Remains
- NOI-2: Construction Activity Timing
- NOI-3: Construction Equipment Best Management Practices (BMPs)
- TCR-1: Native American Monitor
- TCR-2: Unanticipated Discovery of Tribal Cultural Resources

#### **Post-Construction/Operations:**

- AQ-3: Measures to Reduce Operational Idling Emissions

#### 2.4 Validated Facility Program

Upon completion of the user interviews, the Design Team will prepare a detailed space allocation program identifying space requirements for major functions such as vehicle storage, employee amenities, and administrative spaces. Site spatial needs for requirements such as bus storage, fare retrieval, and employee parking will also be identified. The program will reflect specific code issues such as ADA compliance and applicable building codes. A program report to document proposed alternatives will be prepared and verified with RTA personnel during the design forum. The program will reflect the following:

- Definition of all functions to be provided at the site.
- Dimensional criteria for both horizontal and vertical directions.
- Definition of all rooms and spaces proposed for the building.
- Parking requirements for vehicle fleets including number of spaces and total area.
- Site operations requirements, including minimum turning radii, minimum distances between obstructions for turning, backing and parking.
- Offsite requirements such as turn lanes, acceleration/deceleration lanes, esplanades and identified utility extensions.

The product of this subtask deliverable will be input to a program manual that includes a draft space allocation program as a part of a document summarizing the information gathered during this task. The program manual, which is a flexible working document, will be submitted for RTA comment and concurrence.

#### 2.6 Facility Needs Assessment Validation Report

Upon completion of the staff interviews, the Design Team shall prepare a detailed space program identifying space requirements for all functions such as vehicle storage, employee amenities, and administrative and operations spaces. Site spatial needs for requirements such as bus storage and employee parking shall also be identified. The program shall conform to specific and applicable building codes and laws such as ADA requirements. A program report to document any proposed alternatives to the assumptions presented in the Concept Report shall be prepared and verified with RTA personnel during the design charrette.

#### 2.7 RTA Review

The RTA will review the draft documentation and reports from the Design Team and provide comments for incorporation into the final documents prior to authorizing future tasks.

#### **TASK 2 DELIVERABLES:**

- Program manual (space allocation program)

- Facility needs assessment report

### **TASK 3: CONCEPTUAL LAYOUTS**

Task 3 shall begin the process of generating site and layout alternatives based on the information gathered during interviews and on the program manual. The layouts shall bring the program report to life and shall generate site and building layouts that shall be the foundation of the overall product.

#### **3.1 Develop Conceptual Alternatives**

The Design Team shall use the criteria presented in the program manual to prepare material flow diagrams depicting the movements of buses, equipment, automobiles, repair parts, materials and employees through the functional areas located onsite. The diagrams shall assist in developing individual site, building and functional area floor plans.

Using the information obtained in developing the program manual, the Design Team shall develop up to three alternatives covering site and building plans for the facility. Through discussion with RTA personnel, the Design Team shall develop alternatives that meet the RTA's criteria and expectations. The alternatives shall consider the site development boundaries, access to site and sight distances, location of utilities, parking, storage, and site mobilization.

#### **3.2 Design Charrette**

The design charrette shall incorporate appropriate personnel from the Design Team, RTA management staff and users, as well as representatives from the City. Through a proposed two-to three-day work session, the alternative plans developed in Subtask 3.1 shall be reviewed and evaluated. Plans considered workable by the charrette participants shall be further refined during the work session to establish a general consensus on the building layouts and site plans.

Early in the charrette process, the joint Design Team, including key members of the RTA management and consultant staff, shall identify and evaluate the immediate, short-term and long-term issues and desired improvements. Of particular interest is the future requirement that the RTA trend toward the use of Zero-Emissions Buses, which will likely include battery-electric drivetrains or hydrogen fuel cell electric drivetrains. This will influence the facility design, since we would likely need to recharge the bus batteries overnight while the buses are parked. There might also be the opportunity to include solar arrays, battery-based energy storage, or other sustainable energy production/storage on-site. No specific sustainable design level has yet been determined, so the Design Team should be prepared to discuss how any LEED or other goals would impact the overall costs/benefits of the project during the charrette process. The Design Team also shall brainstorm other potential improvements that may be considered in the planning process. During the process, the Design Team can review potential fast-track design, operational quality improvements and new methods and equipment. The format of the charrette is aimed at obtaining the necessary information for quality decision making.

The Design Team shall conduct the charrette exercise with RTA personnel, who shall jointly determine the direction of the project. Plans that the group considers to be workable shall be further refined. During the charrette, the joint Design Team shall consider all the immediate, short-term and long-term issues and desired improvements. It is important that all considerations be evaluated and programmed in the planning stages to account for the necessary infrastructure improvements in the designs.

The proposed plans shall be consistent with the overall immediate, short-range and long-range goals for the facility.

### 3.3 Presentations

Design Team personnel shall make presentations to RTA decision-makers to review the selected alternative as required. The selected participants and the Design Team shall review and discuss the alternatives and the reasons that led the charrette participants to the preferred alternative.

### 3.4 Conceptual Design Report

A conceptual design report shall be prepared to document the progression from the facility needs assessment report to the selected concept plans. The report shall include plans for meeting the 10-year program needs of the RTA.

### 3.5 RTA Review

The RTA will review the draft documentation and reports from the Design Team and provide comments for incorporation into the final documents prior to authorizing future tasks.

## **TASK 3 DELIVERABLES:**

- Material flow diagrams
- Alternatives covering site and building plans
- Facilitate design charrette
- Conceptual design report

## **TASK 4: SCHEMATIC DESIGN**

The preferred alternative shall be further developed and the Design Team shall identify appropriate design criteria, costs and existing conditions that shall affect the design and construction of the facility. The Design Team shall generate schematic building and site plans identifying the building and site improvement issues. A cost estimate based on the schematic plans design shall be part of the overall schematic design submittal to the RTA.

At the initiation of schematic design, the Design Team shall begin investigations relating to the site and site conditions so the elements of the facility design that are dependent on soils/geotechnical information, utilities investigation, or accurate survey and mapping data shall be available to proceed in a timely manner.

#### 4.1 Surveys and Mapping

Topographic, boundary, horizontal and vertical control surveys shall be necessary for the project. These surveys shall also locate and identify sources of power, water, communications and other utilities such as existing storm water, wastewater and natural gas lines. The most current existing property survey information on file shall be field checked and verified; any differences shall be provided in writing to the RTA. The data obtained from field surveys shall be used to develop soil, topographic, utility and base maps for the site. The surveyor shall also lay the grid and indicate soil-boring locations on the site drawings.

#### 4.2 Phase II Geotechnical Investigation

Based upon the planned location of the new building and ancillary equipment, as well as the results of the Phase I geotechnical investigation described under Task 2, a Phase II geotechnical investigation program shall be developed for design review and approval. It is anticipated that the Phase II scope can be optimized and minimized as a result of the Phase I investigation. The Phase II scope may include additional soil borings at the locations of the planned structure. The Phase II subsurface investigation shall be made to determine soil characteristics at specific structure locations, depth to bedrock and foundation conditions for the final design of the structure(s). A complete analysis, study and written report of subsurface conditions and geotechnical design criteria shall be made by the consultant team and submitted to the RTA.

#### 4.3 Utility Connections

Tie-ins to existing utilities within the project area, including drainage structures and those utilities that shall be required to provide service to the proposed facility, shall be identified, sized and located. Appropriate invert elevations on any drainage structures shall be verified or obtained in the field. Any proposed extension of utilities that would influence onsite development shall be investigated. Utility work shall be coordinated with the survey team to provide updated mapping and to verify any available utility as-built drawings.

#### 4.4 Detailed Schematic Plans

The final conceptual design shall provide plans with sufficient detail to be able to show the building in relation to other physical features on the site. The plans shall have sufficient detail to provide information on the recommended location and sizes of:

- offices,
- hallways,
- conference rooms,
- driver training area,
- fare counting room,
- bus maintenance bays,
- employee break areas,
- dispatch areas,
- parts and equipment storage areas,
- maintenance clean room,
- major maintenance equipment,
- employee restrooms,
- general storage rooms,
- vehicle parking/storage,
- fueling area,
- bus washing area,
- building risers,
- vehicle circulation areas,

- server room(s),
- utility areas

Should the project require construction phasing, the Design Team will develop a construction phasing plan to minimize disruption to any ongoing RTA operations at the site.

#### 4.5 Cost Estimates and Milestone Schedule

The Design Team shall provide schematic level cost estimates to quantify the future construction costs, by both initial and future phases, to implement all the desired improvements to the facility. Costs at the level are to be based on RSMeans’ “Square-Foot Costs Methodology” for similar facilities in the general geographic area and verified through cost estimating, staff knowledge of the San Luis Obispo area, and FTA-required prevailing wages. The Design Team shall provide the RTA with a milestone schedule at this juncture. Should the project require construction phasing, the Design Team will indicate the individual phases on the schedule.

#### 4.6 Schematic Design Submittal

The final subtask shall be to prepare the final schematic design package for RTA review and approval. Five copies of the final schematic design submittal and one copy in electronic format shall be delivered to the RTA for distribution. The RTA shall receive a drawing package, a programming report and an order-of-magnitude cost estimate for the bus maintenance facility.

#### 4.7 RTA Review

The RTA will review the schematic design submittal from the Design Team and provide comments for incorporation into the final documents prior to authorizing future tasks.

#### **TASK 4 DELIVERABLES:**

- |                                     |                      |
|-------------------------------------|----------------------|
| • Schematic building and site plans | • Schematic plans    |
| • Topographic and boundary surveys  | • Cost estimate      |
| • Geotechnical report               | • Milestone schedule |
| • Schematic design submittal        |                      |

### **TASK 5: DESIGN DEVELOPMENT**

Task 5 begins the final architectural and engineering design of the facility and the development of the detailing that will give the facility character and appearance. The plans and drawings prepared under this task shall be sufficiently detailed to define the construction of the individual spaces for the approved site plan and building layouts.

#### 5.1 Final Design

The Design Team shall begin to finalize the design of various building systems through the investigation of alternative systems that may be more energy- or cost-efficient and that could be integrated into the project. Of particular interest is incorporation of electric vehicle (revenue

vehicle, support vehicle and possible visitor vehicle) charging, as well as solar power production. These systems are briefly described below.

### **Architecture**

The project site is located along US-101. As such, it is important that the RTA's operations be suitably screened from passers-by. Overall, this work item shall identify the architectural treatment proposed for the building and shall provide a design that meets functional and aesthetic needs as well as applicable building codes, but shall enhance the surrounding area and create a positive visual impact to include energy conservation features.

### **Structures and Foundations**

Information on alternative foundation, paving and related structural systems shall be assembled and evaluated. Existing soils information and soils data obtained during earlier tasks shall be reviewed. Local, state and federal codes, regulations and requirements shall be considered to recommend the best system for the existing conditions. Based on this information, foundation, paving and related structural systems shall be evaluated relative to the responsiveness to the building operation, the economic merit and the long-term durability.

### **HVAC**

Alternative HVAC systems shall be evaluated for the new building. The design for the building should emphasize energy conservation to minimize annual HVAC costs by use of natural lighting, insulation, programmed thermostats, makeup air system, use of local unit heaters, spot heating by means of radiant panels or a combination of these methods.

### **Plumbing**

Various piping systems shall be introduced in this project. Aside from conventional domestic hot and cold water systems and drainage systems for toilet/kitchen areas, certain specialty systems shall be considered. In addition, the proximity of the Water Reclamation and Resource facility might provide possible use of "purple pipe" water for landscaping and/or bus washing. The proximity of San Luis Creek also suggests the need for oil/water separators for discharging the drainage to the site system shall be required in the vehicle storage areas, as well as sand interceptors.

### **Electrical**

Lighting systems shall utilize energy-efficient, high-intensity discharge light sources wherever practical; positioning must be considered to protect the nearby drive-in theater and Homeless Service Center users. Site power distribution systems and voltage levels shall be analyzed on the basis of site distribution requirements for the purpose of economical first costs and operating costs. The interior power distribution and communications systems design shall be based upon flexibility and economics, and possible solar panels to both generate electricity and provide weather protection for parked buses.



## **Life Safety Systems**

The identification of requirements for life safety systems and the preliminary design of those systems shall be undertaken as part of this work item. Fire alarms systems shall be investigated and appropriate systems recommended for inclusion in the design. Other related work shall include coordination of alarm panels with emergency back-up power and two-way radio communications systems. All systems shall be designed in accordance with the all applicable codes and regulations including the ADA.

## **Site and Utilities**

Work under this discipline shall include the development of site geometry, the preparation of contractor drawings for access points, site grading, pavement design, utilities, drainage, fencing/gates, curbing and connections to existing utilities. The site drawings shall present placement of curbs, driveways, right of way easements (including for the future Prado Road Overpass), street improvements, fencing, gates and other security and safety features. Utility coordination, connection and interface shall be an important aspect of this subtask.

### 5.2 Design Development Documents

The following is a preliminary listing of the work items to be developed in the design development task:

- horizontal and vertical control (all conveyance types)
- grading plans
- site plans
- utility plans
- foundations
- elevations and cross-sections
- landscape
- structural
- architectural
- mechanical (HVAC) plans
- plumbing plans
- electrical schematic plans
- equipment layouts
- details
- landscape
- civil
- specialties
- finishes
- life safety
- security
- communication

### 5.3 Outline Specifications

In addition to the plans and drawings provided under this task, outline specifications for systems and equipment shall be developed for review by the RTA. The outline specifications prepared shall illustrate materials proposed for use, interior finishes, applicable codes and standards and methods of construction. Any long-lead items shall be identified, together with alternates, at this time.

### 5.4 Photo Simulation/Perspective

The Design Team shall develop building elevations and photographic simulations of the appearance of the building, berm/landscape screening and parked buses as it would be viewed

from US-101. This will be provided in both electronic format and five paper copies for RTA review.

### 5.5 Cost Estimates

During design development, the Design Team shall prepare a construction cost estimate in conjunction with the writing of the outline specifications. The cost estimate shall contain an itemized list of the major methods, materials, and items used in the design. The cost breakdown shall be presented by specification section using the Construction Specifications Institute (CSI) format. The estimate shall take into consideration an anticipated cost escalation over the life of the specific contract, current prevailing wage rates, materials availability and market conditions, restricted work conditions, and other pertinent factors.

### 5.6 Schedule

The Design Team shall develop and provide the RTA, in critical path format, a detailed project schedule to reflect the status of the project and ensure the delivery of construction documents on schedule.

### 5.6 RTA Review

The RTA will review the design development submittal from the Design Team and provide comments for incorporation into the final documents prior to authorizing future tasks.

### **TASK 5 DELIVERABLES:**

- Design development drawings
- Outline specifications
- Cost estimate
- Project schedule

### **TASK 6: CONSTRUCTION CONTRACT DOCUMENTS**

Task 6 shall include the completion of all construction specifications and plan in conformance with the previously approved preliminary design plans that shall permit construction contractors to bid competitively.

The RTA closely follows the construction bidding documents used by the County of San Luis Obispo, and will be similar to the documents recently prepared for the RTA Bus Parking Facility in Paso Robles project (published on August 21, 2017; electronic copies available upon request). The County's contract documents are similar to those used by Caltrans.

Continuous coordination with the RTA shall be maintained throughout the design phase to reduce time required for detailed reviews. Milestone reviews shall be scheduled at 60 and 90 percent completion; however, the continual coordination mechanisms in place shall allow the Design Team to continue work as the documents are being reviewed.

## 6.1 Contract Documents

Contract bid documents shall provide complete descriptions of work involving the architectural, civil, structural, mechanical, electrical, special systems, interior design, landscaping components and all other drawings noted in the design development task of the proposed improvements. The documents shall describe, locate and dimension, as well as give the physical properties, workmanship requirements, performance characteristics and other pertinent information relating to each component. Any required construction methodology and sequencing as well as special provisions due to phasing requirements shall be described. Contract drawings, specifications, cost estimates and project schedules shall be submitted at the 60 and 90 percent completion points for RTA review and approval.

The design disciplines are described below:

- Architectural and interior design: This task shall provide a design that meets the facility's functional and aesthetic needs, as well as applicable national, state and local building codes, and the ADA. The drawings shall present security, building maintenance, graphics and future flexibility, and reflect a sensitivity to the proposed location of the facility. These work elements culminate in the preparation and completion of the final architectural contract drawings.
- Site, civil and utility design: Work under this discipline completes the development of site geometry, the preparation of contract drawings for access points as they interface within the master plan of the area, site grading, pavement design, utilities, drainage, fencing, and connections to existing utilities. The site drawings shall present placement of curbs, driveways, street improvements, fencing, gates and other security and safety features. A detailed parking plan by vehicle type (35-, 40- and 45-foot heavy-duty bus, cutaway van, staff car, and employee car) will be provided that includes large vehicle movement limitations using AutoTURN or a similar software package.
- Landscape design: The materials that shall be selected to landscape the perimeter of the complex shall be chosen to ease the visual impact of the hard surfaces of the facility and present a pleasing appearance, particularly as it pertains to the site's location along US-101.
- Geotechnical design: Soils and subsurface information shall have been completed, reviewed and evaluated to design foundations requiring special consideration during construction. Recommendations on foundation types, as well as bearing capacity and settlement characteristics of the soil contained in the subsurface investigation report, shall be utilized to design foundations for the building, ancillary equipment and paving systems.

