

# **Agenda**

## **Sacramento Suburban Water District Facilities and Operations Committee**

3701 Marconi Avenue, Suite 100  
Sacramento, CA 95821

Friday, January 8, 2016  
1:30 p.m.

Public documents relating to any open session item listed on this agenda that are distributed to the Committee members less than 72 hours before the meeting are available for public inspection in the customer service area of the District's Administrative Office at the address listed above.

The public may address the Committee concerning any item of interest. Persons who wish to comment on either agenda or non-agenda items should fill out a Comment Card and give it to the General Manager. The Committee Chair will call for comments at the appropriate time. Comments will be subject to reasonable time limits (3 minutes).

In compliance with the Americans with Disabilities Act, if you have a disability, and you need a disability-related modification or accommodation to participate in this meeting, then please contact Sacramento Suburban Water District Human Resources at (916)679-3972. Requests must be made as early as possible and at least one-full business day before the start of the meeting.

### **Call to Order**

### **Roll Call**

### **Public Comment**

This is an opportunity for the public to comment on non-agenda items within the subject matter jurisdiction of the Committee. Comments are limited to 3 minutes.

### **Consent Items**

The committee will be asked to approve all Consent Items at one time without discussion. Consent Items are expected to be routine and non-controversial. If any member of the Committee, staff or interested person requests that an item be removed from the Consent Items, it will be considered with the action items.

- 1. Minutes of the October 29, 2015 Facilities and Operations Committee Meeting**  
*Recommendation: Approve subject minutes.*

### **Items for Discussion and Action**

- 2. Water System Master Plan and 2015 Urban Water Management Plan Update**  
*Receive written staff report and update from consultant.*

**3. Execution of the Fifth Year of Existing Master Service Contracts for Main Replacement Projects**

*Receive written staff report and direct staff as appropriate.*

**4. Prop. 84 Grant and O&M Agreement with City of Sacramento for Enterprise Intertie Improvements**

*Receive written staff report and direct staff as appropriate.*

**5. Paving Partnership Agreement with County of Sacramento for 2015 Main Replacement Projects**

*Receive written staff report and direct staff as appropriate.*

**6. Labor and Equipment Cost Accounting**

*Receive written staff report.*

**Adjournment**

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**Upcoming Meetings:**

Monday, January 25, 2016, at 6:30 p.m., Regular Board Meeting

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I certify that the foregoing agenda for the January 8, 2016, meeting of the Sacramento Suburban Water District Facilities and Operations Committee was posted by January 5, 2016, in a publicly-accessible location at the Sacramento Suburban Water District office, 3701 Marconi Avenue, Suite 100, Sacramento, California, and was made available to the public during normal business hours.

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Robert S. Roscoe  
General Manager/Secretary  
Sacramento Suburban Water District

## Item 1

### Minutes

Sacramento Suburban Water District  
**Facilities and Operations Committee**  
Thursday, October 29, 2015

#### Call to Order

Director Thomas called the meeting to order at 3:01 p.m.

#### Roll Call

Directors Present: Kevin Thomas.

Directors Absent: Bob Wichert.

Staff Present: Assistant General Manager Dan York, Dan Bills, David Espinoza, Heather Hernandez-Fort, Dave Jones, John Valdes, James Arenz, Patrick Wilson.

**Public Present:** Craig Locke, William Eubanks, Paul Selsky, Melanie Holton

#### Announcements

- Assistant General Manager Dan York (AGM York) announced that Director Wichert was unable to attend the meeting.
- AGM York announced that General Manager Robert Roscoe was also unable to attend the meeting due to being at a conference out of town.
- AGM York announced the Finance and Audit Committee meeting scheduled for Friday, October 30, 2015 at 10:00 a.m.

#### Public Comment

Mr. Eubanks requested henceforth that his comments in all meeting notes reflect “(Mr. Eubanks) commented.”

#### Consent Items

1. **Minutes of the September 3, 2015 Facilities and Operations Committee Meeting**  
A written report was provided.

Director Thomas approved the Minutes.

#### Items for Discussion and Action

2. **Water System Master Plan and 2015 Urban Water Management Plan Update**  
AGM York presented the staff report.

Mr. John Valdes gave a brief description of the District’s Water System Master Plan (WSMP) and the 2015 Urban Water Management Plan (UWMP). Mr. Valdes introduced Brown and Caldwell consultants, Mr. Paul Selsky and Ms. Melanie Holton. Mr. Selsky and Ms. Holton presented a power point presentation on the UWMP and WSMP.

Director Thomas inquired about any additions the District may need to the SCADA system. Ms. Holton explained that they are looking into realistic next steps for the SCADA system.

Director Thomas recommended presenting this to the full Board as an information item.

Mr. Eubanks commented.

3. **Fulton/El Camino Recreation and Park District Easement Update**

Mr. Dave Jones presented the staff report.

Director Thomas liked the idea of working with the Fulton/El Camino Recreation and Park District (Park District). He inquired when the next meeting with the Park District was. Mr. Jones explained that all staff would need to do is coordinate a meeting.

Director Thomas recommended further discussions with the Park District on Options 1; “the Park District would provide the District with a new well site at another Park District park and also the required easement(s) at Santa Anita Park. In exchange for the new property, the District would deed the existing well at Santa Anita Park to the Park District, which would use the well for irrigation purposes,” and Option 3; “the Park District would like to partner with the District to build a drought demonstration garden at Howe Avenue Park. The Park District has committed to maintain the garden after it is constructed.”

4. **Water Transmission Main Asset Management Plan**

AGM York announced that Director Wichert requested that this item be pulled and brought back to the next Facilities and Operations Committee meeting.

Director Thomas gave consent to pull the item.

5. **Cost to Add Fluoridation to North Service Area Update**

AGM York introduced the item. Mr. Valdes presented the staff report.

Director Thomas expressed that he is not in support of fluoridating the North Service Area.

Mr. Eubanks commented.

6. **McClellan Business Park Improvement Agreement Update**

AGM York presented the staff report giving a brief history of the agreement.

AGM York reviewed the ten capital improvement items noting that 7 of the 10 items have been completed. AGM York further indicated that the three items left are near completion.

AGM York noted that staff's recommendation is to continue to honor the existing agreement, but enforce the District's rules and regulations internally at McClellan Business Park (MBP).

Director Thomas inquired if there is any litigation with MBP. AGM York clarified that there is not.

Director Thomas inquired if the District would be responsible for maintenance should a backflow device that the District installed malfunction. AGM York responded that once it is installed, MBP will have to maintain the backflow device from that point on.

Mr. Eubanks commented.

AGM York suggested bringing this item back to the Committee with an estimated cost to fulfill the District's agreement on the remaining three items.

### **Adjournment**

Director Thomas adjourned the meeting at 4:21 p.m.

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Robert S. Roscoe  
General Manager/Secretary  
Sacramento Suburban Water District



## Facilities and Operations Committee

### Agenda Item: 2

**Date:** December 23, 2015

**Subject:** Water System Master Plan and 2015 Urban Water Management Plan Update

**Staff Contact:** John E. Valdes, Engineering Manager

**Recommended Committee Action:**

Receive report from staff and consultant on progress to date in updating the District's Water System Master Plan and preparing the 2015 Urban Water Management Plan and direct staff as appropriate.

**Discussion:**

In the summer of 2015, following a qualification based selection process, the firm of Brown and Caldwell (B&C) was hired to update the District's 2009 Water System Master Plan (WSMP) and to prepare the 2015 Urban Water Management Plan (UWMP). The plan and schedule provided by B&C showed that the WSMP would be completed first and then information from the WSMP would then be used to prepare the 2015 UWMP. The UWMP is required to be submitted to the State Department of Water Resources (DWR) by July 1, 2016.

At the Facilities and Operations (F&O) Committee Meeting held on July 23, 2015, B&C "kicked off" the master planning and UWMP project by providing the F&O Committee an overview of the project, reviewing the planned scope of work and schedule, and discussing key issues that the WSMP and 2015 UWMP will need to address. They also discussed policy level decisions that the F&O Committee will be asked to make during the master planning process. At that meeting, it was indicated that they would be attending future committee meetings to provide updates on their progress.

At the F&O Committee Meeting held on October 29, 2015, B&C provided the committee with an update on the status of the WSMP. Since the October F&O Committee Meeting, B&C has made additional progress. B&C has provided a draft Long Term Well Plan to District staff for review. B&C then conducted a workshop to walk through the analysis and receive input on the Long Term Well Plan from District staff. B&C has also proceeded with developing demand projections and the water supply analysis.

B&C representatives will attend the January 2016 F&O Committee Meeting to provide the committee with a more detailed update on the project.



## Facilities and Operations Committee

### Agenda Item: 3

**Date:** January 5, 2016

**Subject:** Execution of the Fifth Year of Existing Master Service Contracts for Main Replacement Projects

**Staff Contact:** John E. Valdes, Engineering Manager  
Dave Jones, Associate Engineer

**Recommended Committee Action:**

Recommend to the full Board to approve for 2016 the fifth year of the existing three to five year Master Service Contracts with:

1. Doug Veerkamp General Engineering Inc. for the installation of water main lines; and
2. GM Construction and Developers Inc. for service line installation as part of the Water Main Replacement Program; and
3. Authorize the General Manager to execute the task order(s) for 2016 on behalf of the District.

**Discussion:**

In January 2012, the Board of Directors authorized the General Manager to execute three to five year Master Service Contracts with Ahlstrom Construction and GM Construction and Developers Inc. for the Water Main Replacement Program. However, Ahlstrom Construction left the main installation portion of the program in 2012, and was replaced under the guidelines of the solicitation process with Doug Veerkamp General Engineering Inc. GM Construction has remained the service line contractor under a Master Service Contract for the duration of the Contract. Labor rate increases over the past five years for Veerkamp are presented in Appendix No. 1

The Master Service Contracts for the main line and service line installation have proven successful for the District since its inception in 2006. The District continues to recognize cost savings when compared to projects awarded by the traditional design-bid-build process.

The principal advantages to using the Master Service Contracts approach for this type of construction include:

- Cost savings of 10% to 15% have been realized using the Master Service Contracts approach. This analysis was presented to the Board at the regular Board Meeting July 2013,

comparing the cost difference between competitive bids for the Park Hills and Highlands - Phase 3 Main Replacement Projects. Other projects, in 2015, such as, Santa Anita Ph. 2, Fair Oaks Estates, and Barcelona Projects have also shown cost savings and timely completions. A tabulation of 2015 Master Service Contracts and competitively bid contracts for main replacement projects showing the predominately used task items is presented in Exhibit 1 showing cost savings using the Master Service Contract approach.

- Using the Master Service Contract approach reduces costs associated with bidding and awarding contracts using the traditional design-bid-build approach.
- Public outreach and public relations aspects of the project are better served using the Master Service Contracts, as there is a higher degree of involvement and responsibility on the contractor's part, and there is a higher degree of teamwork and project ownership. Correspondences from residences in the project area are evidence of a well received and appreciated work ethic.
- The quality of work is high because the contractors that the District negotiates with have considerable experience and are very familiar with the District's standards and requirements.
- The Master Service Contractors have offered design suggestions that have saved the District time and money during construction review processes.
- Customer complaints are very low and are responded to in a timely manner. In fact, positive comments received back from the District's customers far outnumber any negative comments received.
- To date, there have been only minor warranty items on projects completed under the Master Service Contracts, all of which are resolved and most of which have been resolved with a single phone call.
- There have been minimal Change Orders, all justified, related to minor unforeseen field conditions and have been negotiated quickly and fairly.
- Contractor have responded to and resolved many suspected warranty items that were customer's responsibility issues years after the project was completed at no cost to the District or customer.
- County inspection costs are lower. Inspection costs per foot of main installed for Master Service Contracts have been lower than those of traditionally bid contracts. County Inspectors over the years have developed a higher respect for our projects due to the high quality of work and adherence to County Standards and tend to spend minimal time performing field inspection, thereby reducing our inspection costs.
- Contractor understands the District's policy to maintain a high degree of customer care.



As part of the Master Service Contracts, the unit cost items within the contract are reviewed and negotiated annually between the Master Service Contractors and the District. The only changes proposed by the contractor deal with increases pertaining to prevailing wages and material increases for the unit costs identified in the contract. New line items are intensely reviewed, negotiated, and added to the contract by the District for items not encountered on previous main replacement projects. The District has recognized the high quality of work performed and the pride Veerkamp General Engineering and GM Construction bring to the projects resulting in a job well done. Customer comments reflect this as well.

The District also works very closely with the contractors to implement lessons learned during the construction of the main replacement projects that benefits the District and its customers by being more efficient. Veerkamp has used value engineering where better, safer, and more efficient construction techniques and procedures are employed resulting in a reduction in the number and costs of unforeseen construction challenges and fewer change orders. GM Construction developed a cost efficient way to work directly with our Engineering Project Coordinator inputting meter data, as-built data for customer service lines, thereby saving time, money, reducing data entry errors, and providing an additional service to our customers.

The Drayton Heights Phase 2 (Task 1 for 2016) is an extension of the first main replacement project completed under a Master Service Contract in 2006. Phase 2 will install approximately 25,000 feet of new main, over 440 new metered services, approximately 60 new or upgraded fire hydrants, and the acquisition of 6 easements. The cost of the project is estimated between \$6.8 and \$7.1 million depending on County pavement requirements. It will take between 9 and 11 months to complete depending on pavement restoration. See Exhibit 2 for map of project area.

The next main replacement project following the Drayton project is known as Edison Meadows. See Exhibit 3 for a map of the project area. The Edison Meadows project's early design calls for approximately 27,000 feet of new main, more than 430 new metered services, and more than 70 new or upgraded fire hydrants. The estimated costs at this time are undetermined, but are conservatively estimated to cost between \$6.5 and \$7.5 million. As this second project will exceed the Capital Improvement Project (CIP) budget for 2016, only the backbone of the system will be complete in 2016 under the fifth year of the Master Service Contracts. The backbone system will construct main water distribution lines that will support new mains constructed in the minor streets in 2017. The backbone system will install approximately 4,700 feet of main line, 38 new metered services and approximately 10 new fire hydrants. The 4,700 feet of main line for the backbone system is a portion of the 27,200 feet of new water mains proposed for the Edison Meadows project. If CIP main replacement budget is available additional main replacement work for the backbone system may be added to the project if warranted.

The remainder of the Edison Meadows Main Replacement Project is slated for a bid competition for the next main replacement project. Staff will prepare and present in 2016 a Committee and Board recommendation to competitively bid the project for another 3 to 5 year (2017-2021) Master Service Contract to be awarded in late 2016 or 2017.

**Fiscal Impact:**

A total of \$9.8 million is included in the District's approved CY2016 CIP budget for main replacement projects and the proposed work would be completed using this budget.

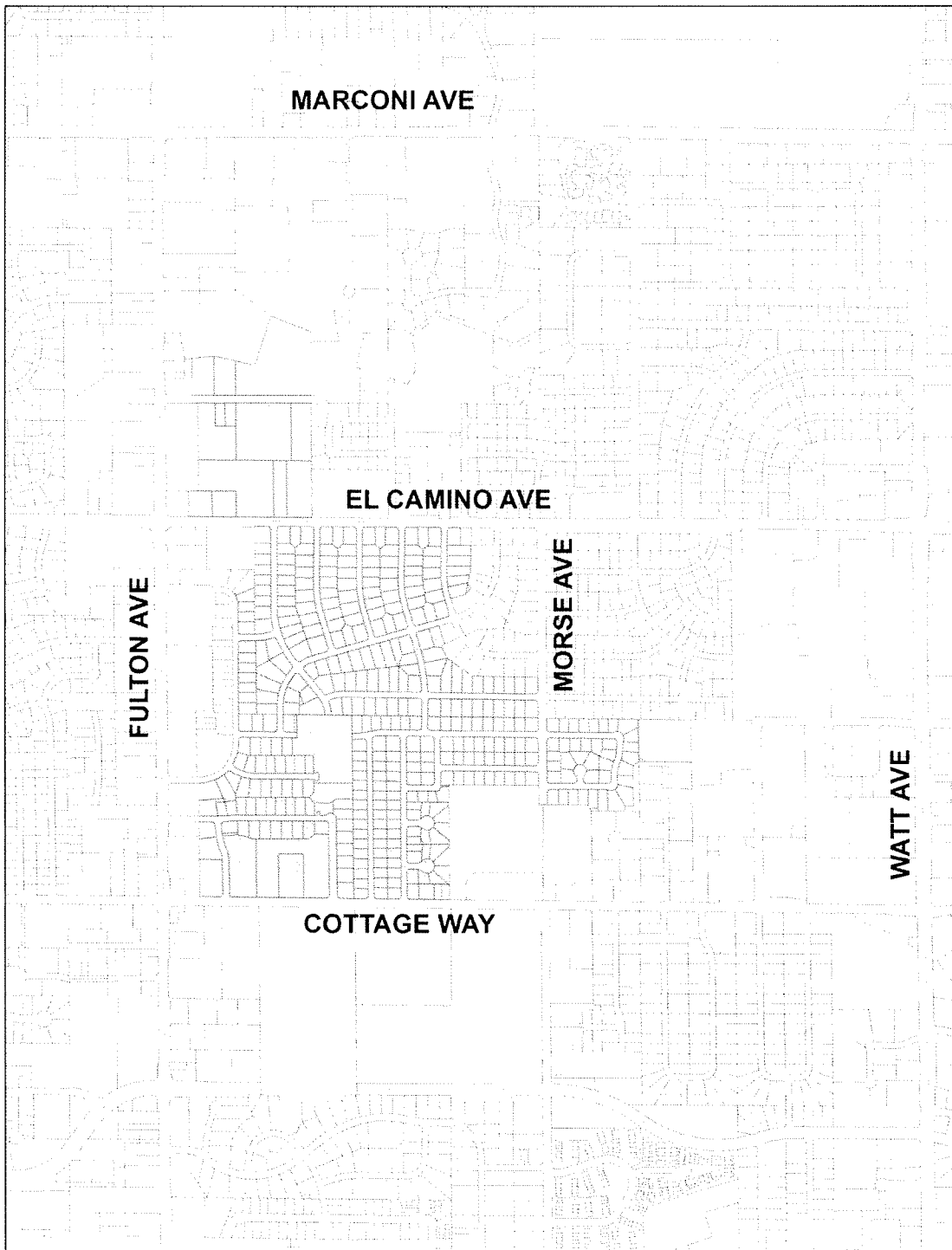
**Strategic Plan Alignment:**

Facilities and Operations – 2.A. The District will utilize appropriate planning tools, identify financial resources necessary, and prioritize system requirements to protect and maintain District assets and attain water resource objectives.

These main replacement projects align with this goal through the planned replacement of worn out water mains with new mains that will improve water system reliability. Replacing aged mains at the end of their useful life benefits District customers with increased system reliability, increased fire protection and reduced cost through coordinating meter retrofits with main replacement projects.

WATERLINE REPLACEMENT PROJECT COMPARISONS																
Project Names:		Eastern - Rand (Bid) 2015			El Camino / Fulton R.O.W. (Bid) 2014			Barcelona (Task Order 3-2015) Master Service			Fair Oaks Estates (Task Order 2-2015) Master Service			Santa Anita Phase 2 (Task Order 3-2015) Master Service		
NO.	ITEM	UNIT	UNIT PRICE*	UNIT PRICE*	UNIT PRICE*	Veerkamp UNIT PRICE	Material UNIT PRICE	TOTAL UNIT PRICE	Veerkamp UNIT PRICE	Material UNIT PRICE	TOTAL UNIT PRICE	Veerkamp UNIT PRICE	Material UNIT PRICE	TOTAL UNIT PRICE		
1	6-Inch Pipe Installation (Minor Roads)	LF	\$70	\$89	\$65	\$1.65	\$67	\$67	\$66	\$1.65	\$68	\$65	\$1.57	\$67		
2	8-Inch Pipe Installation (Minor Roads)	LF	\$87	\$99	\$65	\$1.65	\$67	\$70.65	\$69	\$1.65	\$70.65	\$65	\$1.57	\$67		
3	12-Inch Pipe Installation (Minor Roads)	LF		\$134	\$74	\$1.65	\$76	\$77.65	\$76	\$1.65	\$77.65	\$74	\$1.57	\$76		
4	8-Inch Pipe Installation (Major Roads)	LF	\$80	\$120			\$86	\$80.15	\$79.50	\$0.65	\$80.15	\$78	\$1.57	\$80		
5	12-Inch Pipe Installation (Major Roads)	LF	\$84	\$140	\$84	\$1.65	\$86	\$86.65	\$85	\$1.65	\$86.65	\$83	\$1.57	\$85		
6	Deepend Trenches	LF	\$35	\$30	\$12	\$0	\$12	\$12.50	\$12.50	\$0	\$12.50	\$12	\$0	\$12		
7	6-Inch RS Gate Valve	EA		\$1,600	\$600	\$388.75	\$989	\$989	\$600	\$388.65	\$989	\$650	\$397	\$1,047		
8	8-Inch RS Gate Valve	EA	\$1,500	\$1,800	\$600	\$601	\$1,201	\$1,201	\$600	\$601	\$1,201	\$700	\$617	\$1,317		
9	12-Inch Butterfly Valve	EA	\$1,895	\$2,400	\$650	\$990	\$1,640	\$1,640	\$650	\$990	\$1,640	\$850	\$955	\$1,805		
10	New/Replace Fire Hydrant Assembly	EA	\$7,995	\$8,995	\$3,100	\$2,000	\$5,100	\$5,100	\$3,100	\$2,000	\$5,100	\$3,600	\$1,848	\$5,448		
11	8-Inch Tie-In (Minor Roads)	EA	\$4,995	\$3,500	\$5,300	\$0	\$5,300	\$5,300	\$5,840	\$0	\$5,840	\$6,100	\$0	\$6,100		
12	8-Inch Tie-In (Major Roads)	EA	\$4,995	\$9,500	\$8,200	\$0	\$8,200	\$8,200	\$7,920	\$0	\$7,920	\$7,900	\$0	\$7,900		

\* Includes material



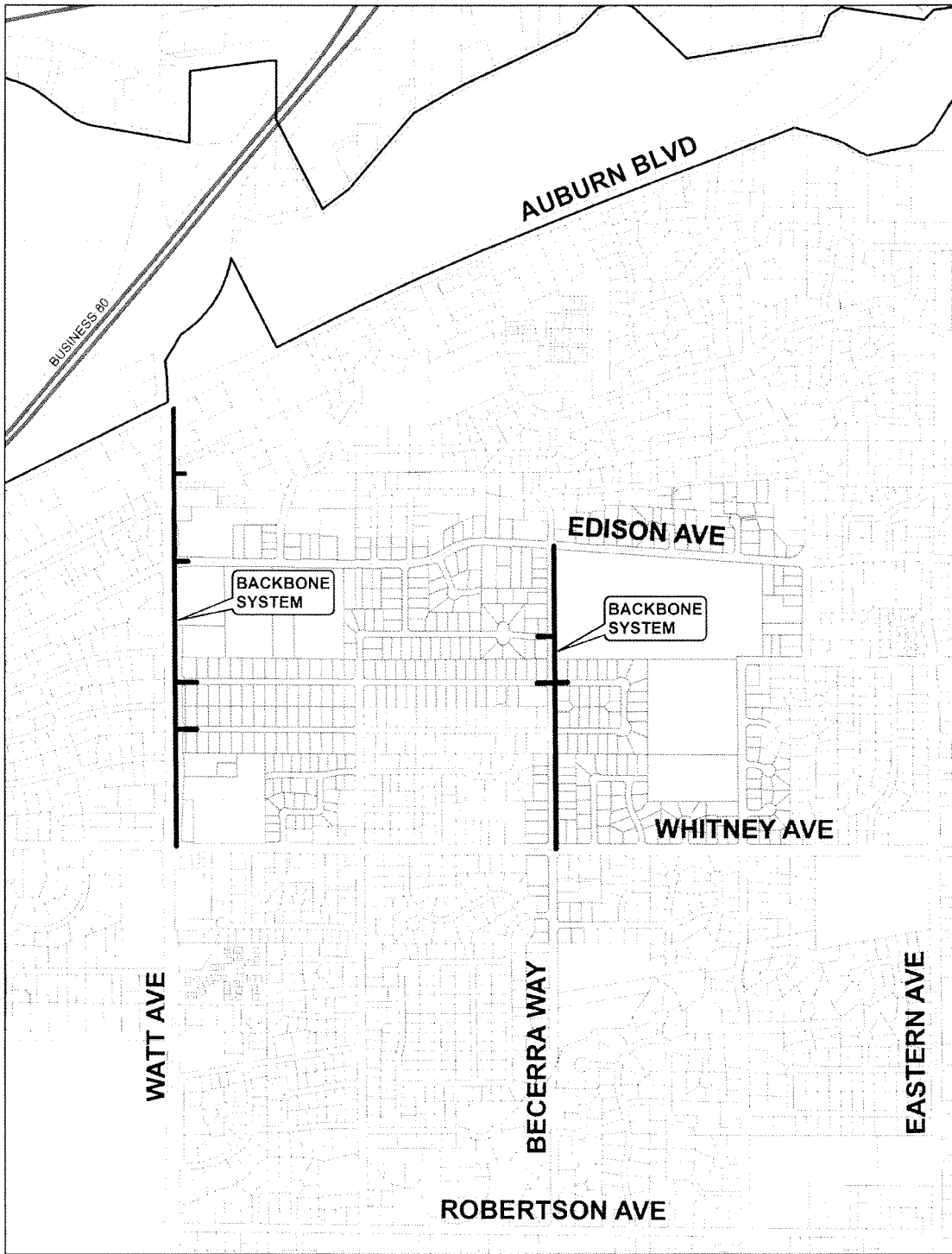
## Exhibit 2

### 2016 Drayton Heights Phase 2

- 25,000 Ft. of New Main
- 443 New Services
- 62 New Fire Hydrants



Base Data: Sacramento County GIS Base Map  
 Projection: CA State Plane 2 - NAD83  
 Scale: No Scale  
 Prepared by: JWS, SSWD  
 Sacramento, CA - December 9, 2015  
 Area 66E\_60-Drayton Heights Phase II.mxd



### Exhibit 3

### 2016 Edison Meadows

#### Main System:

- 27,200 Ft. of New Main
- 435 New Services
- 74 New Fire Hydrants

#### Backbone System:

- \* 4,700 Ft.
- \* 38 Services
- \* 10 Fire Hydrants



Base Data: Sacramento County GIS Base Map  
 Projection: CA State Plane 2 - NAD83  
 Scale: Not Scale  
 Prepared by: JWS/SSWD  
 Sacramento, CA - December 9, 2015  
 Area 48-Edison Meadows.mxd



## APPENDIX 1

### LABOR RATES

The attached hourly wage determinations show the increases incurred between 2010 and 2015. Also included are the future proposed increases for laborers. The operators and teamsters wage increases are currently expired, but new determinations will be forthcoming this year. The ones attached will provide an idea of what to expect in the future.

Here is a summary:

	2010	2015	5YR INCREASE
OPERATORS	\$56.78	\$67.39	\$ 10.61 (19.0%) = 3.8% / yr.
LABORERS	\$41.09	\$49.69	\$ 7.79 (19.0%) = 3.8% / yr.
TEAMSTERS	\$46.80	\$54.97	\$ 8.17 (17.5%) = 3.5% / yr.

These rates do not include burden; employer paid taxes and insurance (approximately 19%).

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

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: #LABORER AND RELATED CLASSIFICATIONS

DETERMINATION: NC-23-102-1-2015-2

ISSUE DATE August 22, 2015

EXPIRATION DATE OF DETERMINATION JUNE 26, 2016\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774

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

Classification <sup>a</sup> (Journeyperson)	Basic Hourly Rate <sup>e</sup>	Employer Payments					Straight-Time		Overtime Hourly Rate		
		Health and Welfare	Pension	Vacation and Holiday	Training	Other Payments	Hours <sup>f</sup>	Total Hourly	Daily	Saturday <sup>h</sup>	Sunday/ Holiday 2X
<b>AREA 1<sup>i</sup></b>											
Construction Specialist	29.49	7.54	10.38	2.63	0.43	0.22	8	50.69	65.435	65.435	80.18
Group 1, Group 1(B) <sup>g</sup>	28.79	7.54	10.38	2.63	0.43	0.22	8	49.99	64.385	64.385	78.78
Group 1 (A)	29.01	7.54	10.38	2.63	0.43	0.22	8	50.21	64.715	64.715	79.22
Group 1 (C)	28.84	7.54	10.38	2.63	0.43	0.22	8	50.04	64.46	64.46	78.88
Group 1 (E)	29.34	7.54	10.38	2.63	0.43	0.22	8	50.54	65.21	65.21	79.88
Group 1 (F-1)	29.37	7.54	10.38	2.63	0.43	0.22	8	50.57	65.255	65.255	79.94
Group 1 (F-2)	28.39	7.54	10.38	2.63	0.43	0.22	8	49.59	63.785	63.785	77.98
Group 1 (G)	28.99	7.54	10.38	2.63	0.43	0.22	8	50.19	64.685	64.685	79.18
Group 2	28.64	7.54	10.38	2.63	0.43	0.22	8	49.84	64.16	64.16	78.48
Group 3, Group 3(A)	28.54	7.54	10.38	2.63	0.43	0.22	8	49.74	64.01	64.01	78.28
Group 4, Group 6(B)	22.23	7.54	10.38	2.63	0.43	0.22	8	43.43	54.545 <sup>d</sup>	54.545 <sup>d</sup>	65.66 <sup>d</sup>
Group 6	29.75	7.54	10.38	2.63	0.43	0.22	8	50.95	65.825	65.825	80.70
Group 6 (A)	29.25	7.54	10.38	2.63	0.43	0.22	8	50.45	65.075	65.075	79.70
Group 6 (C)	28.66	7.54	10.38	2.63	0.43	0.22	8	49.86	64.19	64.19	78.52
Group 7 - Stage 1 (1 <sup>st</sup> 6 months)	19.98	7.54	10.38	2.63	0.43	0.22	8	41.18	51.17	51.17	61.16
Stage 2 (2 <sup>nd</sup> 6 months)	22.83	7.54	10.38	2.63	0.43	0.22	8	44.03	55.445	55.445	66.86
Stage 3 (3 <sup>rd</sup> 6 months)	25.69	7.54	10.38	2.63	0.43	0.22	8	46.89	59.735	59.735	72.58
<b>AREA 2<sup>i</sup></b>											
Construction Specialist	28.49	7.54	10.38	2.63	0.43	0.22	8	49.69	63.935	63.935	78.18
Group 1, Group 1(B) <sup>g</sup>	27.79	7.54	10.38	2.63	0.43	0.22	8	48.99	62.885	62.885	76.78
Group 1 (A)	28.01	7.54	10.38	2.63	0.43	0.22	8	49.21	63.215	63.215	77.22
Group 1 (C)	27.84	7.54	10.38	2.63	0.43	0.22	8	49.04	62.96	62.96	76.88
Group 1 (E)	28.34	7.54	10.38	2.63	0.43	0.22	8	49.54	63.71	63.71	77.88
Group 1 (F-1)	28.37	7.54	10.38	2.63	0.43	0.22	8	49.57	63.755	63.755	77.94
Group 1 (F-2)	27.39	7.54	10.38	2.63	0.43	0.22	8	48.59	62.285	62.285	75.98
Group 2	27.64	7.54	10.38	2.63	0.43	0.22	8	48.84	62.66	62.66	76.48
Group 3, Group 3(A)	27.54	7.54	10.38	2.63	0.43	0.22	8	48.74	62.51	62.51	76.28
Group 4, Group 6(B)	21.23	7.54	10.38	2.63	0.43	0.22	8	42.43	53.045 <sup>d</sup>	53.045 <sup>d</sup>	63.66 <sup>d</sup>
Group 6	28.75	7.54	10.38	2.63	0.43	0.22	8	49.95	64.325	64.325	78.70
Group 6 (A)	28.25	7.54	10.38	2.63	0.43	0.22	8	49.45	63.575	63.575	77.70
Group 6 (C)	27.66	7.54	10.38	2.63	0.43	0.22	8	48.86	62.69	62.69	76.52
Group 7 - Stage 1 (1 <sup>st</sup> 6 months)	19.28	7.54	10.38	2.63	0.43	0.22	8	40.48	50.12	50.12	59.76
Stage 2 (2 <sup>nd</sup> 6 months)	22.03	7.54	10.38	2.63	0.43	0.22	8	43.23	54.245	54.245	65.26
Stage 3 (3 <sup>rd</sup> 6 months)	24.79	7.54	10.38	2.63	0.43	0.22	8	45.99	58.385	58.385	70.78

PLEASE GO TO PAGE 50 FOR CLASSIFICATIONS WITHIN EACH GROUP

# INDICATES AN APPRENTICEABLE CRAFT. THE CURRENT APPRENTICE WAGE RATES ARE AVAILABLE ON THE INTERNET AT

[HTTP://WWW.DIR.CA.GOV/OPRL/PWAPPWAGE/PWAPPWAGESTARTI.ASP](http://www.dir.ca.gov/OPRL/PWAPPWAGE/PWAPPWAGESTARTI.ASP) TO OBTAIN ANY APPRENTICE WAGE RATES AS OF JULY 1, 2008 AND PRIOR TO SEPTEMBER 27, 2012. PLEASE CONTACT THE DIVISION OF APPRENTICESHIP STANDARDS OR REFER TO THE DIVISION OF APPRENTICESHIP STANDARDS' WEBSITE AT [HTTP://WWW.DIR.CA.GOV/DAS/DAS.HTML](http://www.dir.ca.gov/DAS/DAS.HTML).