- Structural engineering: This discipline shall present the building's structural system based upon applicable codes and site conditions. The facility's design shall meet all applicable codes, regulations and requirements for fire and safety.
- HVAC and energy conservation systems: Work under this discipline shall include the finalization of the design for heating, ventilating and air conditioning for the building based upon applicable codes.
- Electrical engineering: Electrical design work shall include finalization of power, communication, computer networking, and lighting requirements and design of an efficient electrical distribution system for a new building. In particular, a detailed lighting plan shall be provided that depicts lighting type, areas of illumination and light intensity as it relates to nearby sensitive receptors. Other related work shall include design for fire alarm systems, life/safety, emergency power, security and communication systems. The work shall include power and electrical requirements for the HVAC system and other mechanical systems.
- Specifications: Specifications for the entire facility shall be developed following the CSI format. A set of construction specifications, together with the standard bidding and contract documents, general conditions and special provisions shall be prepared. Where applicable, standard specifications shall be utilized – particularly for the site work items. The general conditions shall include standard contract provisions required by the RTA. In addition, long-lead items shall be identified within this scope.

### 6.2 Construction Cost Estimates and Schedule

During site design, complete construction estimates shall be prepared and submitted to the RTA for each scheduled submission in conjunction with the writing of the contract specifications. Each cost estimate shall contain an itemized list of materials and methods used on the project, along with the associated unit and installation costs. The estimates shall be based upon standard bid items and formats and shall be used as a standard against which all bids shall be evaluated. A detailed construction schedule, in critical path format, shall be developed and provided to the RTA to assist in controlling the construction schedule and budget.

### 6.3 Permitting and Review

The Design Team shall review the design with the RTA and other agencies having jurisdiction to obtain the necessary development permits for the project. The design shall also be reviewed with suppliers of utility services to develop the construction documents and obtain permits. The Design Team consultant shall coordinate and furnish documentation required for approvals, permits, utility service and connections, and the relocation of existing utilities and other facilities. The Design Team shall submit the construction documents to the City of San Luis Obispo planning and building departments, the APCD, and the Regional Water Quality Control Board. In addition, the Design Team will assist the RTA in developing documents necessary to

obtain a Conditional Use Permit from the City of San Luis Obispo. Following receipt of comments from the various reviewing agencies, the Design Team shall make all necessary revisions to the documents in order to receive the permit approvals.

#### 6.4 RTA Review

The RTA will review the contract documents submittal from the Design Team and provide comments for incorporation into the final documents prior to authorizing that the project be let for bidding.

#### **TASK 6 DELIVERABLES:**

- 60 and 90 percent contract document review packages that include:
  - Drawings
  - Specifications
  - Cost estimate
  - Project schedule

#### **TASK 7: CONTRACTOR BIDDING AND AWARD**

The Design Team shall assist RTA staff in developing a proposal format by which all contractors shall comply in order to facilitate ease of review by the RTA of the following components:

- Confirmation of understanding and compliance with the services to be performed
- Standard terms and conditions
- Special terms and conditions
- Procurement boilerplate
- FTA terms, conditions and standard clauses (provided by the RTA)
- Fees
- Personnel/experience
- References for similar size projects
- Miscellaneous, including firm history, background, and other pertinent info

#### 7.1 Bid Phase Services

The Design Team shall provide the following services should it be determined that the project shall be bid, either in whole or in part, to obtain the most competitive pricing.

- Pre-bid conferences: Schedule and conduct contractor pre-bid conference and site visit.
- Long-lead items: Identify items with long lead times and propose alternates for consideration.
- Respond to questions: Answer questions raised by prospective bidders regarding the contract documents at the pre-bid conference and during the bidding period.

- Addenda: Prepare addenda to the contract documents, as required.
- Review bids: Review contract bids for conformance with the contract drawings and specifications, and evaluate bids and make recommendation of contract awards.
- Analyze substitutions: Analyze substitutions request and recommend disposition.

**TASK 7 DELIVERABLES:**

- Minutes of pre-bid meeting
- Log of contractor questions and responses
- Addenda
- Bid analysis and recommendation

**TASK 8: CONSTRUCTION PHASE SERVICES**

During the construction phase, the Design Team shall provide the following services to assist with the completion and occupancy of the new facility.

**8.1 Shop Drawings Review**

The Design Team is responsible to coordinate through the general contractor creation of and review and approval of shop drawings, erection drawings, requests for substitutions, samples, manufacturer’s specifications and catalog cuts submitted by the contractors as required by the contract documents. Reviews shall be completed within two weeks of the submission.

**8.2 Consultation**

Throughout the construction phase, the key members of the Design Team shall provide consultation on the RTA’s behalf to the contractor’s project manager on a continuing basis. At a minimum, the Design Team shall provide qualified personnel to provide and document the following specialized services related to the RTA’s CEQA construction-related mitigation measure obligations as listed below:

**During Construction:**

- AQ-1: Measures to Reduce Fugitive Dust During Construction
- AQ-2: Measures to Reduce Construction Equipment Emissions
- BIO-1: Nesting Birds
- BIO-2: Invasive Plant Species
- CUL-2: Monitoring by Qualified Archaeologist
- CUL-3: Unanticipated Discovery of Human Remains
- NOI-2: Construction Activity Timing
- NOI-3: Construction Equipment Best Management Practices (BMPs)
- TCR-1: Native American Monitor
- TCR-2: Unanticipated Discovery of Tribal Cultural Resources

### 8.3 Attend Construction Meetings

The Design Team's project manager, project architect or other key members shall attend regularly scheduled construction meetings during the construction period.

### 8.4 Requests for Information

The Design Team shall provide, as needed, investigation of and consultation on anticipated problems or conditions encountered during construction; preparation of supplementary sketches for resolution thereof; review of construction engineering proposals submitted by the contractor; and interpretation of plans and specification requirements. All RFIs shall be requested and answered in writing with a copy forwarded to the RTA.

### 8.5 Periodic Observations

Key members of the Design Team shall visit the site on a regular basis to observe construction activity, document observations, and to determine if the project is being constructed consistent with the design. They shall promptly advise the RTA of any discrepancies. If anyone within the Design Team becomes aware of any defect in the work or becomes aware of any work that is not being performed in accordance with the construction documents, they shall provide immediate written notification to the RTA and the general contractor.

### 8.6 Equipment Testing and Startup

The Design Team shall review selected items of equipment to be installed as part of the project. Manufacturer's specifications and catalog cuts submitted by the contractor and suppliers shall be reviewed for compliance with the specifications. Further, experienced Design Team staff members shall provide assistance during testing of equipment and recommend final acceptance.

### 8.7 Final Inspections and Certificate of Occupancy

A pre-final inspection shall be conducted in conjunction with the RTA to assist in developing a punch list of work items required to complete the project. Upon completion of the punch list items, a final inspection shall be performed. If a final Certificate of Occupancy is received, move-in may occur at the RTA's discretion. If a temporary Certificate of Occupancy is received, then the final inspection by the Design Team shall be postponed until corrective work is completed.

### 8.8 Construction Management and Inspection Duties

The Design Team shall provide a construction manager/inspector to monitor the daily progress of the contractor(s) onsite. The duties of the inspector shall include the following:

- Review all the contractor's pay requests, change orders, field orders, claims for additional time and other such data and take appropriate action on behalf of the RTA.

- The construction manager shall recommend the rejection of all work observed by the Design Team personnel during the above site inspections that, in its opinion, does not conform to the contract documents.
- Conduct a punch list walk-through prior to signing off on the Certificate of Substantial Completion for the structure and site improvements. The punch list shall identify all work items that must be corrected or completed.
- Produce field observation reports.
- Maintain a submittal log.
- Maintain a daily progress log, including weather observations.
- Maintain record drawings.

#### 8.9 Facility Maintenance Plan

The Design Team will prepare a preventive maintenance plan for the new facility that shall identify the maintenance requirements of all building components, systems and equipment that need to be maintained on a regular basis and the frequency of maintenance required. Specifically the work includes the following:

- Identifying all building components, systems and equipment requiring maintenance.
- Reviewing the list of items identified above to determine the availability of resource data for each item.
- Reviewing all available resource data, including the O&M manuals, installation manuals, shop drawings, warrant information, product data and nameplate information.
- Identify all periodic inspection and maintenance requirements for each item.
- Develop detailed facility maintenance standards and procedures, which shall clearly define maintenance personnel responsibilities.
- Develop a work order system to effectively monitor preventive maintenance activities.
- Identify maintenance task intervals to provide a basis for a facility maintenance master schedule, which can be incorporated into the Ron Turley Associates maintenance software program.
- Provide all of the above-described items in an organized facility maintenance system operating manual.



- Provide onsite startup assistance and training to familiarize maintenance personnel with the system.

#### 8.10 Warranty Review

Eleven months after substantial completion (and one month before the end of the one-year warranty period expires), the Design Team shall conduct a warranty inspection for the purpose of identifying any items of work that need to be corrected under the warranty. The Design Team shall work with the RTA as required to ensure that the work is corrected in a timely manner. A warranty review report that details the method of inspection, findings and recommended actions will be provided to the RTA.

#### **TASK 8 DELIVERABLES:**

- Shop drawing review log
- RFI response log
- Construction meeting minutes
- Field observation reports
- Preliminary and final punch lists
- Certificate of occupancy
- Facility maintenance plan
- Warranty review findings report

## **SECTION IV – GENERAL INFORMATION**

### **A. GENERAL INSTRUCTIONS**

1. In submitting a proposal, vendors must comply with the performance criteria as set forth in the following instructions. All submittals will be reviewed thoroughly prior to any selection to determine if vendors have met all criteria in these submittal conditions. It is essential that vendors read each of the sections carefully and take action where necessary.
2. Where the word “RTA” is used in these instructions, reference is made to the San Luis Obispo Regional Transit Authority. The words “submittal”, “offer”, “contract proposal”, and “proposal” are synonymous, and it is understood that once the RTA accepts the same, the document may be incorporated as part of the contract contemplated by these instructions.
3. The award of a contract or contracts under this Request for Qualifications (RFQ) will be based on competitive negotiated procurement procedures, and proposals submitted in response to this RFQ will be subject to negotiation. A Design Team Selection Committee will review and screen proposals. Vendors submitting responsive proposals may be considered for a subsequent interview and contract negotiation at their own expense. Proposals will be judged upon criteria presented in Sections V and VI of this RFQ.
4. The RTA may consider submittals for any and/or all elements of the requested items. The quantities and items requested are only estimates and are subject to change.
5. The RTA reserves the right to award a contract to a firm solely on the basis of the initial proposal submitted.
6. Required information to be submitted in the proposal must be current, complete and accurate. Please complete the forms referenced in other sections of this RFQ. The RTA reserves the right to require more information and clarification of information submitted in the proposal in order to complete the evaluation.

### **B. LIMITATIONS**

This Request for Qualifications does not commit the RTA to award a contract, pay any cost incurred in the preparation of a proposal responsive to this RFQ, or procure or contract for services. The RTA reserves the right to accept or reject any or all proposals received as a result of this RFQ, to negotiate with qualified sources, or to cancel in part or in its entirety this RFQ if it is in the best interests of the RTA. The contents of the proposal submitted by a vendor may become a contractual obligation if a contract ensues.

### C. PROTESTS

The RTA's policy and procedure for the administrative resolution of protests is set forth in Chapter VII Bid Protest Procedures of the RTA Purchasing Policy amended on January 6, 2016. The Purchasing Policy contains rules for the filing and administration of protests, and is available on RTA's website at <http://www.slorta.org/wordpress/wp-content/uploads/RTAPurchasingPolicy01-06-2016.pdf>. The RTA shall furnish a paper copy of the Purchasing Policy upon a request for this solicitation.

### D. DEVIATIONS

Vendors will provide the RTA with any suggested deviations to the Agreement and Conditions, and the Scope of Services. If deviations exist, negotiations on specific items will precede any award or contract. Deviations must be submitted at the time of response to the proposal.

### E. VENDOR STATUS

1. All firms doing business with the RTA shall be in compliance with the RTA's insurance requirements included in Attached One – Insurance Requirements.
2. All firms doing business with the RTA shall be in compliance with the Federal requirements included in Attachment Two – Federally Required Contract Clauses.

### F. DISADVANTAGED BUSINESS ENTERPRISES

The RTA's FY17-18 through FY19-20 Disadvantaged Business Enterprise (DBE) Plan can be downloaded at <http://www.slorta.org/wordpress/wp-content/uploads/RTA-FY-18-20-GOAL-SETTING-METHODOLOGY.pdf>. The bidder should consider the following when developing its submittal documents:

1. The RTA's Disadvantaged Business Enterprise policy authorizes the implementation of a Disadvantaged Business Enterprise Program with the Department of Transportation, United States of America, for all grant applications under the Federal Transit Act, as amended. It is the policy of RTA that Disadvantaged Business Enterprises, as defined in 49 CFR Part 26, and as amended in Section 106(c) of the Surface Transportation and Uniform Relocation Assistance Act of 1987, shall have the maximum opportunity to participate in the performance of projects financed in whole or in part with federal funds. Consequently, the DBE requirements of 49 CFR Part 26 apply to the Agreement.
2. The RTA and its Contractor agrees to ensure that DBEs as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under the

Agreement. In this regard, all recipients or Contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that DBEs have the maximum opportunity to compete for and perform contracts. The RTA and its Contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT-assisted contracts.

3. Any questions about DBE participation or good faith efforts should be directed to Tania Arnold, Chief Financial Officer/Director of Administration, at [tarnold@slorta.org](mailto:tarnold@slorta.org). Ms. Arnold also serves as the RTA Civil Rights Officer. The RTA recommends vendors address DBE participation or its good faith effort at least two weeks prior to RFQ closing.

#### G. FEDERAL REGULATIONS CONFORMANCE

Contractor is bound by the same terms and conditions of applicable federal regulations that are imposed on the RTA for proper administration of this project.

#### H. VENDOR RESPONSIBILITY

1. Should Vendor find discrepancies in or omissions from these instructions or any of the attachments, or should it be in doubt as to their meaning, it shall at once notify the Project Manager in writing. Written instructions will be sent notifying all known potential Vendors of such discrepancy, if any, and of any changes.
2. The Vendor is required to complete and submit its proposal in the specified format. In addition, the proposal must include the completed information requested in all appendices. Failure to answer all questions fully and correctly may result in the proposal being judged non-responsive. The RTA reserves the right to examine all factors bearing on a Vendor's ability to perform the services under the Agreement.
3. The proposal and all other accompanying documents or materials submitted by a Vendor will be deemed to constitute part of the proposal. Proposals may be withdrawn prior to the proposal due date listed in Section I. No proposal may be withdrawn for a period of 120 days after the proposal due date listed in Section I.

#### I. THE AGREEMENT

The Agreement, along with the Insurance Requirements for Consultants and Additional Contract Conditions, the Scope of Services, and other relevant components of the proposal shall constitute the entire agreement for the performance of services described herein. The successful vendor will be required to comply with all terms, conditions, and provisions of the Agreement during the entire contract period. Insurance requirements as specified in Attachment One are mandatory and non-negotiable. Failure or inability to comply with insurance requirements will result in disqualification for non-responsiveness.

J. DEBARMENT CERTIFICATION

By submitting its bid, the Vendor certifies that it is not included in the U.S. General Service Administration's list of ineligible Contractors.

## SECTION V – FORMAT OF SUBMITTALS

Vendor should submit four printed and one digital copy of its proposal in the format outlined below. This format will assist the RTA in evaluating the proposals. The package should clearly reflect this RFQ name, the contents of the package, and the firm's name and information in the following order:

### A. INTRODUCTION

1. Include a cover letter signed by an agent of the firm authorized to submit the proposal. The cover letter should include the name(s) and phone number(s) of the key personnel for the vendor for all products and services that are proposed.
2. Table of Contents should include a clear identification of the material by section and page number.

### B. PROFILE OF THE FIRM

1. Give a brief history of the company, including organizational chart. State whether the firm is local, regional, national, or international and how long the company has been in existence, as well as how long the company has provided the kinds of services requested in this RFQ. Give the location of the office that would be responsible for servicing this project. Indicate how long this office has been in existence and the number of employees in this office.
2. To evaluate the vendor's financial capacity the vendor must submit a copy of the company's year-end audited financial statements for 2014, 2015 and 2016. The company should submit three credit references and any other information that may be relevant as evidence of sufficient operating reserves and financial stability. Alternately, submission of the two most recent completed tax returns may be submitted as acceptable documentation concerning the vendor's financial capacity. To the extent allowed by law, any and all financial information submitted in response to this procurement will remain confidential. All financial information will be submitted in a separate envelope clearly marked with the vendor's name and the words "Confidential Financial Information."
3. Provide a list of at least three current customers that have acquired and installed the same or similar products or services as those being proposed for the RTA.
4. Provide the lead firm's and each subcontractor's California State Licensing Board number. This information will be used by the RTA for obtaining a California Department of Industrial Relations project number as it relates to required certified payroll submittals.

### C. PROJECT APPROACH

Summarize your approach and understanding of the project and any special considerations of which the RTA should be aware. Indicate clearly the levels of participation you will expect from RTA staff in the fulfillment of the contract.

The contents of this section shall be determined by the vendor, but should demonstrate an understanding of the special characteristics of the project.

The vendor shall outline the proposed approach to the project including a proposed work program and schedule based on the scope of work. This description must indicate:

1. Tasks proposed to be completed to meet project objectives.
2. Proposed work products for each task.
3. Proposed meetings with staff, advisory bodies, etc.
4. The time required to initiate and complete each task.
5. An estimate of the time required from the Notice to Proceed through project completion.
6. Samples of graphic layouts representative of those to be included in this project.

Exceptions to the requirements of the RFQ should be clearly delineated in this section.

The information in this section will aid the RTA in the refinement of the scope of work during contract negotiations. In addition, you are invited to include a maximum of two (2) pages of information not included, nor requested in this RFQ, if you feel it may be useful and applicable to this project. However, these two pages count toward the proposal size limitation discussed below.

The RTA expects each proposer to be succinct and economical in developing its proposal package. As such, the proposal package is ***limited to no more than twenty-five (25) pages***. Each letter-sized page should be doubled-side, and no less than single-spaced lines nor smaller than size 12 font will be permitted. Each 11" by 17" double-side page counts as four letter-sized pages.

It should be noted that the RTA is requiring submittal of various certifications as part of the proposal process. The following documents do not count toward the 25-page maximum; only one original copy of the following documents must be submitted:

1. Attachment A: References
2. Attachment B: Designated Contacts List

#### D. STAFF QUALIFICATIONS AND RELATED EXPERIENCE

This section should demonstrate the qualifications of all professional personnel to be assigned to this project by providing resumes/experience summaries describing their education, credentials, related experience and their proposed roles for this contract.

Note: Consultant may not substitute any member of the project team without prior written approval of the RTA.

If your firm intends to subcontract any of the services required under this RFQ it should be discussed in this section. Detailed information for each subcontractor must be provided. Note: No work may be subcontracted, nor assigned, without prior written approval of the RTA.

Include descriptive information concerning the experience of the firm. Include information about previous projects that might be comparable, including the size and type of projects and the scope of services provided. In addition, provide references in Attachment A for the four (4) most comparable projects for which your firm has provided, or currently is providing, similar services.

List the projects in reverse chronological order and provide the following information for each project:

1. Brief description and type of study (SRTP, COA, etc.)
2. Name of agency and study location
3. Name of agency contact person and telephone number
4. Your firm's specific involvement (i.e., primary consultant, sub-consultant, etc.)
5. The actual construction cost vs. cost estimate
6. The percentage of actual design/engineering costs to actual construction costs
7. Status of completion

#### E. ADDITIONAL DATA

Vendor shall as part of their proposal affirm that they have read and understand the insurance requirements as outlined in Attachment One Insurance Requirements for Professional Services. The vendor shall also affirm that they have read and agree to indemnity language in the Agreement. Vendor agrees to furnish the RTA with original insurance certificates and endorsements immediately following award of contract. Certificates and endorsements shall make reference to policy numbers. All certificates and endorsements are to be received and approved by the RTA before work commences and must be in effect for the duration of the contract. The RTA reserves the right to require complete copies of all required policies and endorsements.



## **SECTION VI – CONSULTANT SELECTION PROCESS**

### **A. SUBMITTAL DEADLINE**

Only those submittals received by the submittal deadline on or before June 20, 2018 at 4:00 p.m. (PST) will be evaluated by the Selection Committee.

### **B. RESPONSIVENESS CRITERIA**

1. Submittal meets the RTA deadline.
2. Organization of submittal. Submittals submitted as required in the “Format of Submittals”, Section V.
3. Completeness of submittal. All required forms, questionnaires and information are complete, signed and dated.

### **C. EVALUATION CRITERIA**

The RTA intends to use a Best Value method to determine which firm’s abilities is most advantageous to meeting the agency’s goals for this project as determined by a Design Team Selection Committee. The selection of the Contractor will be qualification-based in accordance with the Brooks Act. Under this procedure, a vendor submits only a technical submittal outlining its qualifications and experience applicable to this solicitation. The vendor does not provide cost data. Following the technical evaluation process, the RTA will select the highest ranked Contractor for contract negotiations.

For work for which hourly billing is appropriate, the RTA and the Contractor will negotiate rates before the contract is executed. The Contractor will be required to submit its audited overhead rate. Following contract execution, the RTA and the Contractor will negotiate a final scope of work and a fee for each task order. For any task order for which an agreeable scope and fee cannot be reached, the RTA will accomplish each task by other means.

Selection of the successful Contractor shall be generally based on the information provided by the vendor in response to the Request for Qualifications and any subsequent interviews that may be conducted. Interviews will be held solely at the option and discretion of the RTA. The process for selection shall occur in the following sequence:

1. Review Submittals
2. Establish a “short list” of two or more firms
3. Interview “short-listed” firms (at the option and discretion of the RTA)
4. Identify best qualified firm
5. Determine which, if any, alternates will be selected, and negotiate a fee

6. Award contract

A project Selection Committee has been formed to evaluate the submittals and to make recommendation to the RTA Board. This committee consists of representatives from the RTA and stakeholders. Names of the Selection Committee members will not be released prior to the time of interviews.

The Selection Committee will review the submittals for format to ensure conformance with the requirements of the RFQ and may select finalists to interview with the Committee as a part of the Committee’s evaluation process. The RTA does not guarantee that an interview will take place, thus reserving the right to select a consultant based solely on the information provided in the submittals received in response to the RFQ. Should an interview take place, the key personnel responsible for fulfilling the requirements of the project shall be required to be present for the interview.

The Selection Committee will address the following criteria in evaluation of submittals in order to gauge the ability of a consultant to perform the contract as specified. The same general criteria will be used to judge both the submittal and the presentation, should the RTA choose to conduct interviews with short-listed firms.

<b>Criteria</b>	<b>As Demonstrated By:</b>	<b>Weight of Criteria</b>
Merit of Submittal/Presentation	<ul style="list-style-type: none"> <li>• Submittal, thoroughness and approach</li> <li>• Demonstrated understanding of project and requirements</li> </ul>	35
Firm Qualifications and Expertise	<ul style="list-style-type: none"> <li>• Staff qualifications</li> <li>• Adequacy of staff to perform the work</li> </ul>	30
Record of Past Performance	<ul style="list-style-type: none"> <li>• References</li> <li>• Ability to work effectively with the RTA, other public agencies and the public</li> <li>• Demonstrated ability to complete work tasks within project timelines and overall project budgets</li> </ul>	35

Prior to the award of contract, the RTA must be assured that the vendor selected has all of the resources required to successfully perform under the contract. This includes, but is not limited to, personnel with the skills required, equipment/materials and financial resources sufficient to

provide services call for under this contract. If, during the evaluation process, the RTA is unable to assure itself of the vendor's ability to perform under the contract, if awarded, the RTA has the option of requesting from the vendor, any information that the RTA deems necessary to determine the vendor's capabilities. If such information is required, the vendor will be notified and will be permitted seven (7) working days to submit the requested information.

The successful firm will be required to execute a service agreement with the RTA. A Draft Agreement has been included in this RFQ to alert vendors to the provisions generally found in RTA contracts. The Draft Agreement may be altered from the enclosed form at the discretion of the RTA and without notice to consultant prior to award of contract. The RTA does not guarantee that the Final Agreement will duplicate the enclosed Draft Agreement.

## RFQ CHECKLIST FORM

Listed below are all documents that are required to be submitted as part of a response to this request for qualifications.

Write “yes” on the blank space if you have included those items for submittal of your RFQ

- \_\_\_\_\_ Contractor’s Relative Experience/Reference Form (Attachment A)
- \_\_\_\_\_ Contractor’s Designated Contact List (Attachment B)
- \_\_\_\_\_ Receipt of Addenda Form (if issued)
- \_\_\_\_\_ Technical Information Relative to RFQ
- \_\_\_\_\_ Financial Information in a separate envelope clearly marked with the firm’s name and the words “Confidential Financial Information”
- \_\_\_\_\_ Confirmation of agreement to Insurance requirements as outlined in (Attachment One)
- \_\_\_\_\_ DBE Utilization / DBE Participation Schedule form provided in Attachment Two
- \_\_\_\_\_ Lobbying Restrictions form provided in Attachment Two

**ATTACHMENT A  
REFERENCES**

Work accomplished by firm which best illustrates current qualifications relevant to this project:

1. Project Description: \_\_\_\_\_

Contract Amount: \_\_\_\_\_

Contract Execution & End: \_\_\_\_\_ through \_\_\_\_\_

Transit Agency and Location: \_\_\_\_\_

Contact Name & Telephone Number: \_\_\_\_\_

2. Project Description: \_\_\_\_\_

Contract Amount: \_\_\_\_\_

Contract Execution & End: \_\_\_\_\_ through \_\_\_\_\_

Transit Agency and Location: \_\_\_\_\_

Contact Name & Telephone Number: \_\_\_\_\_

3. Project Description: \_\_\_\_\_

Contract Amount: \_\_\_\_\_

Contract Execution & End: \_\_\_\_\_ through \_\_\_\_\_

Transit Agency and Location: \_\_\_\_\_

Contact Name & Telephone Number: \_\_\_\_\_

**NOTE: It is important that this sheet be completed and submitted with your submittal. Failure to provide the above information in complete detail may result in your bid being considered non-responsive.**

**ATTACHMENT B  
DESIGNATED CONTACTS LIST**

Vendors are required to indicate in the space provided below the designated contact individual's name and contact information:

SAN LUIS OBISPO RTA

VENDOR

Geoff Straw

San Luis Obispo RTA

179 Cross Street, Suite A

San Luis Obispo, CA 93401

(805) 781-4465

[gstraw@slorta.org](mailto:gstraw@slorta.org)

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## ATTACHMENT C

### SAN LUIS OBIPO REGIONAL TRANSIT AUTHORITY SAMPLE PROFESSIONAL SERVICES AGREEMENT WITH \_\_\_\_\_

AGREEMENT NUMBER \_\_\_\_\_

This "Agreement" is made as of this day of \_\_\_\_\_, 2018, by and between the San Luis Obispo Regional Transit Authority ("RTA" or "Purchaser") and " \_\_\_\_\_ " ("Contractor").

#### RECITALS

A. The RTA desires to retain a qualified and committed professional architectural firm or team of firms to provide design and engineering services for the RTA Bus Maintenance Facility Project.

B. The RTA desires to retain a qualified firm to conduct the services described above in accordance with the Scope of Services as more particularly set forth in Exhibit A to the Agreement.

C. Contractor represents to the RTA that it is a firm composed of highly trained professionals and is fully qualified to conduct the services described above and render advice to the RTA in connection with said services.

D. The parties have negotiated upon the terms pursuant to which Contractor will provide such services and have reduced such terms to writing.

#### AGREEMENT

**NOW, THEREFORE**, the RTA and Contractor agree as follows:

##### 1. SCOPE OF SERVICES

Contractor shall provide to the RTA the services described in Exhibit A ("Scope of Services") Contractor shall provide these services at the time, place, and in the manner specified in Exhibit A. Exhibit A is attached hereto solely for the purpose of defining the manner and scope of services to be provided by Contractor and is not intended to, and shall not be construed so as to, modify or expand the terms, conditions or provisions contained in this Agreement. In the event of any conflict between the terms in Exhibit A and the Agreement, the terms of this Agreement shall control and prevail. The parties agree that any term contained in Exhibit A that adds to, varies or conflicts with the terms of this Agreement is null and void.

## **2. COMPENSATION**

a. The RTA shall pay Contractor for services rendered pursuant to this Agreement at the rates, times and in the manner set forth in this Agreement. Contractor shall submit monthly statements to the RTA which shall itemize the services performed as of the date of the statement and set forth a progress report, including work accomplished during the period, percent of each task completed, and planned effort for the next period. Invoices shall identify personnel who have worked on the services provided, and the percent of the total project completed, consistent with the rates and amounts set forth in this Agreement.

b. The payments prescribed herein shall constitute all compensation to Contractor for all costs of services, including, but not limited to, direct costs of labor of employees engaged by Contractor, travel expenses, telephone charges, copying and reproduction, computer time, and any and all other costs, expenses and charges of Contractor, its agents and employees. In no event shall the RTA be obligated to pay late fees or interest, whether or not such requirements are contained in Contractor's invoice.

c. Notwithstanding any other provision in this Agreement to the contrary, the total maximum compensation to be paid for the satisfactory accomplishment and completion of all services to be performed hereunder shall in no event exceed the sum of \_\_\_\_\_. The RTA's Chief Financial Officer is authorized to pay all proper claims.

## **3. DOCUMENTATION; RETENTION OF MATERIALS**

a. Contractor shall maintain adequate documentation to substantiate all charges as required under Section 2 of this Agreement.

b. Contractor shall keep and maintain full and complete documentation and accounting records concerning all extra or special services performed by it that are compensable by other than an hourly or flat rate and shall make such documents and records available to authorized representatives of the RTA for inspection at any reasonable time.

c. Contractor shall maintain the records and any other records related to the performance of this Agreement and shall allow the RTA access to such records during the performance of this Agreement and for a period of four (4) years after completion of all services hereunder.

## **4. INDEMNITY**

Contractor shall, to the fullest extent permitted by law, indemnify, protect, defend and hold harmless the RTA, and its employees, officials and agents ("Indemnified Parties") for all claims, demands, costs or liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, interest, defense costs, and expert witness fees), that arise out of, pertain to, or relate to the negligence, recklessness, or willful



misconduct of Contractor, its officers, employees, agents, in said performance of this Agreement, excepting only liability arising from the sole negligence, active negligence or intentional misconduct of the RTA.

## **5. INSURANCE**

Contractor shall maintain in full force and effect all of the insurance coverage described in, and in accordance with, Attachment One, "Insurance Requirements." Maintenance of the insurance coverage set forth in Attachment One is a material element of this Agreement and a material part of the consideration provided by Contractor in exchange for the RTA's agreement to make the payments prescribed hereunder. Failure by Contractor to (i) maintain or renew coverage, (ii) provide the RTA notice of any changes, modifications, or reductions in coverage, or (iii) provide evidence of renewal, may be treated by the RTA as a material breach of this Agreement by Contractor, whereupon the RTA shall be entitled to all rights and remedies at law or in equity, including but not limited to immediate termination of this Agreement. Notwithstanding the foregoing, any failure by Contractor to maintain required insurance coverage shall not excuse or alleviate Contractor from any of its other duties or obligations under this Agreement. In the event Contractor, with approval of the RTA pursuant to Section 6 below, retains or utilizes any subcontractors in the provision of any services to the RTA under this Agreement, Contractor shall assure that any such subcontractor has first obtained, and shall maintain, all of the insurance coverage requirements set forth in the Insurance Requirements at Attachment One.

## **6. ASSIGNMENT**

Contractor shall not assign any rights or duties under this Agreement to a third party without the express prior written consent of the RTA, in the RTA's sole and absolute discretion. Contractor agrees that the RTA shall have the right to approve any and all subcontractors to be used by Contractor in the performance of this Agreement before Contractor contracts with or otherwise engages any such subcontractors.

## **7. TERMINATION**

a. This Agreement may be terminated by the RTA at any time by giving Thirty (30) days written notice to the Contractor of its intent to terminate the Agreement.

b. Upon such termination, Contractor shall submit to the RTA an itemized statement of services performed as of the date of termination in accordance with Section 2 of this Agreement. These services may include both completed work and work in progress at the time of termination. If the AVL system has been installed, Contractor shall provide a working installation and configuration of the AVL system to the RTA within Thirty (30) days of the termination date. The RTA shall pay Contractor for any services for which compensation is owed; provided, however, the RTA shall not in any manner be liable for lost profits that might have been made by Contractor had the Agreement not been terminated or had Contractor completed the services required by this Agreement. Contractor shall promptly deliver to the RTA all

documents related to the performance of this Agreement in its possession or control. All such documents shall be the property of the RTA without additional compensation to Contractor.

**8. NOTICES**

Except as otherwise provided in this Agreement, any notice, submittal or communication required or permitted to be served on a party, shall be in writing and may be served by personal delivery to the person or the office of the person identified below. Service may also be made by mail, by placing first-class postage, and addressed as indicated below, and depositing in the United States mail to:

**RTA Representative:**

Geoff Straw  
San Luis Obispo RTA  
179 Cross Street, Suite A  
San Luis Obispo, CA 93401  
(805) 781-4465  
[gstraw@slorta.org](mailto:gstraw@slorta.org)

**Contractor Representative:**

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**9. INDEPENDENT CONTRACTOR**

The parties intend that Contractor, in performing the services specified, shall act as an independent Contractor and shall have control of its work and the manner in which it is performed. Contractor, including Contractor’s employees, shall not be considered agents or employees of the RTA. Neither Contractor nor Contractor’s employees shall be entitled to participate in any pension plan, medical, or dental plans, or any other benefit provided by the RTA for its employees.

**10. ADDITIONAL SERVICES**

Changes to the Scope of Services shall be by written amendment to this Agreement and shall be paid on an hourly basis at the rates set forth in this Agreement, or paid as otherwise agreed upon by the parties in writing prior to the provision of any such additional services.

## 11. SUCCESSORS AND ASSIGNS

The RTA and Contractor each binds itself, its partners, successors, legal representatives and assigns to the other party to this Agreement and to the partners, successors, legal representatives and assigns of such other party in respect of all promises and agreements contained herein.