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

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

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

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

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

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

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

f WHEN THREE SHIFTS ARE EMPLOYED FOR FIVE (5) OR MORE CONSECUTIVE DAYS, SEVEN AND ONE-HALF (7 1/2) CONSECUTIVE HOURS (EXCLUSIVE OF MEAL PERIOD), SHALL CONSTITUTE A DAY OF WORK, FOR WHICH EIGHT (8) TIMES THE STRAIGHT TIME HOURLY RATE SHALL BE PAID AT THE NON-SHIFT WAGE RATE FOR THE SECOND SHIFT. THE THIRD SHIFT SHALL BE SEVEN (7) HOURS OF WORK FOR EIGHT (8) HOURS PAY AT THE NON-SHIFT WAGE RATE.

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

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

**TRAVEL AND/OR SUBSISTENCE PAYMENT:** IN ACCORDANCE WITH LABOR CODE SECTIONS 1773.1 AND 1773.9, CONTRACTORS SHALL MAKE TRAVEL AND/OR SUBSISTENCE PAYMENTS TO EACH WORKER TO EXECUTE THE WORK. YOU MAY OBTAIN THE TRAVEL AND/OR SUBSISTENCE PROVISIONS FOR THE CURRENT DETERMINATIONS ON THE INTERNET AT [HTTP://WWW.DIR.CA.GOV/OPRL/PWD](http://www.dir.ca.gov/OPRL/PWD). TRAVEL AND/OR SUBSISTENCE REQUIREMENTS FOR CURRENT OR SUPERSEDED DETERMINATIONS MAY BE OBTAINED BY CONTACTING THE OFFICE OF THE DIRECTOR - RESEARCH UNIT AT (415) 703-4774.

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

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: #LABORER AND RELATED CLASSIFICATIONS

DETERMINATION: NC-23-102-1-2010-1

ISSUE DATE: FEBRUARY 22, 2010

EXPIRATION DATE OF DETERMINATION: JUNE 30, 2010\* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Division of Labor Statistics and Research at (415) 703-4774 after 10 days from the expiration date, if no subsequent determination is issued.

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

Classification* (Journey person)	Basic Hourly Rate <sup>b</sup>	Employer Payments					Straight-Time		Overtime Hourly Rate		Sunday/ Holiday 2X
		Health and Welfare	Pension	Vacation and Holiday	Training	Other Payments	Hours <sup>c</sup>	Total Hourly Rate	Daily 1 1/2X	Saturday <sup>b</sup> 1 1/2X	
<b>AREA 1<sup>a</sup></b>											
Construction Specialist	27.84	5.54	6.77	2.28	0.34	0.13	8	42.90	56.82	56.82	70.74
Group 1, Group 1(B) <sup>f</sup>	27.14	5.54	6.77	2.28	0.34	0.13	8	42.20	55.77	55.77	69.34
Group 1 (A)	27.36	5.54	6.77	2.28	0.34	0.13	8	42.42	56.10	56.10	69.78
Group 1 (C)	27.19	5.54	6.77	2.28	0.34	0.13	8	42.25	55.85	55.85	69.44
Group 1 (E)	27.69	5.54	6.77	2.28	0.34	0.13	8	42.75	56.60	56.60	70.44
Group 1 (F-1)	27.72	5.54	6.77	2.28	0.34	0.13	8	42.78	56.64	56.64	70.50
Group 1 (F-2)	26.74	5.54	6.77	2.28	0.34	0.13	8	41.80	55.17	55.17	68.54
Group 1 (G)	27.34	5.54	6.77	2.28	0.34	0.13	8	42.40	56.07	56.07	69.74
Group 2	26.99	5.54	6.77	2.28	0.34	0.13	8	42.05	55.55	55.55	69.04
Group 3, Group 3(A)	26.89	5.54	6.77	2.28	0.34	0.13	8	41.95	55.40	55.40	68.84
Group 4, Group 4(B)	20.58	5.54	6.77	2.28	0.34	0.13	8	35.64	45.93 <sup>d</sup>	45.93 <sup>d</sup>	56.22 <sup>d</sup>
Group 5 <sup>e</sup>	12.90	5.54	6.77	2.28	0.34	0.13	8	27.96	34.41	34.41	40.86
Group 6	28.10	5.54	6.77	2.28	0.34	0.13	8	43.16	57.21	57.21	71.26
Group 6 (A)	27.60	5.54	6.77	2.28	0.34	0.13	8	42.66	56.46	56.46	70.26
Group 6 (C)	27.01	5.54	6.77	2.28	0.34	0.13	8	42.07	55.58	55.58	69.08
Group 7 - Stage 1 (1 <sup>st</sup> 6 months)	18.82	5.54	6.77	2.28	0.34	0.13	8	33.88	43.29	43.29	52.70
Stage 2 (2 <sup>nd</sup> 6 months)	21.51	5.54	6.77	2.28	0.34	0.13	8	36.57	47.33	47.33	58.08
Stage 3 (3 <sup>rd</sup> 6 months)	24.20	5.54	6.77	2.28	0.34	0.13	8	39.26	51.36	51.36	63.46
<b>AREA 2<sup>a</sup></b>											
Construction Specialist	26.84	5.54	6.77	2.28	0.34	0.13	8	41.90	55.32	55.32	68.74
Group 1, Group 1(B) <sup>f</sup>	26.14	5.54	6.77	2.28	0.34	0.13	8	41.20	54.27	54.27	67.34
Group 1 (A)	26.36	5.54	6.77	2.28	0.34	0.13	8	41.42	54.60	54.60	67.78
Group 1 (C)	26.19	5.54	6.77	2.28	0.34	0.13	8	41.25	54.35	54.35	67.44
Group 1 (E)	26.69	5.54	6.77	2.28	0.34	0.13	8	41.75	55.10	55.10	68.44
Group 1 (F-1)	26.72	5.54	6.77	2.28	0.34	0.13	8	41.78	55.14	55.14	68.50
Group 1 (F-2)	25.74	5.54	6.77	2.28	0.34	0.13	8	40.80	53.67	53.67	66.54
Group 2	25.99	5.54	6.77	2.28	0.34	0.13	8	41.05	54.05	54.05	67.04
Group 3, Group 3(A)	25.89	5.54	6.77	2.28	0.34	0.13	8	40.95	53.90	53.90	66.84
Group 4, Group 4(B)	19.58	5.54	6.77	2.28	0.34	0.13	8	34.64	44.43 <sup>d</sup>	44.43 <sup>d</sup>	54.22 <sup>d</sup>
Group 5 <sup>e</sup>	12.90	5.54	6.77	2.28	0.34	0.13	8	27.96	34.41	34.41	40.86
Group 6	27.10	5.54	6.77	2.28	0.34	0.13	8	42.16	55.71	55.71	69.26
Group 6 (A)	26.60	5.54	6.77	2.28	0.34	0.13	8	41.66	54.96	54.96	68.26
Group 6 (C)	26.01	5.54	6.77	2.28	0.34	0.13	8	41.07	54.08	54.08	67.08
Group 7 - Stage 1 (1 <sup>st</sup> 6 months)	18.12	5.54	6.77	2.28	0.34	0.13	8	33.18	42.24	42.24	51.30
Stage 2 (2 <sup>nd</sup> 6 months)	20.71	5.54	6.77	2.28	0.34	0.13	8	35.77	46.13	46.13	56.48
Stage 3 (3 <sup>rd</sup> 6 months)	23.30	5.54	6.77	2.28	0.34	0.13	8	38.36	50.01	50.01	61.66

PLEASE GO TO PAGE 50 FOR CLASSIFICATIONS WITHIN EACH GROUP

# INDICATES AN APPRENTICEABLE CRAFT. EFFECTIVE AS OF JULY 1, 2008, THE ISSUANCE AND PUBLICATION OF THE PREVAILING WAGE APPRENTICE SCHEDULES/APPRENTICE WAGE RATES HAVE BEEN REASSIGNED BY THE DEPARTMENT OF INDUSTRIAL RELATIONS FROM THE DIVISION OF LABOR STATISTICS AND RESEARCH TO THE DIVISION OF APPRENTICESHIP STANDARDS. TO OBTAIN ANY APPRENTICE SCHEDULES/APPRENTICE WAGE RATES, PLEASE CONTACT THE DIVISION OF APPRENTICESHIP STANDARDS OR REFER TO THE DIVISION OF APPRENTICESHIP STANDARDS' WEBSITE AT [HTTP://WWW.DIR.CA.GOV/DAS/DAS.HTML](http://www.dir.ca.gov/DAS/DAS.html).

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

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

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

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

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

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

e. AN INDIVIDUAL EMPLOYER MAY EMPLOY TWO ENTRY LEVEL LABORERS FOR EVERY FOUR (4) REGULAR LABORERS ON EACH JOB OR PROJECT. ENTRY LEVEL LABORERS RECEIVE NO PREDETERMINED INCREASES. THIS RATIO OF ENTRY LEVEL LABORERS TO REGULAR LABORERS APPLIES ONLY TO WORK ON THE SAME JOB SITE.

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

g. WHEN THREE SHIFTS ARE EMPLOYED FOR FIVE (5) OR MORE CONSECUTIVE DAYS, SEVEN AND ONE-HALF (7 1/2) CONSECUTIVE HOURS (EXCLUSIVE OF MEAL PERIOD) SHALL CONSTITUTE A DAY OF WORK, FOR WHICH EIGHT (8) TIMES THE STRAIGHT TIME HOURLY RATE SHALL BE PAID AT THE NON-SHIFT WAGE RATE FOR THE SECOND SHIFT. THE THIRD SHIFT SHALL BE SEVEN (7) HOURS OF WORK FOR EIGHT (8) HOURS PAY AT THE NON-SHIFT WAGE RATE.

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

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**TRAVEL AND/OR SUBSISTENCE PAYMENT:** IN ACCORDANCE WITH LABOR CODE SECTIONS 1773.1 AND 1773.9, CONTRACTORS SHALL MAKE TRAVEL AND/OR SUBSISTENCE PAYMENTS TO EACH WORKER TO EXECUTE THE WORK. YOU MAY OBTAIN THE TRAVEL AND/OR SUBSISTENCE REQUIREMENTS FOR THE CURRENT DETERMINATION ON THE INTERNET AT [HTTP://WWW.DIR.CA.GOV/DLSR/PWD](http://www.dir.ca.gov/DLSR/PWD).



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

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



PREDETERMINED INCREASES FOR  
LABORER AND RELATED CLASSIFICATIONS  
(Determination NC-23-102-1-2015-1)

LABORER AND RELATED CLASSIFICATIONS (Special Single and Second Shift)  
(Determination NC-23-102-1-2015-1A)

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

These predetermined increases apply to the above referenced determinations for work being performed on public works projects with bid advertisement dates on or after **March 4, 2015** until this determination is superseded by a new determination or a predetermined increase modification notice becomes effective.

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

**LABORERS: All Classifications, and All Shifts**

Determinations NC-23-102-1-2015-1 and NC-23-102-1-2015-1A are currently in effect and expire on June 28, 2015\*\*.

**Effective June 29, 2015**, there will be an increase of \$1.40 to be allocated as follows: \$0.40 to the Basic Hourly Rate, \$0.70 to Health & Welfare, \$0.28 to Pension and \$0.02 to Training.

**Effective June 27, 2016**, there will be an increase of \$1.50 to be allocated to wages and/or fringes.

**Effective June 26, 2017**, there will be an increase of \$1.60 to be allocated to wages and/or fringes.

**Effective June 25, 2018**, there will be an increase of \$1.65 to be allocated to wages and/or fringes.

There will be no further increases applicable to these determinations.

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Issued 2/22/2015, Effective 3/4/2015 until superseded.

This page will updated when wage rate breakdown information becomes available. Last Updated: September 9, 2015

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

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

**CRAFT: # OPERATING ENGINEER (HEAVY AND HIGHWAY WORK)**

**DETERMINATION:** NC-23-63-1-2015-2

**ISSUE DATE:** August 22, 2015

**EXPIRATION DATE OF DETERMINATION:** June 30, 2016\* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director – Research Unit at (415) 703-4774 for the new rates after ten days after the expiration date if no subsequent determination is issued.

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

Classification (Journey person)	Employer Payments						Straight-Time		Overtime Hourly Rate					
	Basic Hourly Rate	Health and Welfare	Pension	Vacation and Holiday <sup>e</sup>	Training	Other Payments	Hours <sup>f</sup>	Total Hourly Rate	Daily/ Saturday <sup>d</sup> 1 1/2X	Sunday and Holiday 2X				
Classification Group <sup>a</sup>	Area 1 <sup>b</sup>	Area 2 <sup>c</sup>						Area 1 <sup>b</sup>	Area 2 <sup>c</sup>	Area 1 <sup>b</sup>	Area 2 <sup>c</sup>	Area 1 <sup>b</sup>	Area 2 <sup>c</sup>	
Group 1	\$40.97	\$42.97	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$70.40	\$72.40	\$90.89	\$93.89	\$111.37	\$115.37
Group 2	\$39.44	\$41.44	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$68.87	\$70.87	\$88.59	\$91.59	\$108.31	\$112.31
Group 3	\$37.96	\$39.96	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$67.39	\$69.39	\$86.37	\$89.37	\$105.35	\$109.35
Group 4	\$36.58	\$38.58	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$66.01	\$68.01	\$84.30	\$87.30	\$102.59	\$106.59
Group 5	\$35.31	\$37.31	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$64.74	\$66.74	\$82.40	\$85.40	\$100.05	\$104.05
Group 6	\$33.99	\$35.99	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$63.42	\$65.42	\$80.42	\$83.42	\$97.41	\$101.41
Group 7	\$32.85	\$34.85	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$62.28	\$64.28	\$78.71	\$81.71	\$95.13	\$99.13
Group 8	\$31.71	\$33.71	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$61.14	\$63.14	\$77.00	\$80.00	\$92.85	\$96.85
Group 8-A	\$29.50	\$31.50	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$58.93	\$60.93	\$73.68	\$76.68	\$88.43	\$92.43
Group 1-A	\$41.85	\$43.85	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$71.28	\$73.28	\$92.21	\$95.21	\$113.13	\$117.13
Truck Crane Assistant to Engineer	\$34.88	\$36.88	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$64.31	\$66.31	\$81.75	\$84.75	\$99.19	\$103.19
Assistant to Engineer	\$32.59	\$34.59	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$62.02	\$64.02	\$78.32	\$81.32	\$94.61	\$98.61
Group 2-A	\$40.09	\$42.09	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$69.52	\$71.52	\$89.57	\$92.57	\$109.61	\$113.61
Truck Crane Assistant to Engineer	\$34.62	\$36.62	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$64.05	\$66.05	\$81.36	\$84.36	\$98.67	\$102.67
Assistant to Engineer	\$32.38	\$34.38	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$61.81	\$63.81	\$78.00	\$81.00	\$94.19	\$98.19
Group 3-A	\$38.35	\$40.35	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$67.78	\$69.78	\$86.96	\$89.96	\$106.13	\$110.13
Truck Crane Assistant to Engineer	\$34.38	\$36.38	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$63.81	\$65.81	\$81.00	\$84.00	\$98.19	\$102.19
Hydraulic	\$33.99	\$35.99	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$63.42	\$65.42	\$80.42	\$83.42	\$97.41	\$101.41
Assistant to Engineer	\$32.10	\$34.10	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$61.53	\$63.53	\$77.58	\$80.58	\$93.63	\$97.63
Group 4-A	\$35.31	\$37.31	\$13.28	\$10.78	\$3.91	\$0.72	\$0.74	8	\$64.74	\$66.74	\$82.40	\$85.40	\$100.05	\$104.05

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

<sup>a</sup> For classifications within each group, see pages 39B-40.

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

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

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

<sup>e</sup> Includes an amount for supplemental dues.

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

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

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

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

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

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

**CRAFT: # OPERATING ENGINEER (HEAVY AND HIGHWAY WORK)**

DETERMINATION: NC-23-63-1-2009-1

ISSUE DATE: August 22, 2009

EXPIRATION DATE OF DETERMINATION: June 30, 2010\* Effective until superseded by a new determination issued by the Director of Industrial Relations.

Contact the Division of Labor Statistics and Research at (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

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

Classification (Journey person)	Employer Payments							Hours <sup>1</sup>	Straight-Time		Overtime Hourly Rate			
	Basic Hourly Rate	Health and Welfare	Pension	Vacation and Holiday <sup>2</sup>	Training	Other Payments	Total Hourly Rate		Daily/ Saturday <sup>2</sup> 1 1/2X	Sunday and Holiday 2X				
Classification Group <sup>3</sup>	Area 1 <sup>b</sup>	Area 2 <sup>c</sup>						Area 1 <sup>b</sup>	Area 2 <sup>c</sup>	Area 1 <sup>b</sup>	Area 2 <sup>c</sup>	Area 1 <sup>b</sup>	Area 2 <sup>c</sup>	
Group 1	\$37.77	\$39.77	\$10.07	\$7.00	\$3.60	\$0.62	\$0.73	8	\$59.790	\$61.790	\$78.675	\$81.675	\$97.560	\$101.560
Group 2	\$36.24	\$38.24	\$10.07	\$7.00	\$3.60	\$0.62	\$0.73	8	\$58.260	\$60.260	\$76.380	\$79.380	\$94.500	\$98.500
Group 3	\$34.76	\$36.76	\$10.07	\$7.00	\$3.60	\$0.62	\$0.73	8	\$56.780	\$58.780	\$74.160	\$77.160	\$91.540	\$95.540
Group 4	\$33.38	\$35.38	\$10.07	\$7.00	\$3.60	\$0.62	\$0.73	8	\$55.400	\$57.400	\$72.090	\$75.090	\$88.780	\$92.780
Group 5	\$32.11	\$34.11	\$10.07	\$7.00	\$3.60	\$0.62	\$0.73	8	\$54.130	\$56.130	\$70.185	\$73.185	\$86.240	\$90.240
Group 6	\$30.79	\$32.79	\$10.07	\$7.00	\$3.60	\$0.62	\$0.73	8	\$52.810	\$54.810	\$68.205	\$71.205	\$83.600	\$87.600
Group 7	\$29.65	\$31.65	\$10.07	\$7.00	\$3.60	\$0.62	\$0.73	8	\$51.670	\$53.670	\$66.495	\$69.495	\$81.320	\$85.320
Group 8	\$28.51	\$30.51	\$10.07	\$7.00	\$3.60	\$0.62	\$0.73	8	\$50.530	\$52.530	\$64.785	\$67.785	\$79.040	\$83.040
Group 8-A	\$26.30	\$28.30	\$10.07	\$7.00	\$3.60	\$0.62	\$0.73	8	\$48.320	\$50.320	\$61.470	\$64.470	\$74.620	\$78.620
Group 1-A	\$38.65	\$40.65	\$10.07	\$7.00	\$3.60	\$0.62	\$0.73	8	\$60.670	\$62.670	\$79.995	\$82.995	\$99.320	\$103.320
Truck Crane Assistant to Engineer	\$31.68	\$33.68	\$10.07	\$7.00	\$3.60	\$0.62	\$0.73	8	\$53.700	\$55.700	\$69.540	\$72.540	\$85.380	\$89.380
Assistant to Engineer	\$29.39	\$31.39	\$10.07	\$7.00	\$3.60	\$0.62	\$0.73	8	\$51.410	\$53.410	\$66.105	\$69.105	\$80.800	\$84.800
Group 2-A	\$36.89	\$38.89	\$10.07	\$7.00	\$3.60	\$0.62	\$0.73	8	\$58.910	\$60.910	\$77.355	\$80.355	\$95.800	\$99.800
Truck Crane Assistant to Engineer	\$31.42	\$33.42	\$10.07	\$7.00	\$3.60	\$0.62	\$0.73	8	\$53.440	\$55.440	\$69.150	\$72.150	\$84.860	\$88.860
Assistant to Engineer	\$29.18	\$31.18	\$10.07	\$7.00	\$3.60	\$0.62	\$0.73	8	\$51.200	\$53.200	\$65.790	\$68.790	\$80.380	\$84.380
Group 3-A	\$35.15	\$37.15	\$10.07	\$7.00	\$3.60	\$0.62	\$0.73	8	\$57.170	\$59.170	\$74.745	\$77.745	\$92.320	\$96.320
Truck Crane Assistant to Engineer	\$31.18	\$33.18	\$10.07	\$7.00	\$3.60	\$0.62	\$0.73	8	\$53.200	\$55.200	\$68.790	\$71.790	\$84.380	\$88.380
Hydraulic	\$30.79	\$32.79	\$10.07	\$7.00	\$3.60	\$0.62	\$0.73	8	\$52.810	\$54.810	\$68.205	\$71.205	\$83.600	\$87.600
Assistant to Engineer	\$28.90	\$30.90	\$10.07	\$7.00	\$3.60	\$0.62	\$0.73	8	\$50.920	\$52.920	\$65.370	\$68.370	\$79.820	\$83.820
Group 4-A	\$32.11	\$34.11	\$10.07	\$7.00	\$3.60	\$0.62	\$0.73	8	\$54.130	\$56.130	\$70.185	\$73.185	\$86.240	\$90.240

# Indicates an apprenticeable craft. Effective as of July 1, 2008, the determination, issuance and publication of the prevailing wage apprentice schedules/apprentice wage rates have been reassigned by the Department of Industrial Relations from the Division of Labor Statistics and Research to the Division of Apprenticeship Standards. To obtain any apprentice schedules/apprentice wage rates, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at <http://www.dir.ca.gov/das/das.html>.

<sup>a</sup> For classifications within each group, see pages 39B-40.

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

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

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

<sup>e</sup> Includes an amount for supplemental dues.

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

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

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

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

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

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



PREDETERMINED INCREASES FOR

**OPERATING ENGINEER (HEAVY & HIGHWAY WORK) (NC-23-63-1-2015-1)**

**OPERATING ENGINEER (BUILDING CONSTRUCTION) (NC-23-63-1-2015-1A)**

**PILE DRIVER (OPERATING ENGINEER – HEAVY & HIGHWAY WORK) (NC-23-63-1-2015-1B)**

**PILE DRIVER (OPERATING ENGINEER – BUILDING CONSTRUCTION) (NC-23-63-1-2015-1B1)**

**STEEL ERECTOR AND FABRICATOR  
(OPERATING ENGINEER – HEAVY & HIGHWAY WORK) (NC-23-63-1-2015-1D)**

**STEEL ERECTOR AND FABRICATOR  
(OPERATING ENGINEER – BUILDING CONSTRUCTION) (NC-23-63-1-2015-1D1)**

**TUNNEL/UNDERGROUND  
(OPERATING ENGINEER – HEAVY AND HIGHWAY WORK) (NC-23-63-1-2015-1C)**

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

<sup>1</sup> County not covered by Operating Engineer (Building Construction), Steel Erector and Fabricator (Operating Engineer – Building Construction), and Pile Driver (Operating Engineer – Building Construction).

This predetermined increase(s) for the above named craft(s) applies only to the current determination for work being performed on public works projects with bid advertisement dates on or after **March 4, 2015**, until the determination(s) is/are superseded by a new determination or a predetermined increase modification notice becomes effective.

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

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

The above determinations are currently in effect and expire on June 28, 2015\*\*.

**Effective June 29, 2015**, there will be an increase of \$2.10 to be allocated as follows: \$1.12 to the Basic Hourly Rate, \$0.25 to Health & Welfare, \$0.63 to Pension, \$0.05 to Vacation/Holiday, and \$0.05 to Training.

There will be no further increases applicable to these determinations.

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Issued 2/22/2015, Effective 3/4/2015 until superseded.

This page will be updated when wage rate breakdown information becomes available.

**Last Updated:** 3/12/2015

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

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

**CRAFT: TEAMSTER (APPLIES ONLY TO WORK ON THE CONSTRUCTION SITE)**

**DETERMINATION:** NC-23-261-1-2015-1

**ISSUE DATE:** August 22, 2015

**EXPIRATION DATE OF DETERMINATION:** June 30, 2016\* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director – Research Unit at (415) 703-4774 for the new rates after ten days after the expiration date if no subsequent determination is issued.

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

Classification <sup>g</sup> (Journey person)	Basic Hourly Rate	Employer Payments					Straight-Time		Overtime Hourly Rate		
		Health and Welfare	Pension	Vacation/ Holiday	Training	Other Payments	Hours	Total Hourly Rate	Daily 1 1/2X	Saturday <sup>b</sup> 1 1/2X	Sunday/ Holiday 2X
Group 1	\$28.57	\$16.22	\$6.00	\$2.15	\$0.85	<sup>a</sup> \$0.58	8	\$54.37	\$68.655	\$68.655	\$82.94
Group 2	28.87	16.22	6.00	2.15	0.85	<sup>a</sup> 0.58	8	54.67	69.105	69.105	83.54
Group 3	29.17	16.22	6.00	2.15	0.85	<sup>a</sup> 0.58	8	54.97	69.555	69.555	84.14
Group 4	29.52	16.22	6.00	2.15	0.85	<sup>a</sup> 0.58	8	55.32	70.08	70.08	84.84
Group 5	29.87	16.22	6.00	2.15	0.85	<sup>a</sup> 0.58	8	55.67	70.605	70.605	85.54
Group 6	USE DUMP TRUCK YARDAGE RATE										
Group 7	USE APPROPRIATE RATE FOR THE POWER UNIT OR THE EQUIPMENT UTILIZED										
Group 8 (Trainee) <sup>c</sup>											
	<sup>d</sup> Step I – 1 <sup>st</sup> 1000 Hours										
	<sup>e</sup> Step II – 2 <sup>nd</sup> 1000 Hours										
	<sup>f</sup> Step III – 3 <sup>rd</sup> 1000 Hours										

<sup>a</sup> Supplemental Dues and Contract Administration.

<sup>b</sup> Saturday in the same work week may be worked at straight-time hourly rate if a job is shut down during the normal work week due to inclement weather or major mechanical breakdown, or lack of materials beyond the control of the Employer.

<sup>c</sup> An individual employer may employ one (1) trainee for every four (4) journey level Teamsters actively employed. Individual employers with less than four (4) journey level Teamsters may utilize one (1) trainee; thereafter, one (1) for every four (4) journey level Teamsters.

<sup>d</sup> Sixty-five percent (65%) of the Journey level wage for the type of equipment operated, plus full fringes without Vacation/Holiday.

<sup>e</sup> Seventy-five percent (75%) of the Journey level wage for the type of equipment operated, plus full fringes without Vacation/Holiday.

<sup>f</sup> Eighty-five percent (85%) of the Journey level wage for the type of equipment operated, plus full fringes without Vacation/Holiday.

<sup>g</sup> For classifications within each group, see page 56.

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

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

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

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

**CRAFT: TEAMSTER (APPLIES ONLY TO WORK ON THE CONSTRUCTION SITE)**

**DETERMINATION:** NC-23-261-1-2009-1

**ISSUE DATE:** August 22, 2009

**EXPIRATION DATE OF DETERMINATION:** June 15, 2010\* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Division of Labor Statistics and Research at (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

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

Classification <sup>g</sup> (Journey person)	Basic Hourly Rate	Employer Payments					Straight-Time		Overtime Hourly Rate		
		Health and Welfare	Pension	Vacation/ Holiday	Training	Other Payments	Hours	Total Hourly Rate	Daily 1 1/2X	Saturday <sup>b</sup> 1 1/2X	Sunday/ Holiday 2X
Group 1	\$27.13	\$10.64	\$5.20	\$2.00	\$0.75	<sup>a</sup> \$0.48	8	\$46.20	\$59.765	\$59.765	\$73.33
Group 2	27.43	10.64	5.20	2.00	0.75	<sup>a</sup> 0.48	8	46.50	60.215	60.215	73.93
Group 3	27.73	10.64	5.20	2.00	0.75	<sup>a</sup> 0.48	8	46.80	60.665	60.665	74.53
Group 4	28.08	10.64	5.20	2.00	0.75	<sup>a</sup> 0.48	8	47.15	61.19	61.19	75.23
Group 5	28.43	10.64	5.20	2.00	0.75	<sup>a</sup> 0.48	8	47.50	61.715	61.715	75.93
Group 6	USE DUMP TRUCK YARDAGE RATE										
Group 7	USE APPROPRIATE RATE FOR THE POWER UNIT OR THE EQUIPMENT UTILIZED										
Group 8 (Trainee) <sup>c</sup>											
	<sup>d</sup> Step I – 1 <sup>st</sup> 1000 Hours										
	<sup>e</sup> Step II – 2 <sup>nd</sup> 1000 Hours										
	<sup>f</sup> Step III – 3 <sup>rd</sup> 1000 Hours										

<sup>a</sup> Supplemental Dues and Contract Administration.

<sup>b</sup> Saturday in the same work week may be worked at straight-time hourly rate if a job is shut down during the normal work week due to inclement weather.

<sup>c</sup> An individual employer may employ one (1) trainee for every four (4) journey level Teamsters actively employed. Individual employers with less than four (4) journey level Teamsters may utilize one (1) trainee; thereafter, one (1) for every four (4) journey level Teamsters.

<sup>d</sup> Sixty-five percent (65%) of the Journey level wage for the type of equipment operated, plus full fringes without Vacation/Holiday.

<sup>e</sup> Seventy-five percent (75%) of the Journey level wage for the type of equipment operated, plus full fringes without Vacation/Holiday.

<sup>f</sup> Eighty-five percent (85%) of the Journey level wage for the type of equipment operated, plus full fringes without Vacation/Holiday.

<sup>g</sup> For classifications within each group, see page 56.

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

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

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

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



## PREDETERMINED INCREASES FOR

### TEAMSTER (NC-23-261-1-2014-1)

### TEAMSTER (SPECIAL SINGLE SHIFT) (NC-23-261-1-2014-1A)

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

This predetermined increase for the above named craft applies only to the current determination for work being performed on public works projects with bid advertisement dates on or after **September 1, 2014**, until this determination is superseded by a new determination or a predetermined increase modification notice becomes effective.

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

#### **TEAMSTER: (All groups except Group 8)**

Determinations NC-23-261-1-2014-1 and NC-23-261-1-2014-1A are currently in effect and expire on June 28, 2015\*\*.

**Effective June 29, 2015**, there will be an increase of \$1.60 to be allocated as follows: \$0.61 to the Basic Hourly Rate, \$0.69 to Health & Welfare, and \$0.25 to Pension, and \$0.05 to Other Payments.

#### **GROUP 8 (Trainee) receive no predetermined increases.**

There will be no further increases applicable to these determinations.

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Issued 8/22/2014, Effective 9/1/2014 until superseded.

This page will be updated when wage rate breakdown information becomes available.  
**Last Updated: 9/22/2015**



## Facilities & Operations Committee

### Agenda Item: 4

**Date:** January 4, 2016

**Subject:** Prop. 84 Grant and O&M Agreement with City of Sacramento for Enterprise Intertie Improvements

**Staff Contact:** John E. Valdes, Engineering Manager

**Recommended Committee Action:**

Receive report from staff on the status of an Operation and Maintenance (O&M) Agreement with the City of Sacramento (“City”) for the proposed Enterprise Intertie Improvements. Direct staff to bring the draft O&M Agreement before the full Board as an Information Item.