## 12. TIME OF PERFORMANCE

The services described herein shall be provided during the period, or in accordance with the schedule, set forth in Exhibit A – Scope of Services.

## 13. MISCELLANEOUS

a. Entire Agreement. This Agreement contains the entire agreement between the parties. Any and all verbal or written agreements made prior to the date of this Agreement are superseded by this Agreement and shall have no further effect.

b. Modification. No modification or change to the terms of this Agreement will be binding on a party unless in writing and signed by an authorized representative of that party.

c. Compliance with Laws. Contractor shall perform all services described herein in compliance with all applicable federal, state and local laws, rules, regulations, and ordinances, including but not limited to, (i) the Americans with Disabilities Act of 1990 (42 U.S.C. 12101, et seq.) (“ADA”), and any regulations and guidelines issued pursuant to the ADA; and (ii) Labor Code sections 1700-1775, which require prevailing wages (in accordance with DIR schedule at [www.dir.ca.gov](http://www.dir.ca.gov)) be paid to any employee performing work covered by Labor Code sections 1720 et seq.

d. Governing Law; Venue. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California. Venue of any litigation arising out of or connected with this Agreement shall lie exclusively in the state trial court in Sonoma County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such court, and consent to service of process issued by such court.

e. Conflict of Interest. The RTA’s Conflict of Interest Code requires that individuals who qualify as “Contractors” under the Political Reform Act, California Government Code sections 87200 et seq., comply with the conflict of interest provisions of the Political Reform Act and the RTA’s Conflict of Interest Code, which generally prohibit individuals from making or participating in the making of decisions that will have a material financial effect on their economic interests. The term “Contractor” generally includes individuals who make governmental decisions or who serve in a staff capacity. In the event that the RTA determines, in its discretion, that Contractor is a “Contractor” under the Political Reform Act, Contractor shall cause the following to occur within 30 days after execution of this Agreement: (1) Identify the individuals who will provide services or perform work under this Agreement as “Contractors,” and (2) Cause these individuals to file with the RTA’s Representative the “assuming office” statements of

economic interests required by the RTA's Conflict of Interest Code. Thereafter, throughout the term of the Agreement, Contractor shall cause these individuals to file with the RTA Representative annual statements of economic interests, and "leaving office" statements of economic interests, as required by the RTA's Conflict of Interest Code. The above statements of economic interests are public records subject to public disclosure under the California Public Records Act. The RTA may withhold all or a portion of any payment due under this agreement until all required statements are files.

f. Waiver of Rights. Neither the RTA acceptance of, or payment for, any service or performed by Contractor, nor any waiver by either party of any default, breach or condition precedent, shall be construed as a waiver of any provision of this Agreement, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.

g. Ownership and Use of Property Rights. Unless otherwise expressly provide herein, all original works created by Contractor for the RTA hereunder shall be and remain the property of the RTA. Contractor agrees that any patentable or copyrightable property rights, to the extent created for the RTA as part of the services provided hereunder, shall be in the public domain and may be used by anyone for any lawful purpose.

h. Incorporation of attachments and exhibits. The attachments and exhibits to this Agreement are incorporated and made part of this Agreement, subject to terms and provisions herein contained.

i. Dispute resolution. Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement which is not disposed of by agreement shall be decided by the RTA Deputy Director, who shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the RTA Deputy Director shall be final and conclusive unless within ten working (10) days from the date of receipt of such copy the Contractor mails or otherwise furnishes a written appeal addressed to the RTA Executive Director. The determination of such appeal by the Executive Director shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent or capricious, arbitrary, or not supported by substantial evidence. In connection with any appeal preceding under this clause the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Agreement and in accordance with the Executive Director's decision.

The duties and obligations imposed by the Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

#### **14. ACCESSIBILITY REQUIREMENTS**

In addition to those requirements set forth in Subsection 13(C), the RTA requires that all RTA telecommunication services, websites and web-based applications and

services are accessible to, and usable by, persons with disabilities. Contractor shall provide all electronic, telecommunication, and information technology products and services to be provided under this Agreement in conformance with title 28, Part 35 of the Code of Federal Regulations, 28 C.F.R. §§ 35.130, et seq., and the accessibility standards set forth in Section 508 of the Rehabilitation Act of 1973, as amended. Section 508 standards are viewable at <http://access-board.gov/sec508/standards.htm>.

#### **15. AUTHORITY; SIGNATURES REQUIRED FOR CORPORATIONS**

Contractor hereby represents and warrants to the RTA that it is (a) a duly organized and validly existing Corporation, formed and in good standing under the laws of the State of California, (b) has the power and authority and the legal right to conduct the business in which it is currently engaged, and c) has all requisite power and authority and the legal right to consummate the transactions contemplated in this Agreement. Contractor hereby further represents and warrants that this Agreement has been duly authorized, and when executed by the signatory or signatories listed below, shall constitute a valid agreement binding on Contractor in accordance with the terms hereof.

If this Agreement is entered into by a corporation, it shall be signed by two corporate officers, one from each of the following two groups: a) the chairman of the board, president or any vice-president; b) the secretary, any assistant secretary, chief financial officer, or any assistant treasurer. The title of the corporate officer shall be listed under the signature.

Executed as of the day and year first above stated.

**CONSULTANT:**

Name of Firm: \_\_\_\_\_

TYPE OF BUSINESS ENTITY (*check one*):

\_\_\_\_\_ Individual/Sole Proprietor

\_\_\_\_\_ Partnership

\_\_\_\_\_ Corporation

\_\_\_\_\_ Limited Liability Company

\_\_\_\_\_ Other (please specify: \_\_\_\_\_)

*Signatures of Authorized Persons:*

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Taxpayer I.D. No. \_\_\_\_\_

**SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY**

By: \_\_\_\_\_

Geoff  
Straw  
RTA Executive Director

APPROVED AS TO FORM:

\_\_\_\_\_  
RTA Counsel

ATTEST:

\_\_\_\_\_  
RTA Clerk

Attachments:

- Attachment One – Insurance Requirements for Agreements for Professional Services
- Attachment Two – Federally Required Contract Clauses
- Exhibit A – Scope of Services
- San Luis Obispo Regional Transit Authority Request for Qualifications
- Contractor’s Submittal
- Supplemental Questions/Clarifications
- Contractor’s Response to Supplemental Questions/Clarifications
- Contractor’s Best and Final Offer

# ATTACHMENT ONE

## INSURANCE REQUIREMENTS FOR AGREEMENTS FOR PROFESSIONAL SERVICES

**A. Insurance Policies:** Consultant shall, at all times during the terms of this Agreement, maintain and keep in full force and effect, the following policies of insurance with minimum coverage as indicated below and issued by insurers with AM Best ratings of no less than A-VI or otherwise acceptable to the RTA.

Insurance	Minimum Coverage Limits	Additional Coverage Requirements
1. Commercial general liability	\$1 million per occurrence \$2 million aggregate	Coverage must be at least as broad as ISO CG 00 01 and must include completed operations coverage. If insurance applies separately to a project/location, aggregate may be equal to per occurrence amount. Coverage may be met by a combination of primary and excess insurance but excess shall provide coverage at least as broad as specified for underlying coverage. Coverage shall not exclude subsidence.
2. Business auto coverage	\$1 million	ISO Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$ 1 million per accident for bodily injury and property damage.
3. Professional liability (E&O)	\$1 million per claim \$1 million aggregate	Consultant shall provide on a policy form appropriate to profession. If on a claims made basis, Insurance must show coverage date prior to start of work and it must be maintained for three years after completion of work.
4. Workers' compensation and employer's liability	\$1 million	As required by the State of California, with Statutory Limits and Employer's Liability Insurance with limit of no less than \$ 1 million per accident for bodily injury or disease. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the RTA for all work performed by the Consultant, its employees, agents and subcontractors.

**B. Endorsements:**

1. All policies shall provide or be endorsed to provide that coverage shall not be canceled, except after prior written notice has been provided to the RTA in accordance with the policy provisions.
2. Liability policies shall provide or be endorsed to provide the following:
  - a. For any claims related to this project, Consultant's insurance coverage shall be primary and any insurance or self-insurance maintained by the RTA shall be excess of the Consultant's insurance and shall not contribute with it; and,
  - b. The San Luis Obispo Regional Transit Authority, its officers, agents, employees and volunteers are to be covered as additional insured on the CGL policy. General liability coverage can be provided in the form of an endorsement to Consultant's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used.

**C. Verification of Coverage and Certificates of Insurance:** Consultant shall furnish the RTA with original certificates and endorsements effecting coverage required above. Certificates and endorsements shall make reference to policy numbers. All certificates and endorsements are to be received and approved by the RTA before work commences and must be in effect for the duration of the contract. The RTA reserves the right to require complete copies of all required policies and endorsements.

**D. Other Insurance Provisions:**

1. No policy required by this Agreement shall prohibit Consultant from waiving any right of recovery prior to loss. Consultant hereby waives such right with regard to the indemnities.
2. All insurance coverage amounts provided by Consultant and available or applicable to this Agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement limits the application of such insurance coverage. Defense costs must be paid in addition to coverage amounts.
3. Self-insured retentions above \$10,000 must be approved by the RTA. At the RTA's option, Consultant may be required to provide financial guarantees.
4. Sole Proprietors must provide a representation of their Workers' Compensation Insurance exempt status.
5. The RTA reserves the right to modify these insurance requirements while this Agreement is in effect, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.



## **ATTACHMENT TWO FEDERALLY REQUIRED CONTRACT CLAUSES**

### **2-1 ACCESS TO RECORDS AND REPORTS**

1. Record Retention. The CONTRACTOR will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.
2. Retention Period. The CONTRACTOR agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The CONTRACTOR shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.
3. Access to Records. The CONTRACTOR agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.
4. Access to the Sites of Performance. The CONTRACTOR agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.

### **2-2 BONDING REQUIREMENTS *(Not Applicable to This Procurement)***

### **2-3 BUS TESTING *(Not Applicable to This Procurement)***

### **2-4 BUY AMERICA REQUIREMENTS *(Not Applicable to This Procurement)***

### **2-5 CARGO PREFERENCE REQUIREMENTS *(Not Applicable to This Procurement)***

### **2-6 CHARTER SERVICE *(Not Applicable to This Procurement)***

### **2-7 CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

The CONTRACTOR agrees:

1. It will not use any violating facilities;
2. It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities;"
3. It will report violations of use of prohibited facilities to FTA; and

4. It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1387).

## **2-8 CIVIL RIGHTS LAWS AND REGULATIONS**

### Civil Rights and Equal Opportunity

The RTA is an Equal Opportunity Employer. As such, the RTA agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the RTA agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Under this Agreement, the CONTRACTOR shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

1. Nondiscrimination. In accordance with Federal transit law at 49 U.S.C. § 5332, the CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the CONTRACTOR agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
2. Race, Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the CONTRACTOR agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The CONTRACTOR agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the CONTRACTOR agrees to comply with any implementing requirements FTA may issue.
3. Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the CONTRACTOR agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the CONTRACTOR agrees to comply with any implementing requirements FTA may issue.

4. Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the CONTRACTOR agrees that it will not discriminate against individuals on the basis of disability. In addition, the CONTRACTOR agrees to comply with any implementing requirements FTA may issue.

## **2-9 DISADVANTAGED BUSINESS ENTERPRISE (DBE)**

The CONTRACTOR, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONTRACTOR shall carry out applicable requirements of 49 C.F.R. 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 the RTA deems appropriate, which may include, but is not limited to:

1. Withholding monthly progress payments;
2. Assessing sanctions;
3. Liquidated damages; and/or
4. Disqualifying the CONTRACTOR from future bidding as non-responsible.

Further, RTAs must establish a contract clause to require prime contractors to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the RTA makes to the prime contractor. Finally, for contracts with defined DBE contract goals, each FTA RTA must include in each prime contract a provision stating that the CONTRACTOR shall utilize the specific DBEs listed unless the CONTRACTOR obtains the RTA's written consent; and that, unless the RTA's consent is provided, the CONTRACTOR shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

As an additional resource, RTAs can draw on the following language for inclusion in their federally funded procurements.

### Overview

It is the policy of the RTA and the United States Department of Transportation ("DOT") that Disadvantaged Business Enterprises ("DBE's"), as defined herein and in the Federal regulations published at 49 C.F.R. part 26, shall have an equal opportunity to participate in DOT-assisted contracts. It is also the policy of the RTA to:

1. Ensure nondiscrimination in the award and administration of DOT-assisted contracts;
2. Create a level playing field on which DBE's can compete fairly for DOT-assisted contracts;
3. Ensure that the DBE program is narrowly tailored in accordance with applicable law;
4. Ensure that only firms that fully meet 49 C.F.R. part 26 eligibility standards are permitted to participate as DBE's;
5. Help remove barriers to the participation of DBEs in DOT assisted contracts;

6. To promote the use of DBEs in all types of federally assisted contracts and procurement activities; and
7. Assist in the development of firms that can compete successfully in the marketplace outside the DBE program.

This Contract is subject to 49 C.F.R. part 26. Therefore, the CONTRACTOR must satisfy the requirements for DBE participation as set forth herein. These requirements are in addition to all other equal opportunity employment requirements of this Contract. The RTA shall make all determinations with regard to whether or not a Bidder/Offeror is in compliance with the requirements stated herein. In assessing compliance, the RTA may consider during its review of the Bidder/Offeror's submission package, the Bidder/Offeror's documented history of non-compliance with DBE requirements on previous contracts with the RTA.

#### Contract Assurance

The CONTRACTOR, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The CONTRACTOR shall carry out applicable requirements of 49 C.F.R. 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 the RTA deems appropriate.

#### DBE Participation

For the purpose of this Contract, the RTA will accept only DBE's who are:

1. Certified, at the time of bid opening or proposal evaluation, by the California Department of Transportation; or
2. An out-of-state firm who has been certified by either a local government, state government or Federal government entity authorized to certify DBE status or an agency whose DBE certification process has received FTA approval; or
3. Certified by another agency approved by the RTA.

#### DBE Participation Goal

The DBE participation goal for this Contract is set at 5.1%. This goal represents those elements of work under this Contract performed by qualified Disadvantaged Business Enterprises for amounts totaling **not less than** 5.1% of the total Contract price. Failure to meet the stated goal at the time of proposal submission may render the Bidder/Offeror non-responsive.

#### Proposed Submission

Each Bidder/Offeror, as part of its submission, shall supply the following information:

1. A completed **DBE Utilization Form** (see below) that indicates the percentage and dollar value of the total bid/contract amount to be supplied by Disadvantaged Business Enterprises under this Contract.
2. A list of those qualified DBE's with whom the Bidder/Offeror intends to contract for the performance of portions of the work under the Contract, the agreed price to be paid to each DBE for work, the Contract items or parts to be performed by each DBE, a proposed timetable for the performance or delivery of the Contract item, and other

information as required by the **DBE Participation Schedule** (see below). No work shall be included in the Schedule that the Bidder/Offeror has reason to believe the listed DBE will subcontract, at any tier, to other than another DBE. If awarded the Contract, the Bidder/Offeror may not deviate from the DBE Participation Schedule submitted in response to the bid. Any subsequent changes and/or substitutions of DBE firms will require review and written approval by the RTA.

3. An original **DBE Letter of Intent** (see below) from each DBE listed in the **DBE Participation Schedule**.
4. An original **DBE Affidavit** (see below) from each DBE stating that there has not been any change in its status since the date of its last certification.

#### Good Faith Efforts

If the Bidder/Offeror is unable to meet the goal set forth above (DBE Participation Goal), the RTA will consider the Bidder/Offeror's documented good faith efforts to meet the goal in determining responsiveness. The types of actions that the RTA will consider as part of the Bidder/Offeror's good faith efforts include, but are not limited to, the following:

1. Documented communication with the RTA's DBE Coordinator (questions of IFB or RFP requirements, subcontracting opportunities, appropriate certification, will be addressed in a timely fashion);
2. Pre-bid meeting attendance. At the pre-bid meeting, the RTA generally informs potential Bidder/Offeror's of DBE subcontracting opportunities;
3. The Bidder/Offeror's own solicitations to obtain DBE involvement in general circulation media, trade association publication, minority-focus media and other reasonable and available means within sufficient time to allow DBEs to respond to the solicitation;
4. Written notification to DBE's encouraging participation in the proposed Contract; and
5. Efforts made to identify specific portions of the work that might be performed by DBE's.

The Bidder/Offeror shall provide the following details, at a minimum, of the specific efforts it made to negotiate in good faith with DBE's for elements of the Contract:

1. The names, addresses, and telephone numbers of DBE's that were contacted;
2. A description of the information provided to targeted DBE's regarding the specifications and bid proposals for portions of the work;
3. Efforts made to assist DBE's contacted in obtaining bonding or insurance required by the Bidder or the RTA.

Further, the documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted when a non-DBE subcontractor was selected over a DBE for work on the contract. In determining whether a Bidder has made good faith efforts, the RTA may take into account the performance of other Bidders in meeting the Contract goals. For example, if the apparent successful Bidder failed to meet the goal, but meets or exceeds the average

DBE participation obtained by other Bidders, the RTA may view this as evidence of the Bidder having made good faith efforts.