**Background:**

In July 2014, the Regional Water Authority (RWA) applied for \$9,765,000 in grant funding from a Proposition 84 Drought Grant Implementation Program as administered by the Department of Water Resources (DWR). The District had two projects included in the grant application: the Antelope Pump Back Booster Pump Station Project and the Enterprise Intertie Improvements.

An existing intertie/service connection already exists with the City at the District’s Enterprise Reservoir site. However, this intertie was designed only for the District to take delivery of treated surface water from the City. The intertie was never intended to allow the District to supply the City with water. However, by reversing an existing check valve, and manually modulating the flow via a 24-inch butterfly valve, District staff discovered it was possible to deliver water to the City at this existing intertie. Actual flow tests and a hydraulic modeling analysis have been performed to confirm this. From the flow tests, it was determined that a peak instantaneous supply of roughly 20.0 million gallons per day (mgd) or 13,900 gallons per minute (gpm) can be delivered to the City at this intertie. Likewise, over a 90-day summer period, hydraulic modeling has shown that an estimated 5,850 acre-feet (AF) of water could be delivered to the City through the intertie. Note also that the District has already delivered emergency water supplies to the City at this location in both 2013 and 2014.

Although water can be delivered with the current situation (with the existing check valve reversed and manually modulating flow via a 24” butterfly valve), there is no way to remotely control the flow of water or system pressures, leaving both systems at risk. In order to properly control the flow of water through this intertie to ensure adequate pressure is maintained in both



systems, additional above-ground piping, isolation valves, a flow control valve, instrumentation and controls, and Supervisory Control and Data Acquisition integration and programming are needed to make this a permanent, automated intertie. The attached Exhibit 1 includes two drawings that show the proposed improvements at this site. The first drawing is the overall site plan and shows (with arrows) the direction of flow through the pump station and associated piping when water is being supplied from the City to the District and from the District to the City. The second drawing shows the proposed new above-ground piping, isolation valves and flow control valve.

In November 2014, DWR released their funding recommendations and RWA was recommended for full funding. As part of this grant, the District will receive \$710,625 in additional grant funding for the Antelope Pump Back Booster Pump Station Project and \$118,125 in grant funding for the Enterprise Intertie Improvements.

**Discussion:**

At the July 2015 Board Meeting, the Board of Directors approved entering into an agreement with the City that will document the non-grant funded share of capital costs related to the Enterprise Intertie Improvements project will be 100% funded by the City and authorized the General Manager to execute the agreement with the City subject to legal counsel review and approval. Director Wichert made a motion to enter into an agreement with the City of Sacramento and authorizing the General Manager to execute the agreement subject to legal review and approval; Director Thomas seconded. The motion carried by 4/1 vote. Director Wichert requested that the O&M Agreement be brought back before the Facilities and Operations Committee as an information item.

At the Facilities and Operations (F&O) Committee Meeting held on September 3, 2015, the committee received an update from staff on the status of the O&M Agreement with the City. A draft copy of an O&M Agreement was presented to the committee at this meeting but it was indicated that the City had not yet reviewed the draft agreement. Chair Wichert commented that he was mostly in favor of the agreement, and requested to see the final draft once completed. He also requested for staff to be able to track time spent supporting this facility. Director Thomas also supported the draft agreement.

The draft O&M Agreement has now undergone review by the City and a final draft agreement has been prepared that addresses the cost sharing, ownership, operation and maintenance of the Enterprise Intertie Improvements. See the attached Exhibit 2 for the final draft copy of the O&M Agreement.

The District conducts daily, weekly, monthly and annual preventative maintenance tasks at the Enterprise Reservoir facility. The infrastructure related to the subject project will be placed on the preventative maintenance program. Work Order procedures will be used in conjunction with the District's computerized maintenance management system (CMMS) "CityWorks" software to allow the District to track any costs associated with the O&M of the intertie improvements.

**Fiscal Impact:**

There is no fiscal impact to the District for the construction of the Enterprise Intertie Improvements due to the City agreeing to pay 100% of the non-grant capital cost share, which totals an estimated \$60,575. For the O&M costs related to the intertie improvements, the draft agreement stipulates that the Agencies will each pay 50 percent of the future O&M costs for the Intertie Improvements, which may include labor, equipment, materials, and outside services as necessary to properly operate, maintain, and repair the Intertie Improvements. This 50/50 cost split is standard for District O&M agreements with other agencies. The only agreement that was not 50/50 was the O&M Agreement with San Juan Water District (SJWD) for the Antelope Pump Back Pump Station because in that case SJWD owns 79% of the capacity in the pump station.

**Strategic Plan Alignment:**

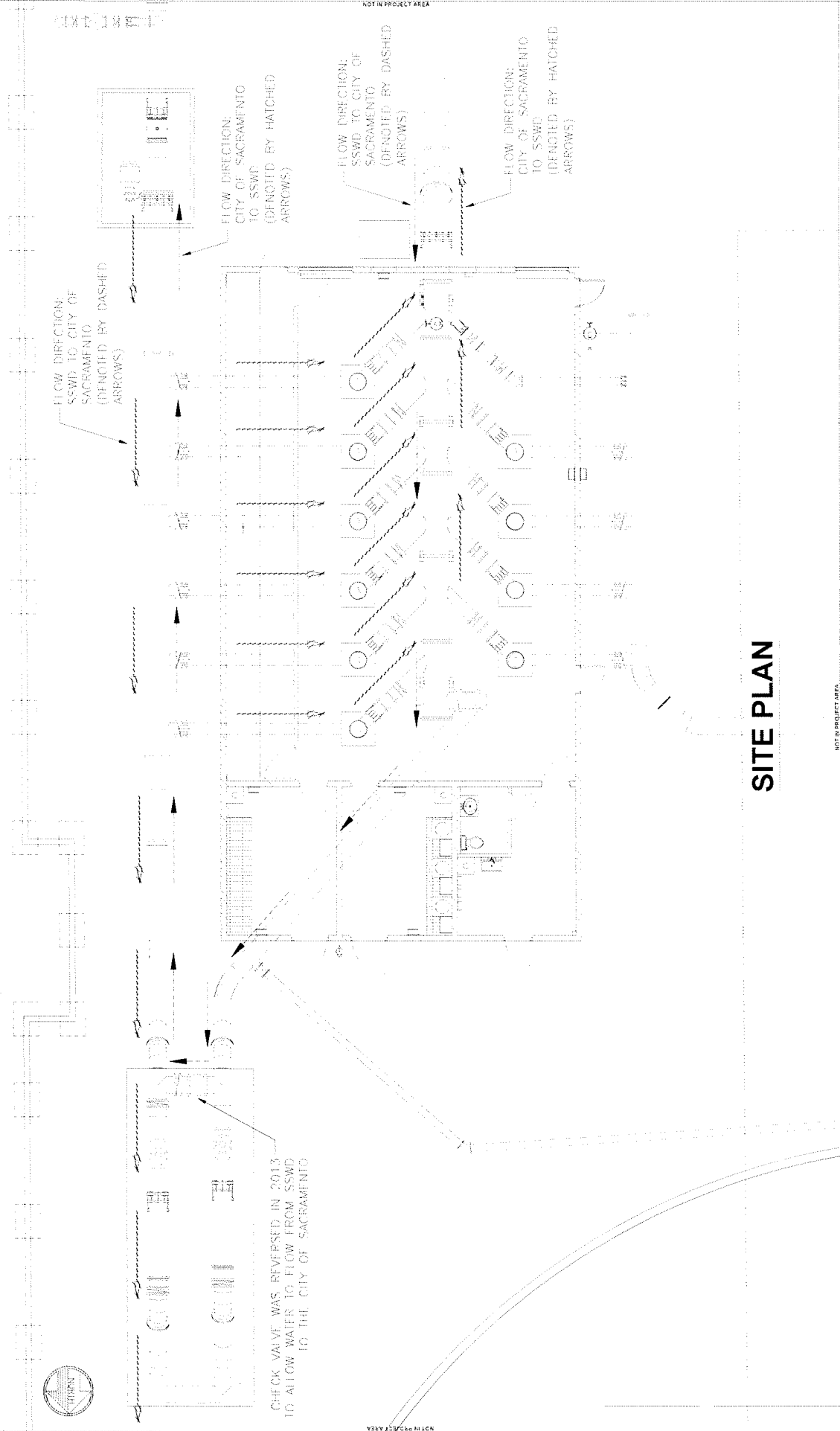
Finance - 4.I. Pursue opportunities for grant funding and cost savings activities with collaborative entities.

Leadership - 5.C. Participate in regional, statewide and national water management partnerships.

This project is in agreement with these goals because this project will provide for more efficient conjunctive use opportunities and groundwater substitution transfers. District customers will benefit as this project will allow SSWD operators more operational flexibility by having control of flows and pressures when moving water into the City to improve water service and reliability for both agencies under emergency or controlled scenarios.

# EXHIBIT 1

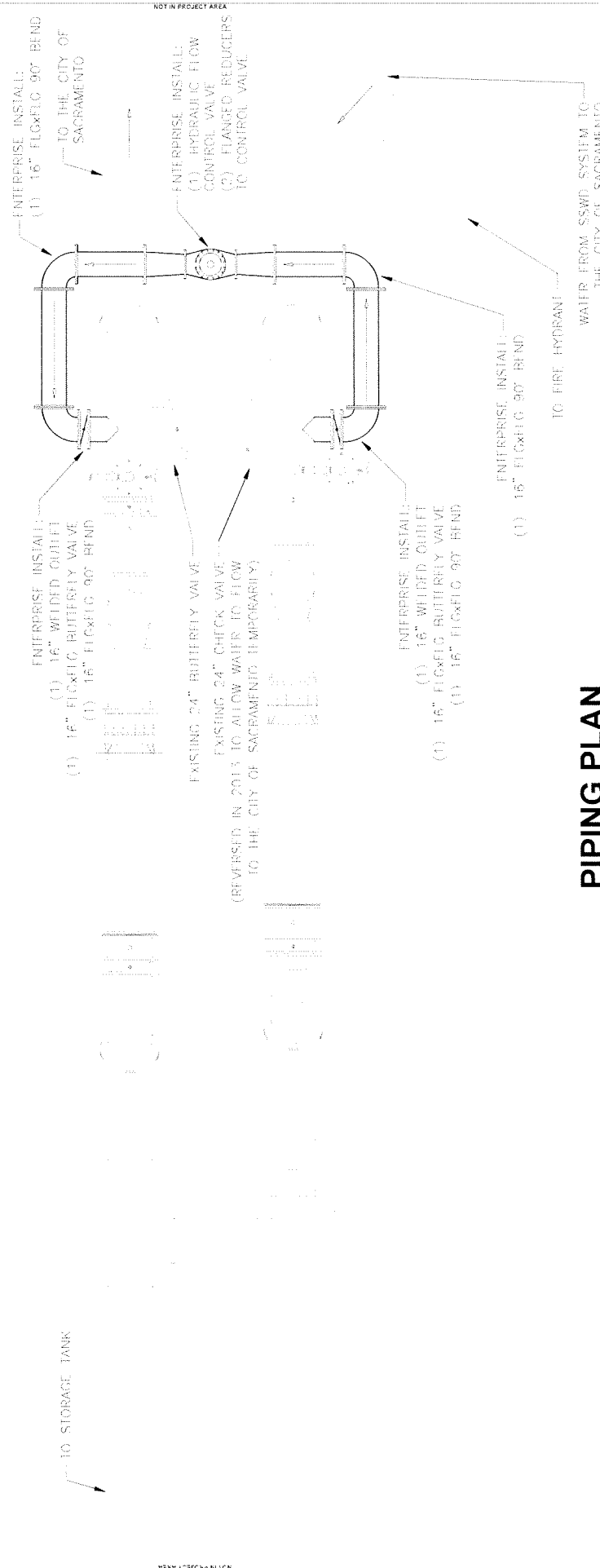
NOT IN PROJECT AREA



## SITE PLAN

<p><b>SACRAMENTO SUBURBAN WATER DISTRICT</b></p>		<p>3701 MARCONI AVENUE SUITE 100 SACRAMENTO CA 95821-6346 (916) 372-7171</p>		<p>PREPARED UNDER THE DIRECTION OF DESIGNED BY SACRAMENTO SUBURBAN WATER DISTRICT</p>		<p>2015 ENTERPRISE INTERTE IMPROVEMENT PROJECT PLAN SHEET - SITE PLAN</p>		<p>SHEET P1</p>
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NOT IN PROJECT AREA



# PIPING PLAN

		NOT IN PROJECT AREA 3701 MARCONI AVENUE SUITE 100 SACRAMENTO, CA 95831-8346 (916) 372-1711	
PREPARED UNDER THE DIRECTOR'S SUPERVISION AND SEAL		2015 ENTERPRISE INTERTIE IMPROVEMENT PROJECT PLAN SHEET - PIPING PLAN	
SHEET P2 OF 2 THIS SHEET IS PART OF THE PROJECT: 15015-000		WATER FROM SSWD SYSTEM TO THE CITY OF SACRAMENTO TO FIRE HYDRANT	

VERY SPECIFIC DESIGN

**AGREEMENT BETWEEN SACRAMENTO SUBURBAN WATER DISTRICT AND  
THE CITY OF SACRAMENTO FOR COST SHARING, OWNERSHIP, OPERATION,  
AND MAINTENANCE OF THE ENTERPRISE INTERTIE IMPROVEMENTS**

This Agreement is made effective as of the \_\_\_th day of \_\_\_\_\_, 2016, by and between Sacramento Suburban Water District (“SSWD”) and the City of Sacramento (“City”). SSWD and the City also are collectively referred to herein as the “Agencies” and individually as an “Agency.”

**RECITALS**

A. SSWD’s existing Enterprise/Northrop Reservoir and Booster Pump Station facility (“Enterprise facility”) is located at 917 Enterprise Drive, Sacramento, CA. As designed, the Enterprise facility includes an intertie (“Intertie”) with the City’s water distribution system. The Intertie was designed to allow SSWD to purchase treated surface water from the City and to take delivery of that water through the Intertie. The quantity of water delivered to SSWD is measured at this facility by a flow meter. The Enterprise facility and Intertie were not designed for SSWD groundwater supplies to be delivered from SSWD to the City.

B. On a trial basis, an existing check valve at the Enterprise facility was reversed to test the ability for SSWD groundwater to be delivered to the City through the existing Intertie. The test showed that SSWD groundwater can be delivered to the City at this location under normal operating pressures in SSWD’s and the City’s distribution systems. Hydraulic modeling has also confirmed that groundwater can be delivered to the City at this location under normal operating pressures. The Agencies anticipate that this groundwater would be provided from groundwater wells within SSWD’s South Service Area, and flow tests and initial engineering studies for the Intertie determined that SSWD currently has sufficient groundwater supplies to deliver approximately 13.900 gallons per minute (“GPM”), or 20.0 million gallons per day (“MGD”) to the City through the Intertie, although the available SSWD groundwater supply may change in the future based on increased or decreased SSWD customer demands, changes in groundwater quality or regulations, decommissioning of existing wells, addition of new wells, success of conservation programs, or other foreseen or unforeseen circumstances.

C. Although water can be delivered with the current situation (with the existing check valve reversed and manually modulating flow via a 24” butterfly valve), there is no way to remotely control the flow of water or system pressures, leaving both systems potentially at risk.

D. Various improvements are needed to allow the Intertie to operate in both directions, to automate the operation of the Intertie, and to allow it to be monitored remotely. These improvements (hereafter referred to as the “Intertie Improvements”) will include, but may not be

limited to, additional above-ground piping, two isolation valves, a flow control valve, electrical modifications, instrumentation and controls, and Supervisory Control and Data Acquisition (SCADA) integration and programing needed to make this a permanent, automated two-way intertie.

E. The City will benefit from the Intertie Improvements by being able to receive groundwater supplies from SSWD, and both the City and SSWD will benefit by being able to use the improved Intertie to facilitate groundwater substitution transfers.

F. The estimated cost of the proposed Intertie Improvements is approximately \$180,000. This includes outside engineering services for design, bidding, and construction management services, and all construction costs to complete the proposed Intertie Improvements. On behalf of SSWD and the City, the Regional Water Authority (RWA) has obtained a Proposition 84 drought grant for this project in the amount of \$118,125 from the State Department of Water Resources (DWR).