#### Administrative Reconsideration

Within five (5) business days of being informed by the RTA that it is not responsive or responsible because it has not documented sufficient good faith efforts, the Bidder/Offeror may request administrative reconsideration. The Bidder should make this request in writing to the RTA's Civil Rights Officer. The RTA Civil Rights Officer will forward the Bidder/Offeror's request to a reconsideration official who will not have played any role in the original determination that the Bidder/Offeror did not document sufficient good faith efforts.

As part of this reconsideration, the Bidder/Offeror will have the opportunity to provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. The Bidder/Offeror will have the opportunity to meet in person with the assigned reconsideration official to discuss the issue of whether it met the goal or made adequate good faith efforts to do so. The RTA will send the Bidder/Offeror a written decision on its reconsideration, explaining the basis for finding that the Bidder/Offeror did or did not meet the goal or make adequate good faith efforts to do so. The result of the reconsideration process is not administratively appealable to the Department of Transportation.

#### Termination of DBE Subcontractor

The CONTRACTOR shall not terminate the DBE subcontractor(s) listed in the **DBE Participation Schedule** (see below) without the RTA's prior written consent. The RTA may provide such written consent only if the CONTRACTOR has good cause to terminate the DBE firm. Before transmitting a request to terminate, the CONTRACTOR shall give notice in writing to the DBE subcontractor of its intent to terminate and the reason for the request. The CONTRACTOR shall give the DBE five days to respond to the notice and advise of the reasons why it objects to the proposed termination. When a DBE subcontractor is terminated or fails to complete its work on the Contract for any reason, the CONTRACTOR shall make good faith efforts to find another DBE subcontractor to substitute for the original DBE and immediately notify the RTA in writing of its efforts to replace the original DBE. These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the Contract as the DBE that was terminated, to the extent needed to meet the Contract goal established for this procurement. Failure to comply with these requirements will be in accordance with Sanctions for Violations section below.

#### Continued Compliance

The RTA shall monitor the CONTRACTOR's DBE compliance during the life of the Contract. In the event this procurement exceeds ninety (90) days, **it will be the responsibility of the CONTRACTOR to submit quarterly written reports to the RTA that summarize the total DBE value for this Contract.** These reports shall provide the following details:

1. DBE utilization established for the Contract;
2. Total value of expenditures with DBE firms for the quarter;
3. The value of expenditures with each DBE firm for the quarter by race and gender;
4. Total value of expenditures with DBE firms from inception of the Contract; and

5. The value of expenditures with each DBE firm from the inception of the Contract by race and gender.

Reports and other correspondence must be submitted to the RTA Civil Rights Officer. Reports shall continue to be submitted quarterly until final payment is issued or until DBE participation is completed.

The successful Bidder/Offeror shall permit:

1. The RTA to have access to necessary records to examine information as the RTA deems appropriate for the purpose of investigating and determining compliance with this provision, including, but not limited to, records of expenditures, invoices, and contract between the successful Bidder/Offeror and other DBE parties entered into during the life of the Contract.
2. The authorized representative(s) of the RTA, the U.S. Department of Transportation, the Comptroller General of the United States, to inspect and audit all data and record of the CONTRACTOR relating to its performance under the Disadvantaged Business Enterprise Participation provision of this Contract.
3. All data/record(s) pertaining to DBE shall be maintained as stated in Section 2-1 ACCESS TO RECORDS.

#### Sanctions for Violations

If at any time the RTA has reason to believe that the CONTRACTOR is in violation of its obligations under this Agreement or has otherwise failed to comply with terms of this Section, the RTA may, in addition to pursuing any other available legal remedy, commence proceedings, which may include but are not limited to, the following:

1. Suspension of any payment or part due the CONTRACTOR until such time as the issues concerning the CONTRACTOR's compliance are resolved; and
2. Termination or cancellation of the Contract, in whole or in part, unless the successful CONTRACTOR is able to demonstrate within a reasonable time that it is in compliance with the DBE terms stated herein.

**DBE UTILIZATION FORM**

The undersigned Bidder/Offeror has satisfied the requirements of the solicitation in the following manner (please check the appropriate space):

\_\_\_\_\_ The Bidder/Offer is committed to a minimum of \_\_\_\_\_% DBE utilization on this contract.

\_\_\_\_\_ The Bidder/Offeror (if unable to meet the DBE goal of %) is committed to a minimum of \_\_\_\_\_% DBE utilization on this contract and submits documentation demonstrating good faith efforts.

**DBE PARTICIPATION SCHEDULE**

The Bidder/Offeror shall complete the following information for all DBE's participating in the contract that comprises the DBE Utilization percent stated in the DBE Utilization Form. The Bidder/Offeror shall also furnish the name and telephone number of the appropriate contact person should the RTA have any questions in relation to the information furnished herein.

<b>Name and Address</b>	<b>Contact Name and Telephone Number</b>	<b>Participation Percent (Of Total Contract Value)</b>	<b>Description Of Work To Be Performed</b>	<b>Race and Gender of Firm</b>



## **2-10 EMPLOYEE PROTECTIONS**

The RTA has attached the current US Department of Labor Davis-Bacon and California Department of Industrial Relations prevailing wage determinations as Attachment 3 and Attachment 4, respectively. The following FTA three required clauses pertain to this procurement.

### **Prevailing Wage and Anti-Kickback**

For all prime construction, alteration or repair contracts in excess of \$2,000 awarded by FTA, the CONTRACTOR shall comply with the Davis-Bacon Act and the Copeland "Anti-Kickback" Act. Under 49 U.S.C. § 5333(a), prevailing wage protections apply to laborers and mechanics employed on FTA assisted construction, alteration, or repair projects. The CONTRACTOR will comply with the Davis-Bacon Act, 40 U.S.C. §§ 3141-3144, and 3146-3148 as supplemented by DOL regulations at 29 C.F.R. part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction." In accordance with the statute, the CONTRACTOR shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the CONTRACTOR agrees to pay wages not less than once a week. The CONTRACTOR shall also comply with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by DOL regulations at 29 C.F.R. part 3, "CONTRACTORS and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States." The CONTRACTOR is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

### **Contract Work Hours and Safety Standards**

For all contracts in excess of \$100,000 that involve the employment of mechanics or laborers, the CONTRACTOR shall comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708), as supplemented by the DOL regulations at 29 C.F.R. part 5. Under 40 U.S.C. § 3702 of the Act, the CONTRACTOR shall compute the wages of every mechanic and laborer, including watchmen and guards, on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or to contracts for transportation or transmission of intelligence.

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

The FTA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of

work performed by the CONTRACTOR or subcontractor under any such contract or any other Federal contract with the same prime CONTRACTOR, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime CONTRACTOR, such sums as may be determined to be necessary to satisfy any liabilities of such CONTRACTOR or subcontractor for unpaid wages and liquidated damages as provided in this section.

The CONTRACTOR or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime CONTRACTOR shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this agreement.

#### Contract Work Hours and Safety Standards for Awards Not Involving Construction

The CONTRACTOR shall comply with all federal laws, regulations, and requirements providing wage and hour protections for non-construction employees, in accordance with 40 U.S.C. § 3702, Contract Work Hours and Safety Standards Act, and other relevant parts of that Act, 40 U.S.C. § 3701 et seq., and U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. part 5.

The CONTRACTOR shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

Such records maintained under this paragraph shall be made available by the CONTRACTOR for inspection, copying, or transcription by authorized representatives of the FTA and the Department of Labor, and the CONTRACTOR will permit such representatives to interview employees during working hours on the job.

The CONTRACTOR shall require the inclusion of the language of this clause within subcontracts of all tiers.

## **2-11 ENERGY CONSERVATION**

The CONTRACTOR agrees to 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.

## **2-12 FLY AMERICA**

1. Definitions. As used in this clause—

“International air transportation” means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States.

“United States” means the 50 States, the District of Columbia, and outlying areas.

“U.S.-flag air carrier” means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

2. When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires CONTRACTORS, RTAs, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.
3. If available, the CONTRACTOR, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.
4. In the event that the CONTRACTOR selects a carrier other than a U.S.-flag air carrier for international air transportation, the CONTRACTOR shall include a statement on vouchers involving such transportation essentially as follows:

**Statement of Unavailability of U.S.-Flag Air Carriers**

International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403.  
*[State reasons]:*

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(End of statement)

5. The CONTRACTOR shall include the substance of this clause, including this paragraph (e), in each subcontract or purchase under this contract that may involve international air transportation.

**2-13 GOVERNMENT-WIDE DEBARMENT AND SUSPENSION**

The CONTRACTOR shall comply and facilitate compliance with U.S. DOT regulations, “Nonprocurement Suspension and Debarment,” 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the CONTRACTOR shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

1. Debarred from participation in any federally assisted Award;
2. Suspended from participation in any federally assisted Award;

3. Proposed for debarment from participation in any federally assisted Award;
4. Declared ineligible to participate in any federally assisted Award;
5. Voluntarily excluded from participation in any federally assisted Award; or
6. Disqualified from participation in any federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

*The certification in this clause is a material representation of fact relied upon by the RTA. If it is later determined by the RTA that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the RTA, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.*

## **2-14 LOBBYING RESTRICTIONS**

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

\_\_\_\_\_ Signature of CONTRACTOR's Authorized Official

\_\_\_\_\_ Name and Title of CONTRACTOR's Authorized Official

\_\_\_\_\_ Date

**2-15 NO GOVERNMENT OBLIGATION TO THIRD PARTIES**

The Recipient and CONTRACTOR acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Recipient, CONTRACTOR or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The CONTRACTOR agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

**2-16 PATENT RIGHTS AND RIGHTS IN DATA *(Not Applicable to This Procurement)***

**2-17 PRE-AWARD AND POST-DELIVERY AUDITS OF ROLLING STOCK PURCHASES *(Not Applicable to This Procurement)***

**2-18 PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS**

The CONTRACTOR acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the CONTRACTOR certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the CONTRACTOR further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the CONTRACTOR to the extent the Federal Government deems appropriate.

The CONTRACTOR also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the CONTRACTOR, to the extent the Federal Government deems appropriate.

The CONTRACTOR agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

**2-19 PUBLIC TRANSPORTATION EMPLOYEE PROTECTIVE ARRANGEMENTS *(Not Applicable to This Procurement)***

**2-20 RECYCLED PRODUCTS**

The CONTRACTOR agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 C.F.R. part 247.

## **2-21 SAFE OPERATION OF MOTOR VEHICLES**

The CONTRACTOR is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the CONTRACTOR or RTA.

The CONTRACTOR agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

## **2-22 SCHOOL BUS OPERATIONS *(Not Applicable to This Procurement)***

## **2-23 SEISMIC SAFETY**

The CONTRACTOR agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation (DOT) Seismic Safety Regulations 49 C.F.R. part 41 and will certify to compliance to the extent required by the regulation. The CONTRACTOR also agrees to ensure that all work performed under this contract, including work performed by a subcontractor, is in compliance with the standards required by the Seismic Safety regulations and the certification of compliance issued on the project.

## **2-24 SUBSTANCE ABUSE REQUIREMENTS *(Not Applicable to This Procurement)***

## **2-25 TERMINATION**

The RTA, by written notice, may terminate this contract, in whole or in part, when it is in the RTA's interest. If this contract is terminated, the RTA shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

If the CONTRACTOR fails to deliver supplies or to perform the services within the time specified in this contract or any extension, or if the CONTRACTOR fails to comply with any other provisions of this contract, the RTA may terminate this contract for default. The RTA shall terminate by delivering to the CONTRACTOR a Notice of Termination specifying the nature of the default. The CONTRACTOR will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that the CONTRACTOR was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the RTA.

## **2-26 VIOLATION AND BREACH OF CONTRACT**

### Rights and Remedies of the RTA

The RTA shall have the following rights in the event that the RTA deems the CONTRACTOR guilty of a breach of any term under the Contract.

1. The right to take over and complete the work or any part thereof as agency for and at the expense of the CONTRACTOR, either directly or through other CONTRACTORS;
2. The right to cancel this Contract as to any or all of the work yet to be performed;
3. The right to specific performance, an injunction or any other appropriate equitable remedy; and
4. The right to money damages.

### Rights and Remedies of CONTRACTOR

Inasmuch as the CONTRACTOR can be adequately compensated by money damages for any breach of this Contract, which may be committed by the RTA, the CONTRACTOR expressly agrees that no default, act or omission of the RTA shall constitute a material breach of this Contract, entitling CONTRACTOR to cancel or rescind the Contract (unless the RTA directs CONTRACTOR to do so) or to suspend or abandon performance.

### Remedies

Substantial failure of the CONTRACTOR to complete the Project in accordance with the terms of this Agreement will be a default of this Agreement. In the event of a default, the RTA will have all remedies in law and equity, including the right to specific performance, without further assistance, and the rights to termination or suspension as provided herein. The CONTRACTOR recognizes that in the event of a breach of this Agreement by the CONTRACTOR before the RTA takes action contemplated herein, the RTA will provide the CONTRACTOR with sixty (60) days written notice that the RTA considers that such a breach has occurred and will provide the CONTRACTOR a reasonable period of time to respond and to take necessary corrective action.

### Disputes

- *Example 1:* Disputes arising in the performance of this Contract that are not resolved by agreement of the parties shall be decided in writing by the authorized representative of RTA's [title of employee]. This decision shall be final and conclusive unless within [10] days from the date of receipt of its copy, the CONTRACTOR mails or otherwise furnishes a written appeal to the [title of employee]. In connection with any such appeal, the CONTRACTOR shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the [title of employee] shall be binding upon the CONTRACTOR and the CONTRACTOR shall abide by the decision.
- *Example 2:* The RTA and the CONTRACTOR intend to resolve all disputes under this Agreement to the best of their abilities in an informal manner. To accomplish this end,

the parties will use an Alternative Dispute Resolution process to resolve disputes in a manner designed to avoid litigation. In general, the parties contemplate that the Alternative Dispute Resolution process will include, at a minimum, an attempt to resolve disputes through communications between their staffs, and, if resolution is not reached at that level, a procedure for review and action on such disputes by appropriate management level officials within the RTA and the CONTRACTOR's organization.

In the event that a resolution of the dispute is not mutually agreed upon, the parties can agree to mediate the dispute or proceed with litigation. Notwithstanding any provision of this section, or any other provision of this Contract, it is expressly agreed and understood that any court proceeding arising out of a dispute under the Contract shall be heard by a Court de novo and the court shall not be limited in such proceeding to the issue of whether the RTA acted in an arbitrary, capricious or grossly erroneous manner.

Pending final settlement of any dispute, the parties shall proceed diligently with the performance of the Contract, and in accordance with the RTA's direction or decisions made thereof.

#### Performance during Dispute

Unless otherwise directed by RTA, CONTRACTOR shall continue performance under this Contract while matters in dispute are being resolved.

#### Claims for Damages

Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of its employees, agents or others for whose acts it is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

#### Remedies

Unless this Contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the RTA and the CONTRACTOR arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the RTA is located.

#### Rights and Remedies

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



# ATTACHMENT THREE- US DOL PREVAILING WAGE DETERMINATION

General Decision Number: CA180019 05/04/2018 CA19

Superseded General Decision Number: CA20170019

State: California

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

County: San Luis Obispo County in California.

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

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

Modification Number	Publication Date
0	01/05/2018
1	01/12/2018
2	01/19/2018
3	01/26/2018
4	05/04/2018

ASBE0005-002 07/03/2017

Rates Fringes

Asbestos Workers/Insulator

(Includes the application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems).....\$ 39.72      20.81

Fire Stop Technician  
 (Application of Firestopping Materials for wall openings and penetrations in walls, floors, ceilings and curtain walls).....\$ 26.96      17.81

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 ASBE0005-004 07/03/2017

Rates      Fringes

Asbestos Removal worker/hazardous material handler (Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials from mechanical systems, whether they contain asbestos or not)....\$ 19.26      11.27

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 \* BOIL0092-004 03/01/2018

Area within a 25 mile radius of City of Santa Maria

Rates      Fringes

BOILERMAKER.....\$ 44.07      33.52

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 BOIL0549-007 10/01/2016

Remainder of County outside a 25 mile radius of City of Santa Maria

Rates      Fringes

BOILERMAKER.....\$ 39.68      35.71

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 \* BRCA0004-006 05/01/2017

Rates Fringes

BRICKLAYER; MARBLE SETTER.....\$ 38.69 14.45

\*The wage scale for prevailing wage projects performed in Blythe, China lake, Death Valley, Fort Irwin, Twenty-Nine Palms, Needles and 1-15 corridor (Barstow to the Nevada State Line) will be Three Dollars (\$3.00) above the standard San Bernardino/Riverside County hourly wage rate

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BRCA0018-008 07/01/2017

Rates Fringes

MARBLE FINISHER.....\$ 30.93 12.95  
TILE FINISHER.....\$ 25.98 11.23

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BRCA0018-011 07/01/2017

Rates Fringes

TILE LAYER.....\$ 37.76 16.37

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CARP0409-001 07/01/2016

Rates Fringes

CARPENTER

- (1) Carpenter, Cabinet Installer, Insulation Installer, Hardwood Floor Worker and acoustical installer.....\$ 39.83 15.50
- (2) Millwright.....\$ 40.90 15.50
- (3) Piledrivermen/Derrick Bargeman, Bridge or Dock Carpenter, Heavy Frammer, Rock Bargeman or Scowman, Rockslinger, Shingler (Commercial).....\$ 40.53 15.50
- (4) Pneumatic Nailer, Power Stapler.....\$ 40.09 15.50
- (5) Sawfiler.....\$ 39.83 15.50
- (6) Scaffold Builder.....\$ 31.60 15.50
- (7) Table Power Saw Operator.....\$ 40.93 15.50

FOOTNOTE: Work of forming in the construction of open cut sewers or storm drains, on operations in which horizontal lagging is used in conjunction with steel H-Beams driven or placed in pre- drilled holes, for that portion of a lagged trench against which concrete is poured, namely, as a substitute for back forms (which work is performed by piledrivers): \$0.13 per hour additional.