G. The Agencies have agreed that: (1) the City will pay the non-grant share of the Intertie Improvements cost, that currently is estimated at \$61,875; and (2) the Agencies will each pay 50 percent of the future operation and maintenance (O&M) costs for the Intertie Improvements, which may include labor, equipment, materials, and outside services as necessary to properly operate, maintain, and repair the Intertie Improvements.

H. The Agencies currently have three agreements that relate to the delivery of water between the Agencies at the Enterprise facility: (1) a Wholesale Water Supply Agreement, dated January 20, 2004, and identified as City Agreement No. 2004-013; (2) a Water Distribution Agreement, dated August 9, 2007, and identified as City Agreement No. 2007-0816; and (3) an Emergency Water Service Agreement, dated May 22, 2013, and identified as City Agreement No. 2013-0468, including Amendment No. 1 to such agreement, dated November 4, 2014, and identified as City Agreement No. 2013-0468-1. These three agreements are hereafter collectively referred to as the "Existing Agreements."

In consideration of the promises, terms, conditions and covenants contained herein, SSWD and the City hereby agree as follows:

#### **AGREEMENT**

1. Incorporation of Recitals. The Agencies agree that the foregoing recitals are true and that they are incorporated herein by reference.

2. Lead Agency. The Intertie is located on SSWD property at a facility that is owned and operated by SSWD. Therefore, SSWD will act as lead Agency for the planning, design, and engineering phases of the Intertie improvements and also act as lead Agency during the bidding and construction phase of the Intertie Improvements, providing primary direction for construction management and inspection. City staff will be invited to participate during the

design phase to ensure the constructed facilities meet the requirements for both Agencies. SSWD will also act as lead Agency for the operation and maintenance of the Intertie.

3. Ownership. SSWD will own, operate, maintain, and control the Intertie in its entirety for the benefit of SSWD and the City.

4. Water Supply. The delivery of water through the Intertie, from City to SSWD or from SSWD to City, and payment for water delivered, will be governed by applicable provisions of the Existing Agreements, including any future amendments to the Existing Agreements, or any new agreement(s) the Agencies may enter into governing such delivery of, and payment for, water. This Agreement governs only the cost-sharing, design and construction, ownership, maintenance, repair, and improvement of the Intertie Improvements, and nothing contained herein shall amend or be interpreted to amend any provision of the Existing Agreements, which shall govern in the event of any conflict with any provision of this Agreement.

5. Operation, Control and Monitoring. Operation and control of the Intertie will be performed exclusively by SSWD in close collaboration with the City. SSWD staff will monitor and operate the Intertie to meet both Agencies' requirements. Separate radio telemetry will be included in the design of the Intertie to allow the City to remotely monitor key information from the Intertie (valve position, flow, pressure, etc.).

6. Intertie Shutdown. If the pressure on SSWD's side of the Intertie drops to 50 psi, the control system will be designed to automatically initiate shutdown of the Intertie. This will be necessary to ensure adequate water supply and pressure to SSWD's customers.

7. O&M Costs. SSWD will be responsible for maintaining the Intertie in an operable and ready-to-serve condition in accordance with industry standards. SSWD conducts daily, weekly, monthly and annual preventative maintenance tasks at the Enterprise Reservoir facility. The Intertie Improvements will be placed on this preventative maintenance program. Job cost accounting procedures will be used in conjunction with SSWD's computerized maintenance management system (CMMS) "CityWorks" software to allow specific costs associated with the O&M of the intertie improvements to be tracked and invoiced. Fifty percent of all operating, maintenance, and repair costs directly related to the Intertie will be billed to the City in accordance with Section 12 of this Agreement ("Invoicing"). Operating costs include the direct cost of personnel hours and power to operate and monitor the Intertie, including routine inspections and incidental costs related to the actual use of the Intertie.

8. Future Capital Replacements and Improvements. SSWD and the City shall jointly determine the need for future capital replacements and improvements required to ensure the continued efficient and reliable operation of the Intertie, or to improve the Intertie. Any cost-

sharing for such replacements and improvements will be governed by future agreement(s) between the Agencies.

9. Insurance. SSWD shall procure and maintain for the duration of this Agreement the following types and limits of insurance or equivalent self-insurance:

<u>Type</u>	<u>Limits</u>	<u>Scope</u>
Commercial general liability	\$2,000,000 per occurrence, and \$5,000,000 aggregate	at least as broad as ISO CG 0001
Automobile liability	\$2,000,000 per accident	at least as broad as ISO CA 0001, code 1 (any auto)
Workers' compensation	statutory limits	
Employers' practices liability	\$1,000,000 per incident	

a. The general and automobile liability policy(ies) shall be endorsed to name SSWD and the City, and their respective directors, officers, employees, volunteers and agents, as additional insured's regarding liability arising out of SSWD's performance of work under this Agreement. Insurance shall be placed with the ACWA-Joint Powers Insurance Authority or insurers with a current A.M. Best's rating of A:VII or better.

b. SSWD shall require that all independent contractors and subcontractors retained by it to perform maintenance, repair, or other work associated with the Intertie to furnish insurance that meets the requirements set forth above. The contractor's and subcontractor's general and automobile liability policy(ies) shall be endorsed to name SSWD and the City, and their respective directors, officers, employees, volunteers and agents, as additional insureds regarding liability arising out of the contractor's or subcontractor's work. The contractors' and subcontractors' coverage shall be primary to SSWD's coverage.

c. Upon request by the City, SSWD shall provide the following proof of insurance: (1) certificate(s) of insurance evidencing the required insurance; and (2) endorsement(s) on ISO Form CG 2010 (or insurer's equivalent), signed by a person authorized to bind coverage on behalf of the insurer(s), and certifying the additional insured coverages.

10. General Indemnity.

a. SSWD and the City shall each indemnify, defend, protect, and hold harmless the other Agency, and/or their respective directors, officers, employees, volunteers and agents, from and against any and all liability, losses, claims, damages, expenses, demands, settlements and costs (including, but not limited to, interest, penalties, attorney,



expert witness and consultant fees, and litigation costs) of every nature ("Losses") arising out of the indemnifying Agency's performance under this Agreement and caused by any negligent act or omission, willful misconduct or violation of law of or by the indemnifying Agency or its employees, agents, contractors and subcontractors.

b. It is the intention of the Agreement that, where comparative fault is determined to have been contributory, principles of comparative fault by an Agency, its officers, directors, employees, volunteers, agents, contractors, and subcontractors will be used to determine liability of the Agency.

c. SSWD and the City acknowledge that the indemnification obligations of this section shall apply in lieu of the statutory right of contribution in Government Code section 895.6, and that section 895.6 shall have no application to this Agreement.

11. Notices. Unless indicated otherwise herein, all notices, invoices, payments, statements or other writing authorized or required by this Agreement may be delivered personally, or sent in the United States mail, postage prepaid, or sent by electronic mail if the recipient confirms receipt, and addressed to the respective parties as follows:

SSWD:

General Manager  
Sacramento Suburban Water District  
3701 Marconi Avenue, Suite 100  
Sacramento, CA 95821  
E-mail: [roscoe@sswd.org](mailto:roscoe@sswd.org)

City of Sacramento:

Director, Department of Utilities  
City of Sacramento  
1395 35<sup>th</sup> Avenue  
Sacramento, CA 95822  
E-mail: [dsherry@cityofsacramento.org](mailto:dsherry@cityofsacramento.org)

12. Invoicing. SSWD shall submit itemized invoices with supporting documentation to the City for the costs listed in section 7 above, on a quarterly basis. Invoices may be submitted on a less frequent basis, but at least annually, during periods when the Intertie is not being utilized to deliver groundwater to the City. The City will pay all invoices received from SSWD for costs as outlined above within 45 days of receipt.

**Comment [JR1]:** How is the non-grant share of the improvement cost going to be paid by City? Water CIP rate funds

13. Term of Agreement. This Agreement will be effective as the date stated above and will remain in full force and effect unless terminated by mutual agreement of the Agencies.

14. Relationship of Parties. Nothing in this Agreement will be construed to create an association, joint venture, trust or partnership, or to impose a trust or partnership covenant, obligation, or liability on or with regards to either SSWD or the City.

15. No Third Party Beneficiaries. This Agreement shall not be construed to create any third party beneficiaries. This Agreement is for the sole benefit of the Agencies, their respective successors and permitted transferees and assignees, and no other person or entity shall be entitled to rely upon or receive any benefits from this Agreement or any of its terms.

16. Amendment: Assignment. The terms of this Agreement may be modified or amended only by written amendment approved and executed by both Agencies. This Agreement may only be assigned with the written consent of the non-assigning party, and any assignment without such consent shall be void

17. Cooperation. SSWD and the City will reasonably cooperate with each other, including the execution of all necessary documents and the provision of information and data required to carry out the purpose and intent of this Agreement.

18. Inspection of Records. SSWD shall keep appropriate accounting and other records of all costs relating to the Intertie. Records shall be available for inspection by the City at reasonable times upon written request.

19. Counterparts. This Agreement may be executed in two or more counterparts. Each of the Agreements will be deemed as an original, all of which together will constitute as one and the same instrument.

SACRAMENTO SUBURBAN WATER  
DISTRICT:

CITY OF SACRAMENTO:

By: \_\_\_\_\_  
Robert S. Roscoe  
General Manager

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

Approved as to Form:

\_\_\_\_\_

City Attorney

Attest:

---

City Clerk

## EXHIBIT A

### SSWD Contact List

The following listing of SSWD contacts and phone numbers is provided in order of contact priority.

- Operations Manager – Jim Arenz (916) 869-7359
- Engineering Manager – John Valdes (916) 869-7348
- Assistant General Manager – Dan York (916) 869-7349
- General Manager – Rob Roscoe (916) 240-2025

**EXHIBIT B**

City of Sacramento Contact List

The following listing of City of Sacramento contacts and phone numbers is provided in order of contact priority.

- [Title – Name] (916) xxx-xxxx
- [Title – Name] (916) xxx-xxxx
- [Title – Name] (916) xxx-xxxx
- [Title – Name] (916) xxx-xxxx



## Facilities & Operations Committee

### Agenda Item: 5

**Date:** January 4, 2016

**Subject:** Paving Partnership Agreement with County of Sacramento for 2015 Main Replacement Projects

**Staff Contact:** John E. Valdes, Engineering Manager  
Dave Jones, Associate Engineer

**Recommended Committee Action:**

Receive report from staff on a proposed Paving Partnership Agreement with the County of Sacramento and recommend to the full Board to authorize the General Manager, upon completion of legal counsel review, to execute a Paving Partnership Agreement with the County of Sacramento for paving work on the District's 2015 Main Replacement Projects.

**Discussion:**

The 2015 Water Main Replacement Projects (Projects) are main replacement projects consisting of over 40,000 feet of new main lines, over 350 new meter installations, and over 70 fire hydrant installations. These projects include the Santa Anita – Phase 2, Barcelona and Fair Oaks Estates main replacement projects. The plans for each project were reviewed separately by the County of Sacramento (County) and each project has a separate Encroachment Permit. The three project areas are shown on the attached location map (see Exhibit 1).

Over the past several months staff has been involved in discussions with the County's Department of Transportation concerning the final paving solution for each main replacement project. As required by the Encroachment Permits issued by the County, the District chose to slurry seal the entire roadway in which the pipeline trench was excavated in accordance with the County's trench and street restoration requirements. Similar to past projects, the County then offered to partner with the District to receive District funds committed in the various main replacement projects per the project bid schedule. Under this type of an agreement, the funds designated for trench and street restoration would be used for a County pavement overlay project in generally the same area (and streets) as the recently completed main replacement project areas. The attached Exhibits 2, 3 and 4 show the proposed paving area limits for each of the three main replacement projects.

The District has entered into paving partnership agreements with the County on three previous main replacement projects (North Highlands Phase 2, North Country Club Estates, and Arden Oaks). In each case, the District contributed the amount of money that would have been used to provide for final paving in accordance with the Encroachment Permit and the County provided additional funds to provide for a more expensive solution, a full width paving overlay. A similar approach is now being discussed for the Drayton Heights Project slated for construction in 2016.

Based on the bid schedules for each main replacement project, the funds available for use by the County are as follows:

<b>Project</b>	<b>Paving Funds Available, \$</b>
Santa Anita - Phase 2	\$195,202
Barcelona	\$125,465
Fair Oaks Estates	\$60,230
<b>Total</b>	<b>\$380,897</b>

All of the District's main replacement projects are bid with the assumption there will be no paving partnership offered. Therefore, all costs to meet the County's Encroachment Permit requirements are contained in the individual main replacement budgets.

As indicated above, the dollars available for the 2015 paving tasks for the three main replacement projects under the requirements of the District's Encroachment Permits is **\$380,897**. The District is also responsible for other "soft" costs during paving operations such as County Inspection, District Inspection, and Construction Management and a County determined suitable edge of pavement. The suitable edge of pavement is a County's Inspectors field call establishing an acceptable edge of pavement that the trench or street paving restoration is required to meet thereby establishing a paving area to be restored that may be beyond the limits identified in the County permit.

Based on previous experience with past main replacement projects these costs have been estimated to be approximately 10% of the paving costs, or about \$35,000 for the 2015 projects, which is included in the above cost estimate. The sum of \$380,897 is the amount that can be contributed to the County's paving overlay projects. The approval of the paving agreement will relieve the District of any liability regarding the placement and maintenance of the final paving.

The County has informed District staff that they will not have a final Paving Partnership Agreement until early spring 2016. However, a draft agreement has been prepared (see the attached Exhibit 5). This draft agreement still needs to be approved by the County Board of Supervisors. Therefore, staff is recommending the Board authorize the General Manager to execute a Paving Partnership Agreement with the County, once finalized, for a not to exceed District contribution amount of **\$400,000**. This includes a small contingency amount (approximately \$20,000) over the amount estimated above to allow for some negotiating flexibility with the County of Sacramento.

**Fiscal Impact:**

There is no additional financial impact to the District due to the fact that the amount that would have been spent on final paving will remain the same.

**Strategic Plan Alignment:**

Facilities and Operations – 2.B. Monitor and improve the District’s efficiencies in operating and maintaining system infrastructure.

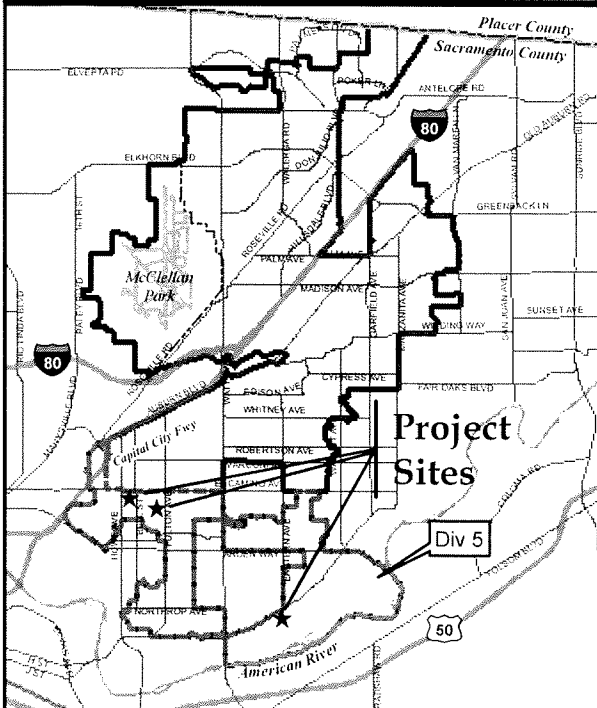
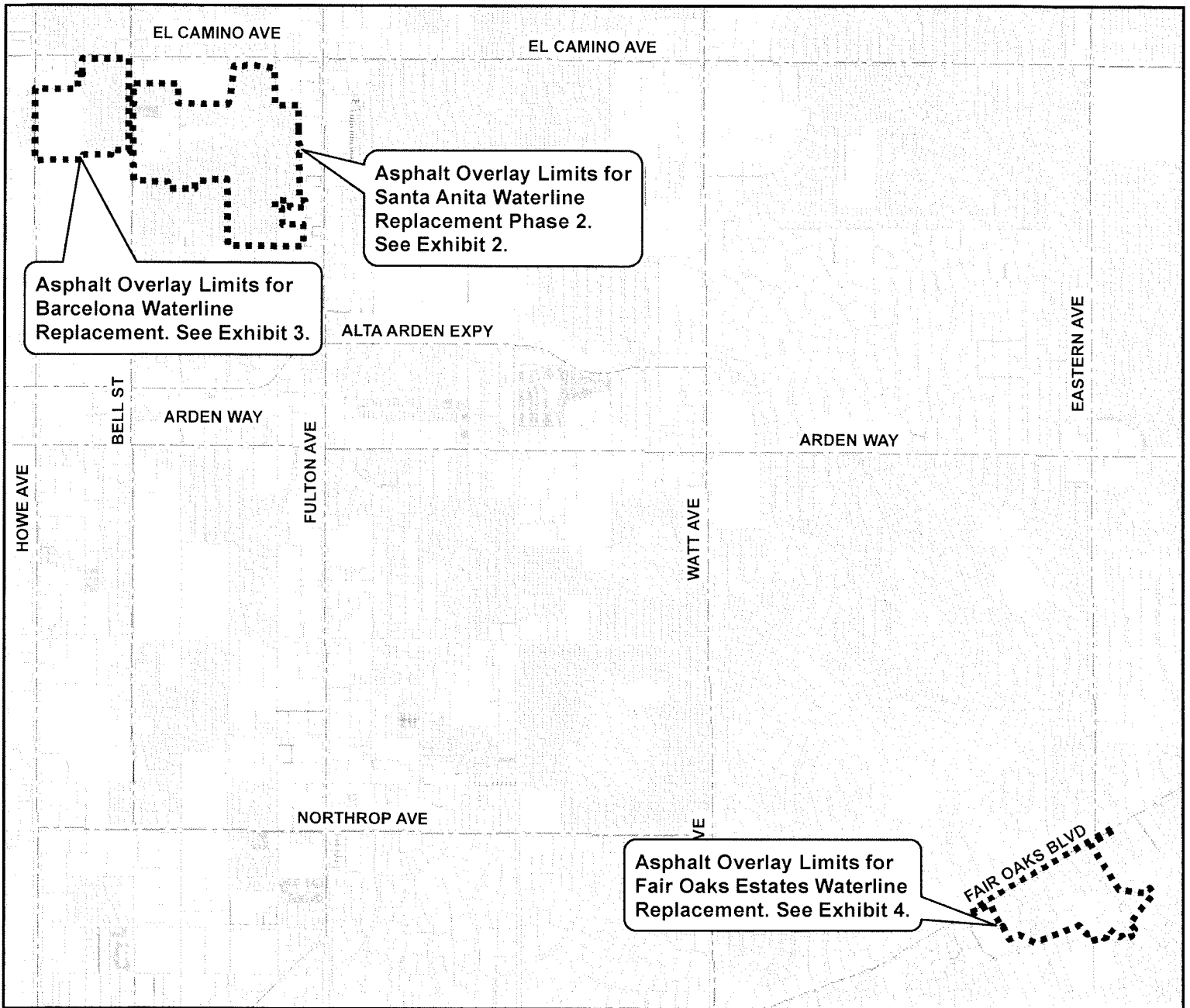
Facilities and Operations – 2.D. Implement protective, preventative and predictive maintenance programs on all District assets to extend their life and reduce service interruptions.

Customer Service – 3.D. Provide effective customer and community relations by communicating, educating, and providing information on the District and drinking water issues.

The upgrade of the existing water mains, hydrant and water services with new facilities will extend the life and reduce future maintenance of the distribution system. As part of the main replacement program, the District will upgrade and relocate existing water mains to the public right-of-ways, install new fire hydrants and water services with meters.

This agreement will also benefit the District’s customers as the paving overlay project will add a completeness and visually pleasing aspect to the main replacement projects with new street surfaces over the entire project sites. Board Members may recall that finished appearance was an issue on a previous project near the Marconi office.





NTS

Portion of Sacramento Suburban Water District

**EXHIBIT 1**

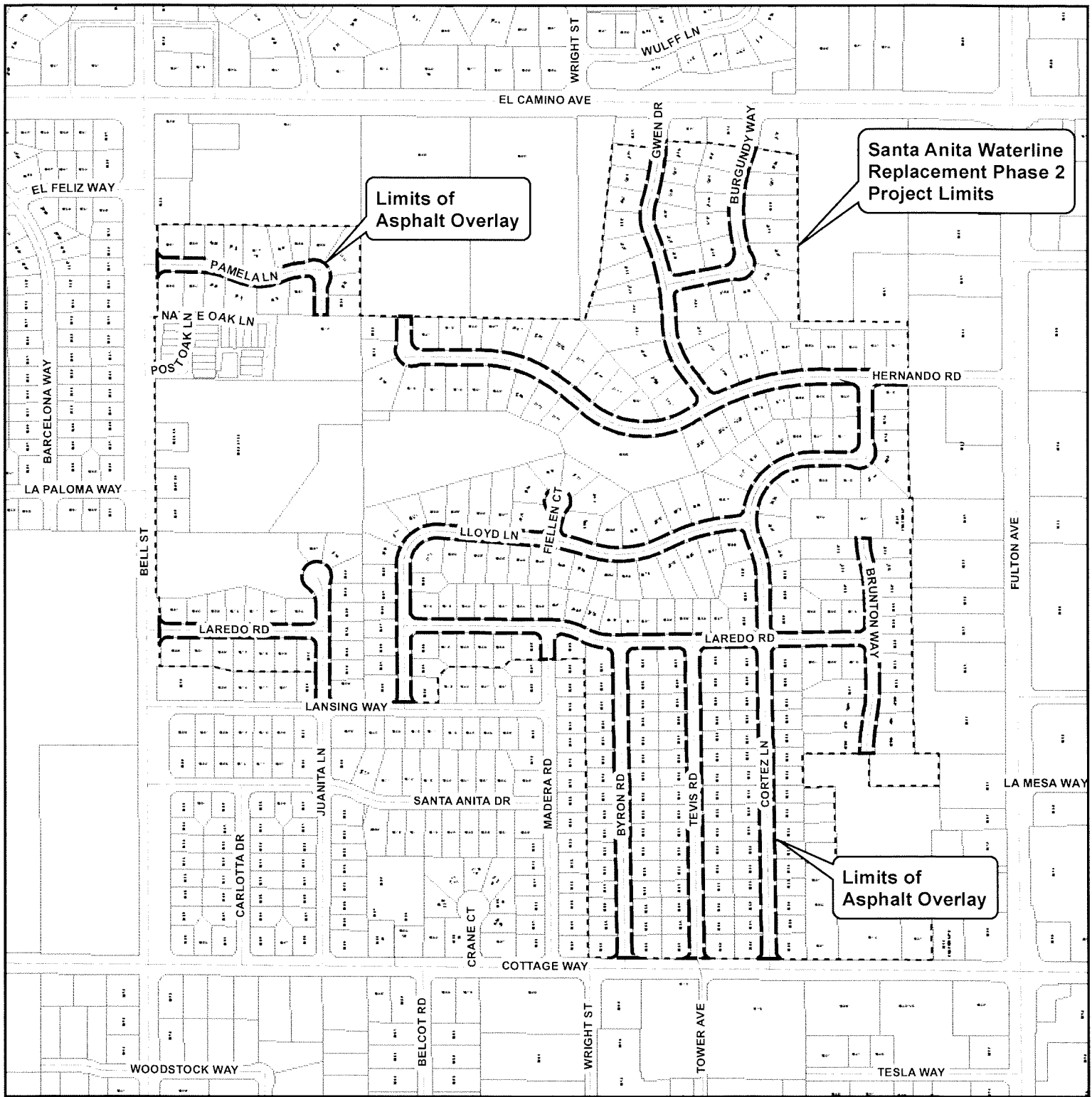
**NOT FOR RECORDING**

**Location Map of  
Asphalt Overlay Limits for  
Main Replacements**

**SACRAMENTO  
SUBURBAN  
WATER  
DISTRICT**

Base Data: Sacramento County Gis Base Map  
 Projection: CA State Plane 2, NAD83  
 Scale: No Scale  
 Prepared by: DAV, SSWD  
 Sacramento, CA - December 2015  
 Asphalt Overlay Limits\_Loc.mxd

THIS MAP SHOWS THE LOCATION OF THE PROJECT SITE AND IS NOT PART OF THE DOCUMENTS



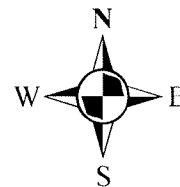
NTS

Portion of Sacramento Suburban Water District

**EXHIBIT 2**

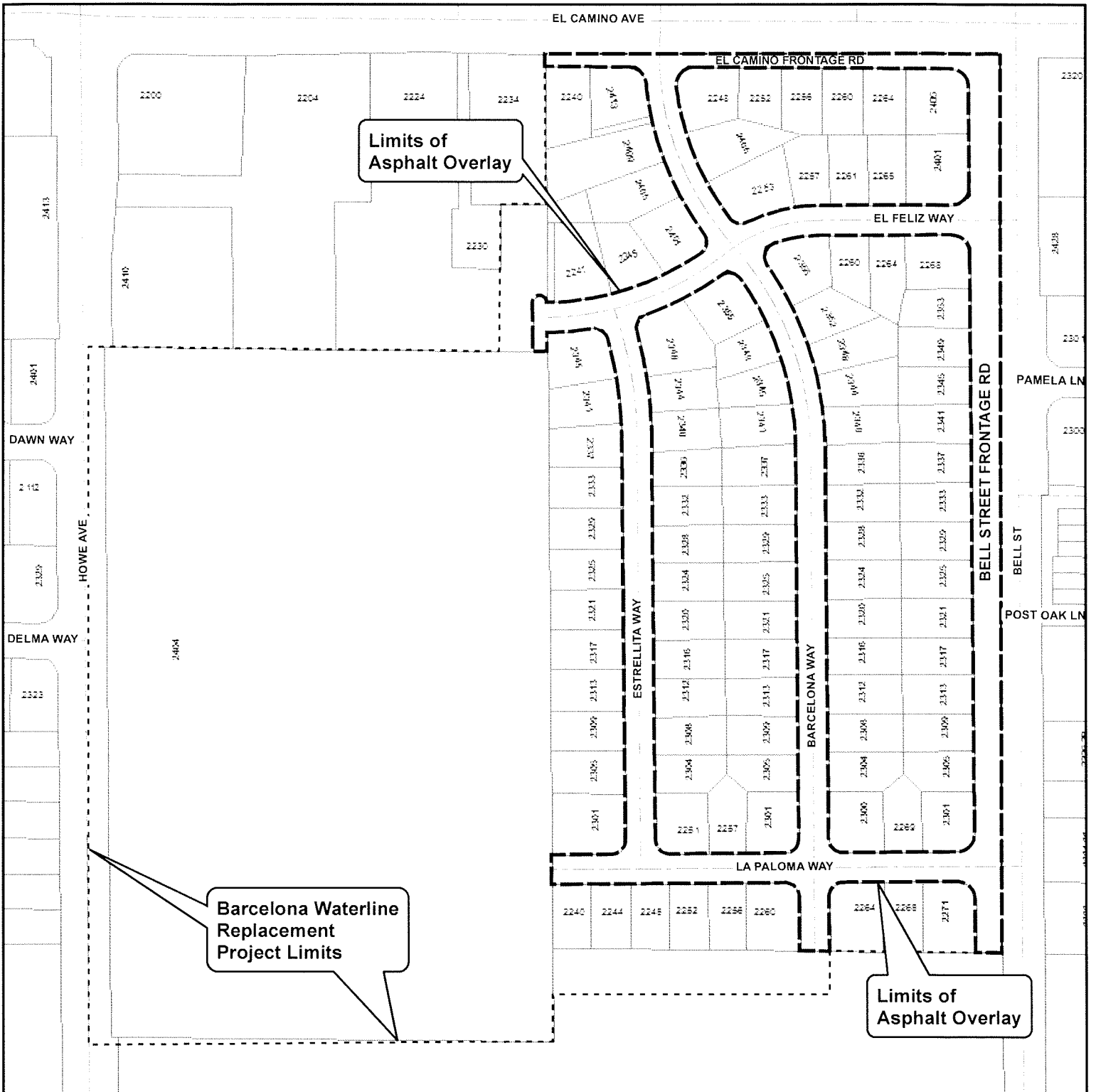
**NOT FOR RECORDING**

**Asphalt Overlay Limits for  
Santa Anita Waterline  
Replacement Phase 2**



Base Data: Sacramento County Gis Base Map  
 Projection: CA State Plane 2, NAD83  
 Scale: No Scale  
 Prepared by: DAV, SSWD  
 Sacramento, CA - December 2015  
 Santa Anita 2 Asphalt Overlay.mxd

THIS MAP SHOWS THE LOCATION OF THE PROJECT SITE AND IS NOT PART OF THE DOCUMENTS



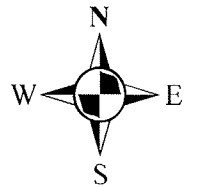
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Portion of Sacramento Suburban Water District

**EXHIBIT 3**

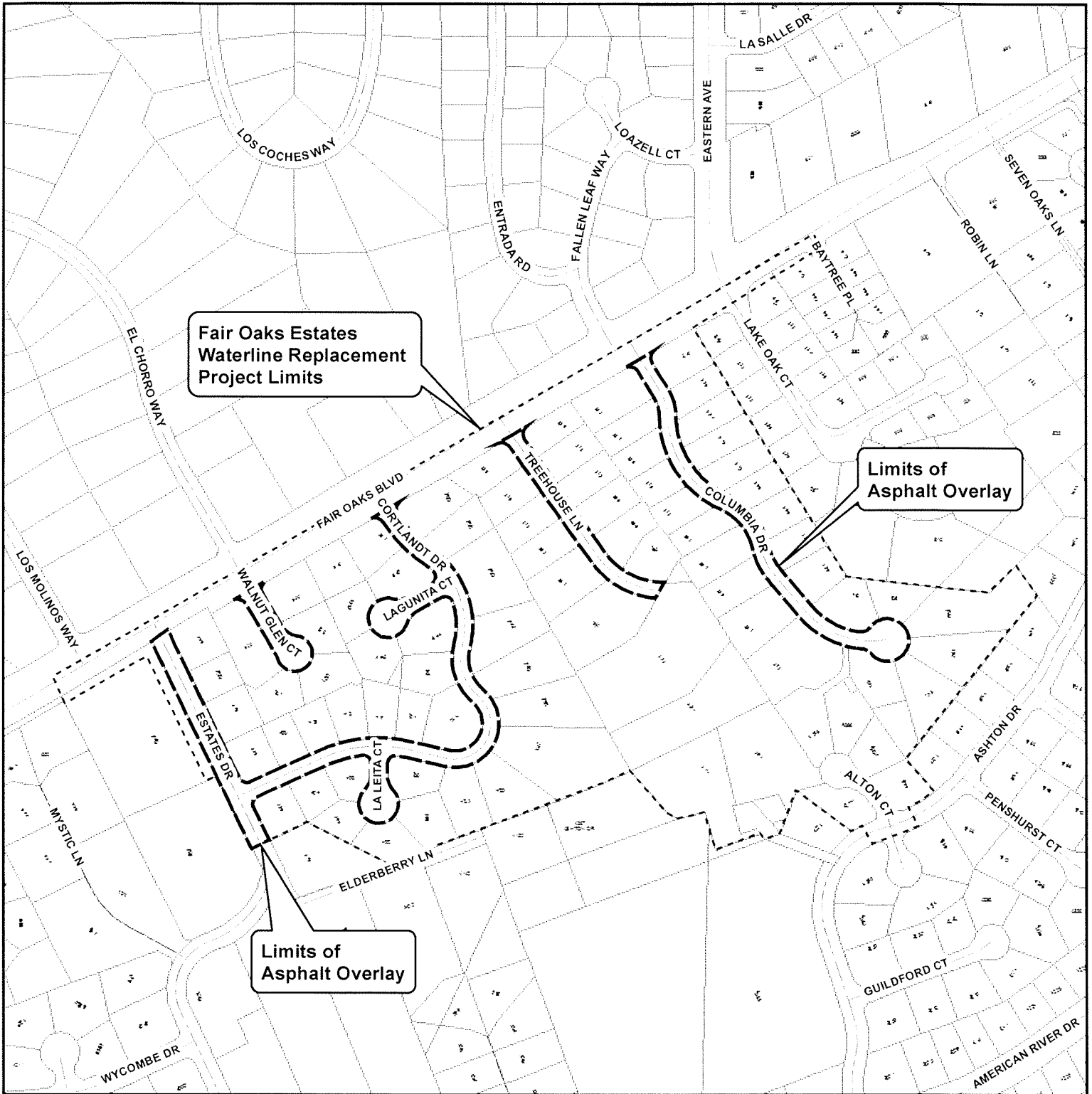
**NOT FOR RECORDING**

**Asphalt Overlay Limits for  
Barcelona Waterline  
Replacement**



Base Data: Sacramento County Gis Base Map  
 Projection: CA State Plane 2, NAD83  
 Scale: No Scale  
 Prepared by: DAV, SSWD  
 Sacramento, CA - December 2015  
 Barcelona Asphalt Overlay.mxd

THIS MAP SHOWS THE LOCATION OF THE PROJECT SITE AND IS NOT PART OF THE DOCUMENTS



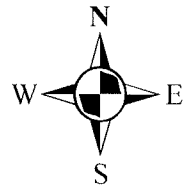
NTS

Portion of Sacramento Suburban Water District

**EXHIBIT 4**

**NOT FOR RECORDING**

**Asphalt Overlay Limits for  
Fair Oaks Estates  
Waterline Replacement**



Base Data: Sacramento County Gis Base Map  
 Projection: CA State Plane 2, NAD83  
 Scale: No Scale  
 Prepared by: DAV, SSWD  
 Sacramento, CA - December 2015  
 Fair Oaks Estates Asphalt Overlay.mxd

THIS MAP SHOWS THE LOCATION OF THE PROJECT SITE AND IS NOT PART OF THE DOCUMENTS

COUNTY OF SACRAMENTO  
DEPARTMENT OF TRANSPORTATION

**AGREEMENT FOR  
THE COST SHARE OF STREET AND TRENCH RESTORATION  
WITH THE SACRAMENTO SUBURBAN WATER DISTRICT  
(Santa Anita, Barcelona, Fair Oaks Estate)**

THIS AGREEMENT is made and entered into on \_\_\_\_\_, 2015, by and between the COUNTY OF SACRAMENTO, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and the SACRAMENTO SUBURBAN WATER DISTRICT, a county water district created pursuant to California Water Code Sections 30000 et seq., hereinafter referred to as "WATER DISTRICT."