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 CARP0409-005 07/01/2015

	Rates	Fringes
Drywall		
DRYWALL INSTALLER/LATHER....	\$ 40.40	15.03
STOCKER/SCRAPPER.....	\$ 10.00	7.17

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 CARP0409-008 08/01/2010

	Rates	Fringes
Modular Furniture Installer.....	\$ 17.00	7.41

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 ELEC0639-001 01/01/2018

	Rates	Fringes
Electricians		
Wireman/Technician.....	\$ 42.00	20.79

FOOTNOTES:

CABLE SPLICER: 10% additional per hour above Wireman/Technician basic hourly rate.

Work from trusses, swinging scaffolds, open ladders, scaffolds, bosun chairs, stacks or towers, where subject to a direct fall from the ground floor or support structure from a distance of fifty (50) feet to ninety (90) feet: to be paid time and one-half. Work from trusses, swinging scaffolds, open ladders, scaffolds, bosun chairs, stacks or towers, where subject to a direct fall from the ground floor or support structure from a distance over ninety (90) feet: to be paid double the regular straight time rate of pay. Where workers are required to work under compressed air or in areas where injurious gases, dust or fumes are

present in amounts necessitating the use of gas masks or self-contained breathing apparatus (particle masks are not considered self-contained breathing apparatus) or where workers work on poles at a distance of seventy-five (75) feet or more from the ground: to be paid a bonus of straight time pay. This shall be at a minimum of one hour, and thereafter, each succeeding hour or fraction thereof shall constitute an hour at the bonus rate. Tunnel work: to be paid at the time and one-quarter hourly rate.

All employers may request workmen to report direct to a job within a free zone to include everything west of ten (10) miles east of Highway 101, as the crow flies, and then (10) miles north and south of Highway 46, as the crow flies, to the junction of Highway 41 and Highway 46. Everything outside this area shall be paid at full subsistence provide said job is of five (5) days duration or more and provide there is storage on the job for the Employee's tools. The Employer will be responsible for loss of tools under such circumstances. (Road: The most direct route on a surfaced road).

On all jobs or projects outside the free zone, as stated above, Employees may be required to report to the job site in their own transportation at the regular starting time and remain on the job site until the regular quitting time and these shall be paid at fifty dollars (\$50.00) per day or fifty-one cents (\$0.51) per mile for each road mile from shop to job and job to shop (round trip). (Day worked shall mean at least four (4) hours on the job unless sent home on account of weather, emergency, sickness, or injury).

The Employer shall pay for traveling time and furnish transportation from shop to job, job to job, and job to shop. Travel time shall be at the appropriate rate of pay for that day of the week. (Monday through Friday, straight time, Saturday and Sunday, double time.)

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ELEC0639-003 12/26/2016

COMMUNICATIONS AND SYSTEMS WORK

SAN LUIS OBISPO COUNTY

Rates      Fringes

Communications System

Installer.....	\$ 32.50	11.66
Technician.....	\$ 30.89	11.66

SCOPE OF WORK: Installation, testing, service and maintenance of systems utilizing the transmission and/or transference of voice, sound, vision and digital for commercial, educational, security and entertainment purposes for the following: TV monitoring and surveillance, background - foreground music, intercom and telephone interconnect, microwave transmission, multi-media, multiplex, nurse call systems, radio page, burglar alarms and fire alarm (see last paragraph below).

Communication Systems that transmit or receive information and/or control systems that are intrinsic to the above listed systems; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding all other data systems or multiple systems which include control function or power supply; excluding installation of raceway systems, conduit systems, line voltage work, and energy management systems.

Fire alarm work shall be performed at the current inside electrician total cost package.

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 ELEC1245-001 06/01/2017

Rates      Fringes

LINE CONSTRUCTION

(1) Lineman; Cable splicer..	\$ 55.49	16.62
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment).....	\$ 44.32	3%+17.65
(3) Groundman.....	\$ 33.89	3%+17.65
(4) Powderman.....	\$ 49.55	3%+17.65

HOLIDAYS: New Year's Day, M.L. King Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and day after Thanksgiving, Christmas Day

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ELEV0008-003 01/01/2018

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 65.45	32.645

FOOTNOTE:

PAID VACATION: Employer contributes 8% of regular hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for 6 months to 5 years of service.

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

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ENGI0012-003 07/01/2017

	Rates	Fringes
OPERATOR: Power Equipment (All Other Work)		
GROUP 1.....	\$ 44.00	24.25
GROUP 2.....	\$ 44.78	24.25
GROUP 3.....	\$ 45.07	24.25
GROUP 4.....	\$ 46.56	24.25
GROUP 5.....	\$ 47.66	24.25
GROUP 6.....	\$ 46.78	24.25
GROUP 8.....	\$ 46.89	24.25
GROUP 9.....	\$ 47.99	24.25
GROUP 10.....	\$ 48.01	24.25
GROUP 11.....	\$ 48.11	24.25
GROUP 12.....	\$ 47.18	24.25
GROUP 13.....	\$ 47.28	24.25
GROUP 14.....	\$ 47.31	24.25
GROUP 15.....	\$ 47.39	24.25
GROUP 16.....	\$ 47.51	24.25
GROUP 17.....	\$ 47.68	24.25
GROUP 18.....	\$ 47.78	24.25
GROUP 19.....	\$ 47.89	24.25
GROUP 20.....	\$ 48.01	24.25
GROUP 21.....	\$ 48.18	24.25
GROUP 22.....	\$ 48.28	24.25
GROUP 23.....	\$ 48.39	24.25
GROUP 24.....	\$ 48.51	24.25
GROUP 25.....	\$ 48.68	24.25

OPERATOR: Power Equipment  
(Cranes, Piledriving &  
Hoisting)

GROUP 1.....	\$ 45.35	24.25
GROUP 2.....	\$ 46.13	24.25
GROUP 3.....	\$ 46.42	24.25
GROUP 4.....	\$ 46.56	24.25
GROUP 5.....	\$ 46.78	24.25
GROUP 6.....	\$ 46.89	24.25
GROUP 7.....	\$ 47.01	24.25
GROUP 8.....	\$ 47.18	24.25
GROUP 9.....	\$ 47.35	24.25
GROUP 10.....	\$ 48.35	24.25
GROUP 11.....	\$ 49.35	24.25
GROUP 12.....	\$ 50.35	24.25
GROUP 13.....	\$ 51.35	24.25

OPERATOR: Power Equipment  
(Tunnel Work)

GROUP 1.....	\$ 41.80	23.35
GROUP 2.....	\$ 42.58	23.35
GROUP 3.....	\$ 42.87	23.35
GROUP 4.....	\$ 43.01	23.35
GROUP 5.....	\$ 43.23	23.35
GROUP 6.....	\$ 43.34	23.35
GROUP 7.....	\$ 43.46	23.35

PREMIUM PAY:

\$3.75 per hour shall be paid on all Power Equipment Operator work on the following Military Bases: China Lake Naval Reserve, Vandenberg AFB, Point Arguello, Seely Naval Base, Fort Irwin, Nebo Annex Marine Base, Marine Corp Logistics Base Yermo, Edwards AFB, 29 Palms Marine Base and Camp Pendleton

Workers required to suit up and work in a hazardous material environment: \$2.00 per hour additional. Combination mixer and compressor operator on gunite work shall be classified as a concrete mobile mixer operator.

SEE ZONE DEFINITIONS AFTER CLASSIFICATIONS

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Bargeman; Brakeman; Compressor operator; Ditch Witch, with seat or similar type equipment; Elevator operator-inside; Engineer Oiler; Forklift operator (includes loed, lull or similar types under 5 tons;



Generator operator; Generator, pump or compressor plant operator; Pump operator; Signalman; Switchman

GROUP 2: Asphalt-rubber plant operator (nurse tank operator); Concrete mixer operator-skip type; Conveyor operator; Fireman; Forklift operator (includes loed, lull or similar types over 5 tons; Hydrostatic pump operator; oiler crusher (asphalt or concrete plant); Petromat laydown machine; PJU side dum jack; Screening and conveyor machine operator (or similar types); Skiploader (wheel type up to 3/4 yd. without attachment); Tar pot fireman; Temporary heating plant operator; Trenching machine oiler

GROUP 3: Asphalt-rubber blend operator; Bobcat or similar type (Skid steer); Equipment greaser (rack); Ford Ferguson (with dragtype attachments); Helicopter radioman (ground); Stationary pipe wrapping and cleaning machine operator

GROUP 4: Asphalt plant fireman; Backhoe operator (mini-max or similar type); Boring machine operator; Boxman or mixerman (asphalt or concrete); Chip spreading machine operator; Concrete cleaning decontamination machine operator; Concrete Pump Operator (small portable); Drilling machine operator, small auger types (Texoma super economatic or similar types - Hughes 100 or 200 or similar types - drilling depth of 30' maximum); Equipment greaser (grease truck); Guard rail post driver operator; Highline cableway signalman; Hydra-hammer-aero stomper; Micro Tunneling (above ground tunnel); Power concrete curing machine operator; Power concrete saw operator; Power-driven jumbo form setter operator; Power sweeper operator; Rock Wheel Saw/Trencher; Roller operator (compacting); Screed operator (asphalt or concrete); Trenching machine operator (up to 6 ft.); Vacuum or much truck

GROUP 5: Equipment Greaser (Grease Truck/Multi Shift).

GROUP 6: Articulating material hauler; Asphalt plant engineer; Batch plant operator; Bit sharpener; Concrete joint machine operator (canal and similar type); Concrete planer operator; Dandy digger; Deck engine operator; Derrickman (oilfield type); Drilling machine operator, bucket or auger types (Calweld 100 bucket or similar types - Watson 1000 auger or similar types - Texoma 330, 500 or 600 auger or similar types - drilling depth of 45' maximum); Drilling machine operator; Hydrographic seeder machine operator (straw, pulp or seed), Jackson track

maintainer, or similar type; Kalamazoo Switch tamper, or similar type; Machine tool operator; Maginnis internal full slab vibrator, Mechanical berm, curb or gutter (concrete or asphalt); Mechanical finisher operator (concrete, Clary-Johnson-Bidwell or similar); Micro tunnel system (below ground); Pavement breaker operator (truck mounted); Road oil mixing machine operator; Roller operator (asphalt or finish), rubber-tired earth moving equipment (single engine, up to and including 25 yds. struck); Self-propelled tar pipelining machine operator; Skiploader operator (crawler and wheel type, over 3/4 yd. and up to and including 1-1/2 yds.); Slip form pump operator (power driven hydraulic lifting device for concrete forms); Tractor operator-bulldozer, tamper-scraper (single engine, up to 100 h.p. flywheel and similar types, up to and including D-5 and similar types); Tugger hoist operator (1 drum); Ultra high pressure waterjet cutting tool system operator; Vacuum blasting machine operator

GROUP 8: Asphalt or concrete spreading operator (tamping or finishing); Asphalt paving machine operator (Barber Greene or similar type); Asphalt-rubber distribution operator; Backhoe operator (up to and including 3/4 yd.), small ford, Case or similar; Cast-in-place pipe laying machine operator; Combination mixer and compressor operator (guniting work); Compactor operator (self-propelled); Concrete mixer operator (paving); Crushing plant operator; Drill Doctor; Drilling machine operator, Bucket or auger types (Calweld 150 bucket or similar types - Watson 1500, 2000 2500 auger or similar types - Texoma 700, 800 auger or similar types - drilling depth of 60' maximum); Elevating grader operator; Grade checker; Gradall operator; Grouting machine operator; Heavy-duty repairman; Heavy equipment robotics operator; Kalamazoo balliste regulator or similar type; Kolman belt loader and similar type; Le Tourneau blob compactor or similar type; Loader operator (Athey, Euclid, Sierra and similar types); Mobark Chipper or similar; Ozzie padder or similar types; P.C. slot saw; Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pumpcrete gun operator; Rock Drill or similar types; Rotary drill operator (excluding caisson type); Rubber-tired earth-moving equipment operator (single engine, caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator (multiple engine up to and including 25 yds. struck); Rubber-tired scraper operator (self-loading paddle wheel

type-John Deere, 1040 and similar single unit); Self-propelled curb and gutter machine operator; Shuttle buggy; Skiploader operator (crawler and wheel type over 1-1/2 yds. up to and including 6-1/2 yds.); Soil remediation plant operator; Surface heaters and planer operator; Tractor compressor drill combination operator; Tractor operator (any type larger than D-5 - 100 flywheel h.p. and over, or similar-bulldozer, tamper, scraper and push tractor single engine); Tractor operator (boom attachments), Traveling pipe wrapping, cleaning and bending machine operator; Trenching machine operator (over 6 ft. depth capacity, manufacturer's rating); trenching Machine with Road Miner attachment (over 6 ft depth capacity); Ultra high pressure waterjet cutting tool system mechanic; Water pull (compaction) operator

#### GROUP 9: Heavy Duty Repairman

GROUP 10: Drilling machine operator, Bucket or auger types (Calweld 200 B bucket or similar types-Watson 3000 or 5000 auger or similar types-Texoma 900 auger or similar types-drilling depth of 105' maximum); Dual drum mixer, dynamic compactor LDC350 (or similar types); Monorail locomotive operator (diesel, gas or electric); Motor patrol-blade operator (single engine); Multiple engine tractor operator (Euclid and similar type-except Quad 9 cat.); Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Pneumatic pipe ramming tool and similar types; Prestressed wrapping machine operator; Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Rubber tired earth moving equipment operator (multiple engine, Euclid, caterpillar and similar over 25 yds. and up to 50 yds. struck), Tower crane repairman; Tractor loader operator (crawler and wheel type over 6-1/2 yds.); Woods mixer operator (and similar Pugmill equipment)

GROUP 11: Heavy Duty Repairman - Welder Combination, Welder - Certified.

GROUP 12: Auto grader operator; Automatic slip form operator; Drilling machine operator, bucket or auger types (Calweld, auger 200 CA or similar types - Watson, auger 6000 or similar types - Hughes Super Duty, auger 200 or similar types - drilling depth of 175' maximum); Hoe ram or similar with compressor; Mass excavator operator less tha 750 cu. yards; Mechanical finishing machine operator; Mobile form

traveler operator; Motor patrol operator (multi-engine);  
Pipe mobile machine operator; Rubber-tired earth- moving  
equipment operator (multiple engine, Euclid, Caterpillar  
and similar type, over 50 cu. yds. struck); Rubber-tired  
self- loading scraper operator (paddle-wheel-auger type  
self-loading - two (2) or more units)

GROUP 13: Rubber-tired earth-moving equipment operator  
operating equipment with push-pull system (single engine,  
up to and including 25 yds. struck)

GROUP 14: Canal liner operator; Canal trimmer operator;  
Remote- control earth-moving equipment operator (operating  
a second piece of equipment: \$1.00 per hour additional);  
Wheel excavator operator (over 750 cu. yds.)

GROUP 15: Rubber-tired earth-moving equipment operator,  
operating equipment with push-pull system (single engine,  
Caterpillar, Euclid, Athey Wagon and similar types with any  
and all attachments over 25 yds. and up to and including 50  
yds. struck); Rubber-tired earth-moving equipment operator,  
operating equipment with push-pull system (multiple  
engine-up to and including 25 yds. struck)

GROUP 16: Rubber-tired earth-moving equipment operator,  
operating equipment with push-pull system (single engine,  
over 50 yds. struck); Rubber-tired earth-moving equipment  
operator, operating equipment with push-pull system  
(multiple engine, Euclid, Caterpillar and similar, over 25  
yds. and up to 50 yds. struck)

GROUP 17: Rubber-tired earth-moving equipment operator,  
operating equipment with push-pull system (multiple engine,  
Euclid, Caterpillar and similar, over 50 cu. yds. struck);  
Tandem tractor operator (operating crawler type tractors in  
tandem - Quad 9 and similar type)

GROUP 18: Rubber-tired earth-moving equipment operator,  
operating in tandem (scrapers, belly dumps and similar  
types in any combination, excluding compaction units -  
single engine, up to and including 25 yds. struck)

GROUP 19: Rotex concrete belt operator (or similar types);  
Rubber-tired earth-moving equipment operator, operating in  
tandem (scrapers, belly dumps and similar types in any  
combination, excluding compaction units - single engine,  
Caterpillar, Euclid, Athey Wagon and similar types with any

and all attachments over 25 yds. and up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, up to and including 25 yds. struck)

GROUP 20: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 21: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

GROUP 22: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, up to and including 25 yds. struck)

GROUP 23: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating with the tandem push-pull system (multiple engine, up to and including 25 yds. struck)

GROUP 24: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 25: Concrete pump operator-truck mounted; Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

## CRANES, PILEDRIVING AND HOISTING EQUIPMENT CLASSIFICATIONS

GROUP 1: Engineer oiler; Fork lift operator (includes loed, lull or similar types)

GROUP 2: Truck crane oiler

GROUP 3: A-frame or winch truck operator; Ross carrier operator (jobsite)

GROUP 4: Bridge-type unloader and turntable operator; Helicopter hoist operator

GROUP 5: Hydraulic boom truck; Stinger crane (Austin-Western or similar type); Tugger hoist operator (1 drum)

GROUP 6: Bridge crane operator; Cretor crane operator; Hoist operator (Chicago boom and similar type); Lift mobile operator; Lift slab machine operator (Vagtborg and similar types); Material hoist and/or manlift operator; Polar gantry crane operator; Self Climbing scaffold (or similar type); Shovel, backhoe, dragline, clamshell operator (over 3/4 yd. and up to 5 cu. yds. mrc); Tugger hoist operator

GROUP 7: Pedestal crane operator; Shovel, backhoe, dragline, clamshell operator (over 5 cu. yds. mrc); Tower crane repair; Tugger hoist operator (3 drum)

GROUP 8: Crane operator (up to and including 25 ton capacity); Crawler transporter operator; Derrick barge operator (up to and including 25 ton capacity); Hoist operator, stiff legs, Guy derrick or similar type (up to and including 25 ton capacity); Shovel, backhoe, dragline, clamshell operator (over 7 cu. yds., M.R.C.)