**RECITALS**

WHEREAS, WATER DISTRICT applied for, and COUNTY issued, encroachment permits to WATER DISTRICT to construct three (3) water supply improvement projects (hereinafter "Improvement Projects") referred to as:

1. Santa Anita Waterline Replacement Project Phase 2 located north of Cottage Way, west of Fulton Avenue, east of Bell Street and south of El Camino Avenue;
2. Barcelona Waterline Replacement Project located north of Howe Park, east of Bell Street, west of Howe Avenue and south of El Camino Avenue; and
3. Fair Oaks Estates which includes portions of Fair Oaks Boulevard, Mystic Ln, Walnut Glenn Court, La Leita Circle, Cort-Landt Drive, Lagunita Court, Tree House Lane and Columbia Drive.

and said encroachment permits require that the pavement on the affected half of the roadway receive a slurry seal treatment by WATER DISTRICT; and

WHEREAS, during construction of WATER DISTRICT'S Improvement Projects, COUNTY has determined that it would be beneficial to apply an overlay of asphalt concrete to the entire roadway surface on streets within the project areas; and

WHEREAS, WATER DISTRICT is nearing completion of the Improvement Projects and COUNTY will be approving the work permitted under the encroachment permit, subject to the execution of this Agreement; and

WHEREAS, if WATER DISTRICT restores Improvement Projects trenches in accordance with encroachment permit requirements, WATER DISTRICT's effort and costs will be substantially lost when COUNTY thereafter grinds affected pavement preparatory to the overlay with asphalt concrete; and

WHEREAS, it is in the best interests of the public and both COUNTY and WATER DISTRICT to consolidate the Improvement Projects trench restoration with the overlay of asphalt concrete to lessen inconvenience to the public and save both effort and cost; and

WHEREAS, State of California Streets and Highways Code sections 943 and 1462 provide authority for COUNTY to enter into this Agreement for the purposes stated herein; and

WHEREAS, COUNTY and WATER DISTRICT desire to enter into this Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, COUNTY and WATER DISTRICT agree as follows:

1. **TERM**

This Agreement shall be effective and commence as of the date first written above and shall remain in effect until December 31, 2016.

2. **NOTICE**

Any notice, demand, request, consent, or approval that either party hereto may or is required to give the other pursuant to this Agreement shall be in writing and shall be either personally delivered or sent by mail, addressed as follows:

To COUNTY:

Attn: Gary Kodani, Project Manager  
Department of Transportation  
County of Sacramento  
4100 Traffic Way  
Sacramento, CA 95827

To WATER DISTRICT:

Attn: John Valdez  
Sacramento Suburban Water District  
3701 Marconi Avenue, Suite 100  
Sacramento, CA 95821-5346

Either party may change the address or addressee to which subsequent notice and/or other communications can be sent by giving written notice designating a change of address and/or addressee to the other party, which shall be effective upon receipt.

3. **SCOPE OF AGREEMENT AND CONSIDERATION**

COUNTY issued Encroachment Permits No. ENUC2014-00275, ENUC2015-00132 and ENUC2014-00292 to WATER DISTRICT for construction of WATER DISTRICT'S Santa Anita Waterline Replacement Project Phase 2, Barcelona Waterline Replacement Project; and the Fair Oaks Estates Waterline Improvement Project, specifically, for those streets identified in the map attached hereto as Exhibit A and incorporated herein by this reference. Under said encroachment permits, WATER DISTRICT was required to restore trenches in accordance with "Standard Requirements for Encroachment Projects – Attachment A", a copy of which is attached as Exhibit B and incorporated herein by this reference. During construction of WATER DISTRICT'S Improvement Projects, COUNTY determined those streets identified in Exhibit A are in need of repair with an overlay of asphalt concrete.

- A. WATER DISTRICT is completing its Improvement Project and in lieu of trench restoration in accordance with Exhibit B and partial slurry seal in accordance with encroachment permit requirements, WATER DISTRICT has, at the direction of COUNTY, installed 3 inches of temporary asphalt concrete in trenches on the Barcelona Project, 2 inches of temporary asphalt concrete on the Santa Anita Project and 2 to 4 inches of temporary asphalt concrete on the Fair Oaks Estates Project.

- B. COUNTY shall not require WATER DISTRICT to restore trenches or slurry seal streets subject to this Agreement and shall not hold WATER DISTRICT liable for trench restoration warranty.
- C. WATER DISTRICT shall pay COUNTY the sum of \$381,000 to fund a portion of the estimated \$1,923,000 cost for trench restoration and overlay with asphalt concrete for the three projects. WATER DISTRICT shall make such payment to COUNTY within 30 days after execution of this Agreement. The foregoing sum shall represent the WATER DISTRICT's sole and full liability of the costs for trench restoration and overlay of the identified streets with asphalt concrete, and COUNTY shall be solely liable for any additional costs incurred to perform the work under this Agreement.
- D. COUNTY shall utilize the \$381,000 payment from WATER DISTRICT solely toward construction costs for the trench restoration and asphalt concrete overlay of streets identified in Exhibit A. COUNTY shall complete the construction of this work by no later than the expiration of the term set forth in Section 1 of this Agreement.
- E. COUNTY shall perform all trench restoration and asphalt concrete overlay work provided in this Agreement in accordance with applicable, federal, state and local laws, regulations and ordinances, and in a good and workman-like manner.

**4. GOVERNING LAWS AND JURISDICTION**

This Agreement shall be deemed to have been executed and to be performed within the State of California and shall be construed and governed by the internal laws of the State of California. Any legal proceedings arising out of or relating to this Agreement shall be brought in Sacramento County, California.

**5. INDEMNIFICATION**

- A. WATER DISTRICT shall defend, indemnify and hold harmless COUNTY, its Board of Supervisors, officers, directors, agents, employees and volunteers from and against all demands, claims, actions, liabilities, losses, damages, and costs, including reasonable attorneys' fees, arising out of or resulting from the performance of WATER DISTRICT's obligations under this Agreement, caused in whole or in part by the negligent or intentional acts or omissions of WATER DISTRICT'S officers, directors, agents, employees, contractors, or subcontractors.
- B. COUNTY shall defend, indemnify, and hold harmless WATER DISTRICT, its officers, directors, agents, employees, and subcontractors from and against all demands, claims, actions, liabilities, losses, damages and costs, including reasonable attorneys' fees, arising out of or resulting from the performance of COUNTY's obligations under this Agreement, caused in whole or in part by the negligent or intentional acts or omissions of COUNTY'S Board of Supervisors, officers, directors, agents, employees, contractors, or subcontractors.
- C. It is the intention of COUNTY and WATER DISTRICT that the provisions of this paragraph be interpreted to impose on each party responsibility to the other for the acts and omissions of their respective officers, directors, agents, employees, COUNTY'S Board of Supervisors, and each party's contractors and subcontractors. It is also the intention of COUNTY and WATER DISTRICT that, where comparative fault is determined to have been contributory, principles of

comparative fault will be followed and each party shall bear the proportionate cost of any damage attributable to the fault of that party, its officers, directors, agents, employees, volunteers, COUNTY'S Board of Supervisors and the party's contractors and subcontractors.

- D. The provisions of this indemnity shall survive the expiration or termination of the Agreement.

**6. INSURANCE**

Each party, at its sole cost and expense, shall carry insurance, or self-insure, its activities in connection with this Agreement, and obtain, keep in force and maintain, insurance or equivalent programs of self-insurance, for general liability, workers compensation, and business automobile liability adequate to cover its potential liabilities hereunder. Each party agrees to provide the other thirty (30) days' advance written notice of any cancellation, termination or lapse of any of the insurance or self-insurance coverages.

**7. AMENDMENT AND WAIVER**

Except as provided herein, no alteration, amendment, variation, or waiver of the terms of this Agreement shall be valid unless made in writing and signed by both parties. Waiver by either party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent, or any other right hereunder. No interpretation of any provision of this Agreement shall be binding upon COUNTY unless agreed in writing by COUNTY'S Director and counsel for COUNTY. No interpretation of any provision of this Agreement shall be binding upon WATER DISTRICT unless agreed in writing by WATER DISTRICT's General Manager and legal counsel.

**8. SUCCESSORS**

This Agreement shall bind the successors of COUNTY and WATER DISTRICT in the same manner as if they were expressly named.

**9. TIME**

Time is of the essence of this Agreement.

**10. INTERPRETATION**

This Agreement shall be deemed to have been prepared equally by both of the parties, and the Agreement and its individual provisions shall not be construed or interpreted more favorably for one party on the basis that the other party prepared it.

**11. DIRECTOR**

As used in this Agreement, "Director" shall mean the Director of the COUNTY'S Department of Transportation, or his/her designee.

**12. DISPUTES**

In the event of any dispute arising out of or relating to this Agreement, the parties shall attempt, in good faith, to promptly resolve the dispute mutually between themselves. If the dispute cannot be resolved within 15 calendar days of initiating such negotiations or such other time period as may be mutually agreed to by the parties in writing, either party may pursue its available legal and equitable remedies, pursuant to the laws of the State of California. Nothing in this Agreement or provision shall constitute a waiver of



any of the government claim filing requirements set forth in Title 1, Division 3.6, of the California Government Code or as otherwise set forth in local, state and federal law.

**13. TERMINATION**

- A. The parties may terminate this Agreement by mutual written consent.
- B. Either party may terminate this Agreement for cause upon giving written notice to the other party stating the cause and giving a reasonable period to correct the failure, which period shall be stated in the notice.
- C. Upon termination of this Agreement under either A or B, above, WATER DISTRICT shall restore trenches as required under the encroachment permit for the Improvement Project and applicable County ordinances and the COUNTY shall refund to the WATER DISTRICT any monies paid by the WATER DISTRICT to the COUNTY which have not been expended by the COUNTY to accomplish work as required pursuant to this Agreement. Remittance of the refund shall be made within 60 days of the termination of this Agreement.

**14. PRIOR AGREEMENTS**

This Agreement constitutes the entire contract between COUNTY and WATER DISTRICT regarding the subject matter of this Agreement. Any prior agreements, whether oral or written, between COUNTY and WATER DISTRICT regarding the subject matter of this Agreement are hereby terminated effective immediately upon full execution of this Agreement.

**15. SEVERABILITY**

If any term or condition of this Agreement or the application thereof to any person(s) or circumstance is held invalid or unenforceable, such invalidity or unenforceability shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Agreement are declared severable.

**16. FORCE MAJEURE**

Neither WATER DISTRICT nor COUNTY shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control of such party and without fault or negligence of such party. Such events shall include but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism, or other disasters, whether or not similar to the foregoing, and acts or omissions or failure to cooperate of the other party or third parties (except as otherwise specifically provided herein).

**17. SURVIVAL OF TERMS**

The parties' performance of this Agreement is subject to all of the terms and conditions set forth herein, notwithstanding the expiration of the initial term of this Agreement or any extension thereof. Further, the terms and conditions contained in this Agreement that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Agreement shall so survive.

18. **AUTHORITY TO EXECUTE**

Each person executing this Agreement represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement for or on behalf of the parties to this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized.

19. **COUNTERPARTS**

This Agreement may be executed in counterparts. The Agreement shall be deemed executed when it has been signed by both parties.

(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first written above.

COUNTY OF SACRAMENTO

SACRAMENTO SUBURBAN WATER DISTRICT

By: \_\_\_\_\_  
Michael J. Penrose, Director  
Department of Transportation

By: \_\_\_\_\_  
Robert S. Roscoe  
General Manager

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Agreement approved by the Board of Supervisors with authority delegated to the Director to sign:

Agenda Date: \_\_\_\_\_

Item Number: \_\_\_\_\_

Resolution No. 99-0327

Reviewed and Approved by County Counsel

By: \_\_\_\_\_  
William Burke, Deputy County Counsel

Date: \_\_\_\_\_

Prepared by: \_\_\_\_\_  
Chalon Rogers, Senior Contract Services Officer  
Contract & Purchasing Services Division  
Department of General Services  
Phone: (916) 876-6287



## Facilities and Operations Committee

### Agenda Item: 6

**Date:** January 4, 2016

**Subject:** Labor and Equipment Cost Accounting

**Staff Contact:** Dan York, Assistant General Manager

**Recommended Committee Action:**

No recommended Committee action. Receive written report from staff.

**Discussion:**

The District purchased and implemented a computerized maintenance management system (CMMS) “CityWorks” in 2007. Staff conducts daily, weekly, monthly and annual operation and maintenance tasks at District facilities. In addition, staff conducts maintenance and repairs on District infrastructure. All tasks conducted by District staff are recorded in this program. This computerized CMMS system allows specific costs associated with the maintenance and repair of District facilities and infrastructure to be tracked and invoiced. For example, if a contractor has to be invoiced for damaging District infrastructure, staff can appropriately invoice for the labor and equipment necessary to conduct the repairs.

To track the appropriate fees that can be consistently utilized for invoicing purposes, the District’s Accounting Department utilizes generally accepted accounting principles and developed the following labor and equipment cost accounting:

Labor – Compilation of staff that could be assigned to the project, ranging from a Distribution Operator I to the Operations Manager, is assembled. Labor rates include salary and benefits of each position. For invoicing purposes, the average salary and benefits of all such staff is calculated and put on a per hour basis and then placed in the “Backcharge” Invoice that is generated. The hourly rate is also calculated separately for work performed during regular business hours and emergency after hours. The hourly labor rates are updated each calendar year by the Accounting Department. The District’s current hourly labor rate for invoicing is \$47.85.

Equipment – In order to determine the hourly rates associated with equipment, the District utilizes the State of California “Cal Trans Labor Surcharge Equipment Rental Rates” report that is produced semiannually. This report is used as Cal Trans expends significant effort in determining the hourly cost of numerous types of equipment, which encompasses most of the equipment utilized by the District. (Note: Many Public Agencies utilize this report for billing

purposes as it is a widely accepted industry practice and most Agencies do not have the resources to perform such calculations on their own.) From this report the hourly cost of equipment used on the project are determined and included in the Backcharge Invoice. The District's currently hourly rate for vehicles and equipment is \$95.13.