GROUP 9: Crane operator (over 25 tons and up to and including 50 tons mrc); Derrick barge operator (over 25 tons up to and including 50 tons mrc); Highline cableway operator; Hoist operator, stiff legs, Guy derrick or similar type (over 25 tons up to and including 50 tons mrc); K-crane operator; Polar crane operator; Self erecting tower crane operator maximum lifting capacity ten tons

GROUP 10: Crane operator (over 50 tons and up to and including 100 tons mrc); Derrick barge operator (over 50 tons up to and including 100 tons mrc); Hoist operator,

stiff legs, Guy derrick or similar type (over 50 tons up to and including 100 tons mrc), Mobile tower crane operator (over 50 tons, up to and including 100 tons M.R.C.); Tower crane operator and tower gantry

GROUP 11: Crane operator (over 100 tons and up to and including 200 tons mrc); Derrick barge operator (over 100 tons up to and including 200 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 100 tons up to and including 200 tons mrc); Mobile tower crane operator (over 100 tons up to and including 200 tons mrc)

GROUP 12: Crane operator (over 200 tons up to and including 300 tons mrc); Derrick barge operator (over 200 tons up to and including 300 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 200 tons, up to and including 300 tons mrc); Mobile tower crane operator (over 200 tons, up to and including 300 tons mrc)

GROUP 13: Crane operator (over 300 tons); Derrick barge operator (over 300 tons); Helicopter pilot; Hoist operator, stiff legs, Guy derrick or similar type (over 300 tons); Mobile tower crane operator (over 300 tons)

#### TUNNEL CLASSIFICATIONS

GROUP 1: Skiploader (wheel type up to 3/4 yd. without attachment)

GROUP 2: Power-driven jumbo form setter operator

GROUP 3: Dinkey locomotive or motorperson (up to and including 10 tons)

GROUP 4: Bit sharpener; Equipment greaser (grease truck); Slip form pump operator (power-driven hydraulic lifting device for concrete forms); Tugger hoist operator (1 drum); Tunnel locomotive operator (over 10 and up to and including 30 tons)

GROUP 5: Backhoe operator (up to and including 3/4 yd.); Small Ford, Case or similar; Drill doctor; Grouting machine operator; Heading shield operator; Heavy-duty repairperson; Loader operator (Athey, Euclid, Sierra and similar types); Mucking machine operator (1/4 yd., rubber-tired, rail or track type); Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pneumatic heading

shield (tunnel); Pumpcrete gun operator; Tractor compressor drill combination operator; Tugger hoist operator (2 drum); Tunnel locomotive operator (over 30 tons)

GROUP 6: Heavy Duty Repairman

GROUP 7: Tunnel mole boring machine operator

#### ENGINEERS ZONES

\$1.00 additional per hour for all of IMPERIAL County and the portions of KERN, RIVERSIDE & SAN BERNARDINO Counties as defined below:

That area within the following Boundary: Begin in San Bernardino County, approximately 3 miles NE of the intersection of I-15 and the California State line at that point which is the NW corner of Section 1, T17N, R14E, San Bernardino Meridian. Continue W in a straight line to that point which is the SW corner of the northwest quarter of Section 6, T27S, R42E, Mt. Diablo Meridian. Continue North to the intersection with the Inyo County Boundary at that point which is the NE corner of the western half of the northern quarter of Section 6, T25S, R42E, MDM. Continue W along the Inyo and San Bernardino County boundary until the intersection with Kern County, as that point which is the SE corner of Section 34, T24S, R40E, MDM. Continue W along the Inyo and Kern County boundary until the intersection with Tulare County, at that point which is the SW corner of the SE quarter of Section 32, T24S, R37E, MDM. Continue W along the Kern and Tulare County boundary, until that point which is the NW corner of T25S, R32E, MDM. Continue S following R32E lines to the NW corner of T31S, R32E, MDM. Continue W to the NW corner of T31S, R31E, MDM. Continue S to the SW corner of T32S, R31E, MDM. Continue W to SW corner of SE quarter of Section 34, T32S, R30E, MDM. Continue S to SW corner of T11N, R17W, SBM. Continue E along south boundary of T11N, SBM to SW corner of T11N, R7W, SBM. Continue S to SW corner of T9N, R7W, SBM. Continue E along south boundary of T9N, SBM to SW corner of T9N, R1E, SBM. Continue S along west boundary of R1E, SMB to Riverside County line at the SW corner of T1S, R1E, SBM. Continue E along south boundary of T1s, SBM (Riverside County Line) to SW corner of T1S, R10E, SBM. Continue S along west boundary of R10E, SBM to Imperial County line at the SW corner of T8S, R10E, SBM. Continue W along Imperial and Riverside county line to NW corner of T9S, R9E, SBM. Continue S along the boundary between Imperial and San Diego Counties, along the west edge of R9E,



SBM to the south boundary of Imperial County/California state line. Follow the California state line west to Arizona state line, then north to Nevada state line, then continuing NW back to start at the point which is the NW corner of Section 1, T17N, R14E, SBM

\$1.00 additional per hour for portions of SAN LUIS OBISPO, KERN, SANTA BARBARA & VENTURA as defined below:

That area within the following Boundary: Begin approximately 5 miles north of the community of Cholame, on the Monterey County and San Luis Obispo County boundary at the NW corner of T25S, R16E, Mt. Diablo Meridian. Continue south along the west side of R16E to the SW corner of T30S, R16E, MDM. Continue E to SW corner of T30S, R17E, MDM. Continue S to SW corner of T31S, R17E, MDM. Continue E to SW corner of T31S, R18E, MDM. Continue S along West side of R18E, MDM as it crosses into San Bernardino Meridian numbering area and becomes R30W. Follow the west side of R30W, SBM to the SW corner of T9N, R30W, SBM. Continue E along the south edge of T9N, SBM to the Santa Barbara County and Ventura County boundary at that point which is the SW corner of Section 34. T9N, R24W, SBM, continue S along the Ventura County line to that point which is the SW corner of the SE quarter of Section 32, T7N, R24W, SBM. Continue E along the south edge of T7N, SBM to the SE corner to T7N, R21W, SBM. Continue N along East side of R21W, SBM to Ventura County and Kern County boundary at the NE corner of T8N, R21W. Continue W along the Ventura County and Kern County boundary to the SE corner of T9N, R21W. Continue North along the East edge of R21W, SBM to the NE corner of T12N, R21W, SBM. Continue West along the north edge of T12N, SBM to the SE corner of T32S, R21E, MDM. [T12N SBM is a thin strip between T11N SBM and T32S MDM]. Continue North along the East side of R21E, MDM to the Kings County and Kern County border at the NE corner of T25S, R21E, MDM, continue West along the Kings County and Kern County Boundary until the intersection of San Luis Obispo County. Continue west along the Kings County and San Luis Obispo County boundary until the intersection with Monterey County. Continue West along the Monterey County and San Luis Obispo County boundary to the beginning point at the NW corner of T25S, R16E, MDM.

\$2.00 additional per hour for INYO and MONO Counties and the Northern portion of SAN BERNARDINO County as defined below:

That area within the following Boundary: Begin at the

intersection of the northern boundary of Mono County and the California state line at the point which is the center of Section 17, T10N, R22E, Mt. Diablo Meridian. Continue S then SE along the entire western boundary of Mono County, until it reaches Inyo County at the point which is the NE corner of the Western half of the NW quarter of Section 2, T8S, R29E, MDM. Continue SSE along the entire western boundary of Inyo County, until the intersection with Kern County at the point which is the SW corner of the SE 1/4 of Section 32, T24S, R37E, MDM. Continue E along the Inyo and Kern County boundary until the intersection with San Bernardino County at that point which is the SE corner of section 34, T24S, R40E, MDM. Continue E along the Inyo and San Bernardino County boundary until the point which is the NE corner of the Western half of the NW quarter of Section 6, T25S, R42E, MDM. Continue S to that point which is the SW corner of the NW quarter of Section 6, T27S, R42E, MDM. Continue E in a straight line to the California and Nevada state border at the point which is the NW corner of Section 1, T17N, R14E, San Bernardino Meridian. Then continue NW along the state line to the starting point, which is the center of Section 18, T10N, R22E, MDM.

REMAINING AREA NOT DEFINED ABOVE RECIEVES BASE RATE

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 ENGI0012-004 08/01/2015

	Rates	Fringes
OPERATOR: Power Equipment (DREDGING)		
(1) Leverman.....	\$ 49.50	23.60
(2) Dredge dozer.....	\$ 43.53	23.60
(3) Deckmate.....	\$ 43.42	23.60
(4) Winch operator (stern winch on dredge).....	\$ 42.87	23.60
(5) Fireman-Oiler, Deckhand, Bargeman, Leveehand.....	\$ 42.33	23.60
(6) Barge Mate.....	\$ 42.94	23.60

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 IRON0377-002 01/01/2017

	Rates	Fringes
Ironworkers:		

Fence Erector.....	\$ 29.58	21.59
Ornamental, Reinforcing and Structural.....	\$ 36.00	30.15

PREMIUM PAY:

\$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland, Edwards AFB, Fort Irwin Military Station, Fort Irwin Training Center-Goldstone, San Clemente Island, San Nicholas Island, Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB

\$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base, Naval Post Graduate School - Monterey, Yermo Marine Corps Logistics Center

\$2.00 additional per hour at the following locations:

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

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LABO0220-001 07/03/2017

Rates      Fringes

LABORER (TUNNEL)

GROUP 1.....	\$ 39.04	18.24
GROUP 2.....	\$ 39.36	18.24
GROUP 3.....	\$ 39.82	18.24
GROUP 4.....	\$ 40.51	18.24

LABORER

GROUP 1.....	\$ 33.19	18.24
GROUP 2.....	\$ 33.74	18.24
GROUP 3.....	\$ 34.29	18.24
GROUP 4.....	\$ 35.84	18.24
GROUP 5.....	\$ 36.19	18.24

LABORER CLASSIFICATIONS

GROUP 1: Cleaning and handling of panel forms; Concrete screeding for rough strike-off; Concrete, water curing;

Demolition laborer, the cleaning of brick if performed by a worker performing any other phase of demolition work, and the cleaning of lumber; Fire watcher, limber, brush loader, piler and debris handler; Flag person; Gas, oil and/or water pipeline laborer; Laborer, asphalt-rubber material loader; Laborer, general or construction; Laborer, general clean-up; Laborer, landscaping; Laborer, jetting; Laborer, temporary water and air lines; Material hose operator (walls, slabs, floors and decks); Plugging, filling of shee bolt holes; Dry packing of concrete; Railroad maintenance, repair track person and road beds; Streetcar and railroad construction track laborers; Rigging and signaling; Scaler; Slip form raiser; Tar and mortar; Tool crib or tool house laborer; Traffic control by any method; Window cleaner; Wire mesh pulling - all concrete pouring operations

GROUP 2: Asphalt shoveler; Cement dumper (on 1 yd. or larger mixer and handling bulk cement); Cesspool digger and installer; Chucktender; Chute handler, pouring concrete, the handling of the chute from readymix trucks, such as walls, slabs, decks, floors, foundation, footings, curbs, gutters and sidewalks; Concrete curer, impervious membrane and form oiler; Cutting torch operator (demolition); Fine grader, highways and street paving, airport, runways and similar type heavy construction; Gas, oil and/or water pipeline wrapper - pot tender and form person; Guinea chaser; Headerboard person - asphalt; Laborer, packing rod steel and pans; Membrane vapor barrier installer; Power broom sweeper (small); Riprap stonepaver, placing stone or wet sacked concrete; Roto scraper and tiller; Sandblaster (pot tender); Septic tank digger and installer(lead); Tank scaler and cleaner; Tree climber, faller, chain saw operator, Pittsburgh chipper and similar type brush shredder; Underground laborer, including caisson bellow

GROUP 3: Buggymobile person; Concrete cutting torch; Concrete pile cutter; Driller, jackhammer, 2-1/2 ft. drill steel or longer; Dri-pak-it machine; Gas, oil and/or water pipeline wrapper, 6-in. pipe and over, by any method, inside and out; High scaler (including drilling of same); Hydro seeder and similar type; Impact wrench multi-plate; Kettle person, pot person and workers applying asphalt, lay-kold, creosote, lime caustic and similar type materials ("applying" means applying, dipping, brushing or handling of such materials for pipe wrapping and waterproofing); Operator of pneumatic, gas, electric tools, vibrating machine, pavement breaker, air blasting, come-alongs, and

similar mechanical tools not separately classified herein; Pipelayer's backup person, coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and all other services; Rock slinger; Rotary scarifier or multiple head concrete chipping scarifier; Steel headerboard and guideline setter; Tamper, Barko, Wacker and similar type; Trenching machine, hand-propelled

GROUP 4: Asphalt raker, lute person, ironer, asphalt dump person, and asphalt spreader boxes (all types); Concrete core cutter (walls, floors or ceilings), grinder or sander; Concrete saw person, cutting walls or flat work, scoring old or new concrete; Cribber, shorer, lagging, sheeting and trench bracing, hand-guided lagging hammer; Head rock slinger; Laborer, asphalt- rubber distributor boot person; Laser beam in connection with laborers' work; Oversize concrete vibrator operator, 70 lbs. and over; Pipelayer performing all services in the laying and installation of pipe from the point of receiving pipe in the ditch until completion of operation, including any and all forms of tubular material, whether pipe, metallic or non-metallic, conduit and any other stationary type of tubular device used for the conveying of any substance or element, whether water, sewage, solid gas, air, or other product whatsoever and without regard to the nature of material from which the tubular material is fabricated; No-joint pipe and stripping of same; Prefabricated manhole installer; Sandblaster (nozzle person), water blasting, Porta Shot-Blast

GROUP 5: Blaster powder, all work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing; Driller: All power drills, excluding jackhammer, whether core, diamond, wagon, track, multiple unit, and any and all other types of mechanical drills without regard to the form of motive power; Toxic waste removal

#### TUNNEL LABORER CLASSIFICATIONS

GROUP 1: Batch plant laborer; Changehouse person; Dump person; Dump person (outside); Swamper (brake person and switch person on tunnel work); Tunnel materials handling person; Nipper; Pot tender, using mastic or other materials (for example, but not by way of limitation, shotcrete, etc.);

GROUP 2: Bull gang mucker, track person; Chucktender, Cabletender; Concrete crew, including rodder and spreader; Loading and unloading agitator cars; Vibrator person, jack hammer, pneumatic tools (except driller)

GROUP 3: Blaster, driller, powder person; Chemical grout jet person; Cherry picker person; Grout gun person; Grout mixer person; Grout pump person; Jackleg miner; Jumbo person; Kemper and other pneumatic concrete placer operator; Miner, tunnel (hand or machine); Nozzle person; Operating of troweling and/or grouting machines; Powder person (primer house); Primer person; Sandblaster; Shotcrete person; Steel form raiser and setter; Timber person, retimber person, wood or steel; Tunnel Concrete finisher

GROUP 4: Diamond driller; Sandblaster; Shaft and raise work

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LABO0220-004 07/01/2017

	Rates	Fringes
Brick Tender.....	\$ 31.36	17.82

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LABO0300-005 01/01/2018

	Rates	Fringes
Asbestos Removal Laborer.....	\$ 33.19	17.78

SCOPE OF WORK: Includes site mobilization, initial site cleanup, site preparation, removal of asbestos-containing material and toxic waste, encapsulation, enclosure and disposal of asbestos- containing materials and toxic waste by hand or with equipment or machinery; scaffolding, fabrication of temporary wooden barriers and assembly of decontamination stations.

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LABO0345-001 07/02/2017

	Rates	Fringes
LABORER (GUNITE)		
GROUP 1.....	\$ 41.08	17.39
GROUP 2.....	\$ 40.13	17.39
GROUP 3.....	\$ 36.59	17.39

FOOTNOTE: GUNITE PREMIUM PAY: Workers working from a Bosn'n's Chair or suspended from a rope or cable shall receive 40 cents per hour above the foregoing applicable classification rates. Workers doing gunite and/or shotcrete work in a tunnel shall receive 35 cents per hour above the foregoing applicable classification rates, paid on a portal-to-portal basis. Any work performed on, in or above any smoke stack, silo, storage elevator or similar type of structure, when such structure is in excess of 75'-0" above base level and which work must be performed in whole or in part more than 75'-0" above base level, that work performed above the 75'-0" level shall be compensated for at 35 cents per hour above the applicable classification wage rate.

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Rodmen, Nozzlemen

GROUP 2: Gunmen

GROUP 3: Reboundmen

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LABO1184-001 07/01/2017

Rates      Fringes

Laborers: (HORIZONTAL DIRECTIONAL DRILLING)

(1) Drilling Crew Laborer.....	\$ 34.65	13.20
(2) Vehicle Operator/Hauler.....	\$ 34.82	13.20
(3) Horizontal Directional Drill Operator.....	\$ 36.67	13.20
(4) Electronic Tracking Locator.....	\$ 38.67	13.20

Laborers: (STRIPING/SLURRY SEAL)

GROUP 1.....	\$ 35.86	16.21
GROUP 2.....	\$ 37.16	16.21
GROUP 3.....	\$ 39.17	16.21
GROUP 4.....	\$ 40.91	16.21

LABORERS - STRIPING CLASSIFICATIONS

GROUP 1: Protective coating, pavement sealing, including

repair and filling of cracks by any method on any surface in parking lots, game courts and playgrounds; carstops; operation of all related machinery and equipment; equipment repair technician

GROUP 2: Traffic surface abrasive blaster; pot tender - removal of all traffic lines and markings by any method (sandblasting, waterblasting, grinding, etc.) and preparation of surface for coatings. Traffic control person: controlling and directing traffic through both conventional and moving lane closures; operation of all related machinery and equipment

GROUP 3: Traffic delineating device applicator: Layout and application of pavement markers, delineating signs, rumble and traffic bars, adhesives, guide markers, other traffic delineating devices including traffic control. This category includes all traffic related surface preparation (sandblasting, waterblasting, grinding) as part of the application process. Traffic protective delineating system installer: removes, relocates, installs, permanently affixed roadside and parking delineation barricades, fencing, cable anchor, guard rail, reference signs, monument markers; operation of all related machinery and equipment; power broom sweeper

GROUP 4: Striper: layout and application of traffic stripes and markings; hot thermo plastic; tape traffic stripes and markings, including traffic control; operation of all related machinery and equipment

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LABO1414-001 08/02/2017

Rates      Fringes

LABORER

PLASTER CLEAN-UP LABORER....\$ 32.50	18.29
PLASTER TENDER.....\$ 35.05	18.29

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

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PAIN0036-007 01/01/2018

Rates      Fringes

Painters:



(1) Repaint Including Lead Abatement.....	\$ 24.40	14.11
(2) High Iron & Steel.....	\$ 30.70	12.83
(3) Journeyman Painter including Lead Abatement....	\$ 29.04	14.11
(4) Industrial.....	\$ 32.52	14.39
(5) All other work.....	\$ 29.04	14.11

REPAINT of any previously painted structure. Exceptions: work involving the aerospace industry, breweries, commercial recreational facilities, hotels which operate commercial establishments as part of hotel service, and sports facilities.

HIGH IRON & STEEL:

Aerial towers, towers, radio towers, smoke stacks, flag poles (any flag poles that can be finished from the ground with a ladder excluded), elevated water towers, steeples and domes in their entirety and any other extremely high and hazardous work, cooning steel, bos'n chair, or other similar devices, painting in other high hazardous work shall be classified as high iron & steel

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PAIN0036-008 10/01/2017

	Rates	Fringes
DRYWALL FINISHER/TAPER.....	\$ 38.58	18.57

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PAIN0169-002 01/01/2018

	Rates	Fringes
GLAZIER.....	\$ 35.00	26.26

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PAIN1247-002 01/01/2018

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 32.35	14.56

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PLAS0200-001 08/02/2017

	Rates	Fringes
PLASTERER.....	\$ 41.26	14.46

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PLAS0500-002 07/01/2016

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...\$ 33.30		23.33

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PLUM0016-001 07/01/2017

	Rates	Fringes
PLUMBER/PIPEFITTER		
Plumber and Pipefitter		
All other work except		
work on new additions and		
remodeling of bars,		
restaurant, stores and		
commercial buildings not		
to exceed 5,000 sq. ft.		
of floor space and work		
on strip malls, light		
commercial, tenant		
improvement and remodel		
work.....\$ 49.28		21.61
Work ONLY on new additions		
and remodeling of bars,		
restaurant, stores and		
commercial buildings not		
to exceed 5,000 sq. ft. of		
floor space.....\$ 47.76		20.63
Work ONLY on strip malls,		
light commercial, tenant		
improvement and remodel		
work.....\$ 36.91		18.96

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PLUM0345-001 07/01/2017

	Rates	Fringes
PLUMBER		
Landscape/Irrigation Fitter.\$ 32.30		21.00
Sewer & Storm Drain Work....\$ 33.24		17.13

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ROOF0036-002 08/01/2017

	Rates	Fringes
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ROOFER.....\$ 37.07      16.17

FOOTNOTE: Pitch premium: Work on which employees are exposed to pitch fumes or required to handle pitch, pitch base or pitch impregnated products, or any material containing coal tar pitch, the entire roofing crew shall receive \$1.75 per hour "pitch premium" pay.

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SFCA0669-014 04/01/2017

	Rates	Fringes
SPRINKLER FITTER.....	\$ 37.20	15.84

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SHEE0273-002 08/01/2017

	Rates	Fringes
SHEET METAL WORKER.....	\$ 42.28	28.33

HOLIDAYS: New Year's Day, Martin Luther King Day, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day & Friday after, Christmas Day

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TEAM0011-002 07/01/2017

	Rates	Fringes
TRUCK DRIVER		
GROUP 1.....	\$ 29.59	27.74
GROUP 2.....	\$ 29.74	27.74
GROUP 3.....	\$ 29.87	27.74
GROUP 4.....	\$ 30.06	27.74
GROUP 5.....	\$ 30.09	27.74
GROUP 6.....	\$ 30.12	27.74
GROUP 7.....	\$ 30.37	27.74
GROUP 8.....	\$ 30.62	27.74
GROUP 9.....	\$ 30.82	27.74
GROUP 10.....	\$ 31.12	27.74
GROUP 11.....	\$ 31.62	27.74
GROUP 12.....	\$ 32.05	27.74

WORK ON ALL MILITARY BASES:  
PREMIUM PAY: \$3.00 per hour additional.

[29 palms Marine Base, Camp Roberts, China Lake, Edwards AFB, El Centro Naval Facility, Fort Irwin, Marine Corps Logistics Base at Nebo & Yermo, Mountain Warfare Training Center, Bridgeport, Point Arguello, Point Conception, Vandenberg AFB]

## TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Truck driver

GROUP 2: Driver of vehicle or combination of vehicles - 2 axles; Traffic control pilot car excluding moving heavy equipment permit load; Truck mounted broom

GROUP 3: Driver of vehicle or combination of vehicles - 3 axles; Boot person; Cement mason distribution truck; Fuel truck driver; Water truck - 2 axle; Dump truck, less than 16 yds. water level; Erosion control driver

GROUP 4: Driver of transit mix truck, under 3 yds.; Dumpcrete truck, less than 6-1/2 yds. water level

GROUP 5: Water truck, 3 or more axles; Truck greaser and tire person (\$0.50 additional for tire person); Pipeline and utility working truck driver, including winch truck and plastic fusion, limited to pipeline and utility work; Slurry truck driver

GROUP 6: Transit mix truck, 3 yds. or more; Dumpcrete truck, 6-1/2 yds. water level and over; Vehicle or combination of vehicles - 4 or more axles; Oil spreader truck; Dump truck, 16 yds. to 25 yds. water level

GROUP 7: A Frame, Swedish crane or similar; Forklift driver; Ross carrier driver

GROUP 8: Dump truck, 25 yds. to 49 yds. water level; Truck repair person; Water pull - single engine; Welder

GROUP 9: Truck repair person/welder; Low bed driver, 9 axles or over

GROUP 10: Dump truck - 50 yds. or more water level; Water pull - single engine with attachment

GROUP 11: Water pull - twin engine; Water pull - twin engine with attachments; Winch truck driver - \$1.25 additional when operating winch or similar special attachments

GROUP 12: Boom Truck 17K and above

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

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

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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

(weighted union average rate).

#### Union Rate Identifiers

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

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

#### Survey Rate Identifiers

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

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the

classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

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#### WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION



# ATTACHMENT FOUR- CA DIR WAGE DETERMINATION

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

**LOCALITY: SAN LUIS OBISPO COUNTY**  
**DETERMINATION: SLO-2018-1**

CRAFT (JOURNEY LEVEL)	ISSUE DATE	EXPIRATION DATE	EMPLOYER PAYMENTS							STRAIGHT-TIME		OVERTIME HOURLY RATE		
			BASIC HOURLY RATE	HEALTH AND WELFARE	PENSION	VACATION/HOLIDAY	TRAINING	OTHER PAYMENTS	HOURS	TOTAL HOURLY RATE	DAILY	SATURDAY	SUNDAY AND HOLIDAY	
# BRICKLAYER, STONEMASON, CEMENT BLOCKLAYER, POINTER, CAULKER, CLEANER	8/22/2017	04/30/2018**	A 38.690	8.000	5.220	-	B 0.830	0.450	C 8.0	53.190	D 72.530	D 72.530	91.880	
# BRICKLAYER: MASON FINISHER	8/22/2017	04/30/2018*	A 27.940	8.000	7.430	-	B 0.750	0.450	C 8.0	44.570	D 58.540	D 58.540	72.510	
# E BRICK TENDER	8/22/2017	06/30/2018**	31.360	7.120	7.530	F 4.100	0.650	0.440	C 8.0	51.200	66.880	66.880	82.560	
# BRICK TENDER: FORKLIFT OPERATOR	8/22/2017	06/30/2018**	31.810	7.120	7.530	F 4.100	0.650	0.440	C 8.0	51.650	67.560	67.560	83.460	
# CARPET, LINOLEUM, RESILIENT TILE LAYER	8/22/2017	04/30/2018**	G 32.350	5.330	6.550	2.050	0.630	0.280	8.0	47.190	63.360	H 63.360	79.540	
I MATERIAL HANDLER	2/22/2018	04/30/2018*	G 11.000	5.330	2.390	0.550	0.630	0.180	8.0	20.080	25.580	J 25.580	31.080	
# DRYWALL FINISHER DRYWALL FINISHER	2/22/2018	09/30/2018**	G 38.580	8.450	6.380	3.070	0.670	0.670	8.0	57.820	77.110	K 77.110	96.400	
# ELECTRICIAN: COMM & SYSTEM INSTALLER	2/22/2018	12/31/2018**	33.160	8.140	L 3.940	-	0.650	M 0.350	8.0	47.230	N 64.310	N 64.310	81.390	
INSIDE WIREMAN, TECHNICIAN	2/22/2018	05/30/2018*	G 42.000	O 11.340	P 7.410	-	O 0.780	O 0.480	8.0	63.270	Q 94.900	Q 94.900	126.540	
CABLE SPLICER	2/22/2018	05/30/2018*	G 46.200	O 11.340	P 7.410	-	O 0.780	O 0.520	8.0	67.640	Q 101.450	Q 101.450	135.270	
# FIELD SURVEYOR: R CHIEF OF PARTY (018.167-010)	2/22/2018	09/30/2018**	48.860	11.450	9.650	F 4.620	1.100	0.150	8.0	75.830	N 100.260	N 100.260	124.690	
R INSTRUMENTMAN (018.167-034)	2/22/2018	09/30/2018**	46.360	11.450	9.650	F 4.450	1.100	0.150	8.0	73.160	N 96.340	N 96.340	119.520	
R CHAINMAN/RODMAN (869.567-010)	2/22/2018	09/30/2018**	45.780	11.450	9.650	F 4.400	1.100	0.150	8.0	72.530	N 95.420	N 95.420	118.310	
# GLAZIER	2/22/2018	07/31/2018*	G 35.000	10.150	15.560	-	0.550	0.130	8.0	61.390	S 78.890	S 78.890	96.390	
# MARBLE FINISHER	8/22/2017	05/31/2018**	T 30.930	9.250	2.830	-	0.870	0.330	8.0	44.210	U 59.670	V 59.670	W 75.140	
# PAINTER X INDUSTRIAL PAINTER	2/22/2018	06/30/2018**	Y 32.520	8.450	3.040	2.200	0.700	0.910	8.0	47.820	Z 64.080	Z 64.080	Z 64.080	
# PAINTER: X PAINTER, LEAD ABATEMENT	2/22/2018	06/30/2018**	Y 29.040	8.450	3.040	2.020	0.600	0.910	8.0	44.060	Z 58.580	Z 58.580	Z 58.580	
X REPAINT PAINTER, LEAD ABATEMENT	2/22/2018	06/30/2018**	Y 24.400	8.450	3.040	1.940	0.600	0.910	8.0	39.340	AA 51.540	AA 51.540	AA 51.540	
X INDUSTRIAL REPAINT PAINTER	2/22/2018	06/30/2018**	Y 28.840	8.450	3.040	2.130	0.700	0.910	8.0	44.070	AA 58.490	AA 58.490	AA 58.490	
# PLASTERER	8/22/2017	07/31/2018*	35.610	9.130	4.590	AB 5.650	0.730	0.990	AC 8.0	56.700	Z 74.510	AD 74.510	92.310	
# AE PLASTER TENDER	8/22/2017	08/07/2018*	35.050	7.120	6.930	AB 5.120	1.020	0.960	8.0	56.200	AF 73.720	AG 73.720	91.250	
PLASTER CLEAN-UP LABORER	8/22/2017	08/07/2018*	32.500	7.120	6.930	AB 5.120	1.020	0.960	8.0	53.650	AF 69.900	AG 69.900	86.150	
# PLUMBER: PLUMBER, INDUSTRIAL AND GENERAL PIPEFITTER	2/22/2018	08/31/2018**	AH 49.280	8.160	AI 11.500	AJ -	1.950	AK 1.250	8.0	72.140	D 95.930	D 95.930	118.100	
SEWER AND STORM DRAIN PIPELAYER	2/22/2018	08/31/2018**	AH 36.390	8.050	AI 8.650	AJ -	1.680	AK 1.250	8.0	56.020	73.370	AL 73.370	90.100	
SEWER AND STORM DRAIN PIPE TRADESMAN	8/22/2017	08/31/2018**	AH 18.130	8.050	0.380	-	1.110	AK 1.100	8.0	28.770	36.980	AL 36.980	45.200	
AM SERVICE & REPAIR (PLUMBER/HVAC-FITTER)	2/22/2018	08/31/2018**	AH 47.760	8.160	AI 11.190	AJ -	1.280	AK 1.250	8.0	69.640	92.670	AN 92.670	AO 114.080	
LANDSCAPE/IRRIGATION FITTER	2/22/2018	08/31/2018**	T 32.300	8.160	AI 11.500	AJ -	1.340	AK 1.050	AL 8.0	54.350	70.500	70.500	85.300	
AP LANDSCAPE/IRRIGATION TRADESMAN	8/22/2017	08/31/2018**	T 14.110	3.000	AI 0.880	-	0.100	AK 0.850	AL 8.0	18.940	26.000	26.000	33.050	
FIRE SPRINKLER FITTER (PROTECTION AND CONTROL SYSTEMS, OVERHEAD AND UNDERGROUND)	2/22/2018	03/31/2018**	37.200	9.670	AQ 11.530	-	0.470	0.250	8.0	59.120	77.720	77.720	96.320	

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

LOCALITY: SAN LUIS OBISPO COUNTY  
 DETERMINATION: SLO-2018-1

CRAFT (JOURNEY LEVEL)	ISSUE DATE	EXPIRATION DATE	EMPLOYER PAYMENTS							STRAIGHT-TIME		OVERTIME HOURLY RATE		
			BASIC HOURLY RATE	HEALTH AND WELFARE	PENSION	VACATION/HOLIDAY	TRAINING	OTHER PAYMENTS	HOURS	TOTAL HOURLY RATE	DAILY	SATURDAY	SUNDAY AND HOLIDAY	
# ROOFER	2/22/1998	03/03/1999*	& 14.500	0.930	0.400	-	0.650	-	8.0	16.480	23.730	23.730	30.980	
# SHEET METAL WORKER (HVAC)	2/22/2018	07/31/2018**	G 42.280	9.850	AR 17.110	AS -	1.550	1.200	AL 8.0	71.990	AT 93.130	AT 93.130	114.270	
# TERRAZZO FINISHER	8/22/2017	08/31/2018**	G 29.750	8.750	3.530	AS -	0.630	0.260	AL 8.0	42.920	U 57.790	AU 57.790	W 72.670	
# TERRAZZO WORKER	8/22/2017	08/31/2018**	G 36.750	9.250	3.860	AS -	0.710	0.260	AL 8.0	50.830	U 69.210	AU 69.210	W 87.580	
# TILE FINISHER	8/22/2017	05/31/2018**	T 25.980	8.430	2.000	-	0.800	0.280	8.0	37.490	U 50.480	V 50.480	W 63.470	
# TILE LAYER	8/22/2017	05/31/2018**	T 37.760	9.250	6.140	-	0.980	0.370	8.0	54.500	U 73.380	V 73.380	W 92.260	

[FOOTNOTES](#)